

## COOPERATIVE OPERATING AGREEMENT

This Cooperative Operating Agreement is made by and among Washington County, a home rule subdivision of the State of Oregon, on behalf of Washington County Cooperative Library Services, a department of Washington County, and the City of Banks, City of Beaverton, City of Cornelius, City of Forest Grove, City of Hillsboro, City of North Plains, City of Sherwood, City of Tigard, City of Tualatin, the Aloha Community Library Association, the Cedar Mill Community Library Association and the Garden Home Community Library Association.

### RECITALS

A. Washington County voters approved Measure 34-345, a five-year local option levy to support countywide library services to support open hours at public libraries, WCCLS systems, and access to books and community events for all county residents;

B. The Parties to this Agreement are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement or are private non-profit agencies operating public libraries in Washington County;

C. The Parties desire to maintain and provide residents of Washington County with access to quality public library services and Contractors can provide such access and services;

NOW, THEREFORE, the Parties agree as follows:

### AGREEMENT

#### 1. DEFINITIONS.

1.1. Agreement means this Cooperative Operating Agreement.

1.2. Assessed Value has the same meaning as set forth in ORS 308.146 or any subsequent revision or amendment thereof.

1.3. Base Service Levels means the agreed-upon service levels to be provided by WCCLS and Contractors as outlined in Sections 10 and 12.

1.4. Bibliographic Record means an entry in a bibliographic index (or a library catalog) which represents and describes a specific edition of a resource (but not a specific item). A Bibliographic Record contains the data elements necessary to help users identify that resource. A single Bibliographic Record can have multiple Item Records attached to it.

1.5. Circulation Record means any document or record, however maintained, the primary purpose of which is to provide for control of the circulation or other use of library materials by the public. May identify a specific person as having requested or obtained specific materials from a library. This is a public record exempt from disclosure under ORS 192.355.

1.6. Contractors means the City of Banks, City of Beaverton, City of Cornelius, City of Forest Grove, City of Hillsboro, City of North Plains, City of Sherwood, City of Tigard, City of Tualatin, the Aloha Community Library Association, the Cedar Mill Community Library Association, and the Garden Home Community Library Association.

1.7. County means Washington County.

1.8. Directory Services means a distributed, hierarchical database structure maintained by WCCLS that shares infrastructure information for locating, securing, managing, and organizing computer and network resources including files, users, groups, peripherals, and network devices. It provides authentication and authorization functions, as well as providing a framework for other such services.

1.9. Eligible Users means all Washington County residents; residents of any jurisdiction or special district that has entered into a reciprocal borrowing agreement with Washington County; and paying card holders, as further defined and subject to applicable Cooperative policies and procedures.

1.10. Emergency Support means actions taken to address Contractor site-wide service outage of the Integrated Library System, WCCLS Wi-Fi, online catalog, self-check kiosks' connection to the Network, automated materials handling units' connection to the Network, WCCLS website, or the Internet.

1.11. Full-Service Location means a library location that is staffed during open hours and offers a full range of services, including but not limited to, access to the collection, public access computers, in-person assistance for the public, programs and events.

1.12. Full-Time Equivalent (FTE) means a level of staffing equivalent to a full-time employee working 2,080 hours per year.

1.13. Generative AI is defined by Washington County Administrative Policy 607: Artificial Intelligence Acceptable Use Policy.

1.14. Host means any intelligent device connected to the WCCLS Information Network that is addressable by a network/transport protocol, including, but not limited to, desktop and laptop computers, network printers, mobile devices, self-check kiosks, and routers.

1.15. Inordinate Expansion means expansion of the Wi-Fi network, software license count, or Host count which exceeds typical growth. Typical growth will not exceed a 15% increase in WCCLS issued software licenses, Wi-Fi access points, or any other material or service provided by WCCLS, over the life of the Agreement.

1.16. Integrated Library System means an enterprise resource management system for a library, used to track cataloging (for example items owned), acquisitions (for example orders or invoices), circulation (for example check-in/out or hold requests), and manage administration (for example users, workstations, permissions, or settings).

1.17. Item Record means a record that allows for the location, circulation and inventory control of all items owned by a library. Item Records contain fields that indicate the unique barcode number, the shelf location of the item, its current temporary location, statistical fields used for reports, a field that helps determine circulation rules, and date fields and counters that track current and past activity. Multiple Item Records can be attached to a single Bibliographic Record.

1.18. MAN or Metropolitan Area Network means a computer network that interconnects users with computer resources across a geographic region.

1.19. Network means the WCCLS Information Network.

1.20. Network Maintenance means any process deemed necessary to sustain the WCCLS Information Network throughout its operational life cycle. This may include, but is not limited to, hardware or software component upgrades, new software or hardware installs, hardware or software replacement, and integration of cloud-based information services.

1.21. Nonprofit Corporation has the same meaning as set forth in ORS 65.001(33) or any subsequent revision or amendment thereof.

1.22. Party or Parties means the County, WCCLS, the City of Banks, City of Beaverton, City of Cornelius, City of Forest Grove, City of Hillsboro, City of North Plains, City of Sherwood, City of Tigard, City of Tualatin, the Aloha Community Library Association, the Cedar Mill Community Library Association and the Garden Home Community Library Association.

1.23. Patron Record means a document, record, or other method of storing information retained by a library that contains Personal Information and/or other information about a person, including but not limited to the person's name, address, electronic mail address or telephone number, or that identifies a person as having requested or obtained specific materials from a library. This is a public record exempt from disclosure under ORS 192.355.

1.24. Personal Information is defined in Washington County Administrative Policy 506: Personally Identifiable Information Protection Policy.

1.25. Personal Information Data Breach is defined in Washington County Administrative Policy 506: Personally Identifiable Information Protection Policy.

1.26. Regular Support means non-emergency assistance with the use of the WCCLS Network. This may include, but is not limited to, requests for new users, troubleshooting wired or wireless network connectivity for an existing host or staff member, configuration or upgrade of WCCLS licensed software, installation of a new network host, or the general use of WCCLS licensed software or services.

1.27. Safe Harbor Languages has the same meaning as set forth in Washington County's Language Assistance Administrative Policy number 207.

1.28. Service Boundary means the geographic area for which each Contractor is designated as the primary service provider for public library services within Washington County.

1.29. Service Population means the estimated populations residing within a designated Service Boundary, used to determine FY2026-2027 funding allocations and for annual statistical reporting.

1.30. User Category means a classification of Eligible Users established by WCCLS Policies and Procedures, which may be based on residency, reciprocal borrowing status, or paid membership status. 1.28. "Volunteer" means any individual, organization or contractor who performs hours of service for Parties without promise, expectation, or receipt of compensation for services rendered, during such hours.

1.31. WCCLS (Washington County Cooperative Library Services) means a department of County government that exists to coordinate, contract for, and/or provide a full range of library and information services to Eligible Users.

1.32. WCCLS Executive Board means the Board established to advise the Board of County Commissioners and the WCCLS Manager on matters pertaining to the funding for Cooperative-wide library services, distribution of financial resources by WCCLS for the provision of Cooperative-wide public library services, and long-term governance and funding strategies.

1.33. WCCLS Information Network or Network means the system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the wccls.org website and its resources; other databases and e-content provided by WCCLS for member library staff or public access; wireless Internet access for the public; central site hardware

and software; software, hardware, or peripheral products provided to member libraries and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.

1.34. WCCLS Library Leadership Group means the group (formerly Policy Group) established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of Cooperative-wide public library services, and to advise the WCCLS Manager.

1.35. WCCLS Policies and Procedures means, collectively, the policies and procedures adopted by the WCCLS Library Leadership Group. Such policies and procedures consist of written standards, methods, and guidelines that govern the activities of WCCLS and Contractor staff, ensure the appropriate use of shared systems, and support the Parties in providing a consistent experience for library users.

2. TERM OF AGREEMENT. This Agreement shall be in effect from July 1, 2026, through June 30, 2031, unless terminated pursuant to Section 18 of this Agreement.

3. OWNERSHIP AND MANAGEMENT OF THE WCCLS INFORMATION NETWORK. The Washington County Board of Commissioners, as the governing body of WCCLS, retains final authority for decision-making related to Network and its operation. WCCLS shall have full ownership of all Network components and shall make the system available to Contractors.

3.1. RECORDS UPON TERMINATION OF THIS AGREEMENT. Upon termination of this Agreement pursuant to either Section 2 or Section 18 herein, Item Records entered into the Integrated Library System by Contractors and the associated Bibliographic Records, shall be exported upon request. Contractor shall pay all reasonable costs associated with providing records in digital format. Patron Records will not be provided to a Contractor upon termination of this Agreement.

4. PERSONAL INFORMATION AND CONFIDENTIALITY OF DATA. All Contractors have a responsibility to safeguard Personal Information, Patron Records, and Circulation Records in their care and to report to WCCLS a Personal Information Data Breach, and/or disclosures of Patron Records and/or Circulation Records. Patron Records and Circulation Records are exempt from public disclosure pursuant to ORS 192.355(23) and also must be protected pursuant to ORS 646A.600 through 646A.628 (Oregon Consumer Information Protection Act), which is enforced by the State of Oregon, Department of Consumer and Business Services.

4.1. APPROPRIATE USE OF PERSONAL INFORMATION AND RECORDS. Except as otherwise required by law or court order, Contractors agree that they will not disclose Personal Information, Patron Records, or Circulation Records, regarding a person, item circulation, or the use of library resources and services including, but

not limited to, databases, e-content, public Internet terminal sessions, and wireless Internet access.

Contractors must not enter, upload, or process any Personal Information, Circulation or Patron Records using Generative AI tools or large-language-model services (e.g., ChatGPT, Claude, Gemini, Copilot, or similar) unless the platform has been expressly approved by WCCLS and is covered by an appropriate data-processing agreement, agreed upon separately between the Parties.

Contractors may not disclose Personal Information, Circulation Records, or Patron Records to any external platforms, vendors, partners, service providers or other entities, unless the platform has been expressly approved by WCCLS and is covered by an appropriate data-processing agreement, agreed upon separately between the Parties.

Contractors agree that only trained, authorized library staff shall have access to such Personal Information, Patron Records and/or Circulation Records in the course of operating the system. While Volunteers may have access to components of the Network, they are not authorized to access Personal Information, and/or Patron Records, and accessing such information is in violation of this Agreement. Contractors may use name and address information for library purposes only in accordance with established WCCLS Policies and Procedures and Washington County Administrative Policy 506 "Personal Information Protection Policy."

#### 4.2. REQUESTS FOR PERSONAL INFORMATION FROM OTHER AGENCIES.

Contractors agree to forward to WCCLS all requests for Personal Information, Patron Records, and/or Circulation Records from law enforcement or other requestors in accordance with established WCCLS Policies and Procedures.

4.3. DATA BREACH. In the event of a data breach involving Patron Records, Circulation Records, or Personal Information, the Party responsible shall: (1) Notify the other Party within five business days; (2) Investigate promptly; (3) Work with WCCLS to provide statutory notices required under OCIPA within 45 days; (4) Cooperate with the other Party regarding communication, mitigation, and regulatory follow-up.

Contractors shall defend, indemnify, and hold harmless WCCLS for claims arising from the Contractor's acts, omissions, or failures related to handling Patron Records, Circulation Records or Personal Information.

5. WCCLS INFORMATION NETWORK SERVICE AVAILABILITY. Network shall be available for use twenty-four (24) hours a day except for routine or emergency Network Maintenance. WCCLS will provide Contractors with prior notice of planned Network downtime if it will affect library operations during library business hours. No liability shall be assumed by WCCLS if Network experiences downtime.

5.1. NETWORK SUPPORT SCHEDULE. WCCLS staff shall be available to provide Regular Support and Emergency Support for the Network according to this schedule:

	Regular Support Begins	Regular Support Ends	Emergency Support Begins	Emergency Support Ends
Monday – Friday	9 am	5 pm	8 am	9 pm
Saturday – Sunday	none	none	10 am	6 pm
County observed & official holidays	none	none	none	none

6. WCCLS INFORMATION NETWORK DATA RECOVERY. WCCLS will duplicate at least daily all data maintained in the Network database. WCCLS will maintain back-up data on-site and off-site so that files can be reconstructed if a system malfunction occurs that requires restoring or rebuilding data files, in whole or in part. A minimum of one weekly back-up will be stored in a location physically apart from the site of the central system in case of major disaster at the central site. The purpose of the back-up is for emergency recovery if live data or the system is damaged or destroyed and is not for archival purposes.

7. DUTIES AND RESPONSIBILITIES OF WCCLS FOR THE NETWORK. WCCLS shall:

7.1. Purchase, and coordinate licensing of the Integrated Library System, personal computer reservation, and print management software to be installed and utilized by Contractor at Full-Service Locations.

7.2. Provide software updates to Contractors for software licensed by WCCLS for installation and utilization at member libraries.

7.3. Maintain and store all electronic information and communications created, processed, or stored in the conduct of Contractor business, on systems owned or operated by WCCLS, in compliance with Washington County policy, Oregon Public Records Laws and civil litigation requirements.

7.4. Provide and maintain Directory Services to control access to the Network.

7.5. Provide private Internet Protocol (IP) subnetwork addresses and Domain Name System (DNS) resolution services for all Full-Service Locations. Contractor must utilize the WCCLS provided private IP subnetwork addresses when connecting Hosts to the Network.

7.6. Provide filtered and unfiltered Internet access to all Full-Service Locations.

7.7. Take steps to maintain security, up to and including terminating a connection between one or more Network Hosts that presents a problem or threatens security, integrity, or performance of the Network. WCCLS shall notify affected Contractors about an impending disconnection if time permits. Unless WCCLS determines that the problem or threat has resulted in a default under Section 9, WCCLS shall restore connectivity when the WCCLS staff determines that the problem is resolved, or the threat is removed.

7.8. Provide and maintain Hosts that connect Full-Service Locations to the Network. These Hosts include a service provider switch that establishes connectivity to the provided MAN, a firewall that provides access controls and encryption between locations and services on the Network, an Ethernet switch that hands off to Contractor's internal switching hardware, Wi-Fi access points, and a 15-amp uninterrupted power supply

**8. DUTIES AND RESPONSIBILITIES OF CONTRACTORS FOR THE NETWORK.** Contractors shall:

8.1. Provide, maintain, and administer cabling, equipment, software including operating systems and anti-malware, associated devices and Hosts within Contractor's building that are connected to the Network and not provided by WCCLS. Contractors will meet ANSI/TIA-5568-C or ISO/IEC 11801(Ed2.2) standards when installing new copper data cabling.

8.2. Provide site preparation, access, and environmental conditions necessary for optimal security and functioning of Hosts provided and maintained by WCCLS. Contractor must provide WCCLS with site and relevant data closet access within 5 business days of a request for access.

8.3. At a minimum, configure network devices that always comply with hardware, software and security requirements deemed necessary by WCCLS Network security policies. Hosts connected to the Network must be secured and supervised by Contractor staff during use. Contractor shall not allow public users to use staff Hosts. Every reasonable effort should be made so that Hosts connected to the Network shall neither cause, nor have the potential to cause, any network disruption, security breach, nor other deleterious outcome.

8.4. Be responsible for system security by limiting access to staff accounts to trained, authorized staff and Volunteers, using individually assigned user logon credentials, and following security protocols and procedures as directed by WCCLS to prevent unauthorized access. Examples may be password protection, two-factor authentication, encryption of sensitive information, and/or locking workstations when not in use. Noncompliance with this item, including shared logon credentials

for staff, is considered a breach of this agreement. Shared staff logon credentials may be deleted by WCCLS.

8.5. Contractors shall implement controls to prevent unauthorized disclosure of Personal Information, Circulation Records, and/or Patron Records as indicated in Section 5, including staff training and compliance with adopted policies and procedures.

8.6. Contractors shall use WCCLS Directory Services to access the Network.

8.7. Contractor is prohibited from:

8.7.1. Attaching wireless bridges, routers, or access points to Network.

8.7.2. Using network address translation (NAT) on Network.

8.7.3. Adding any other network extenders or repeaters to the Network.

8.8. Make every reasonable effort to protect Network equipment and data from the impacts of negligence, abuse, theft or misuse. Contractor will reimburse WCCLS for the costs of repairing and or replacing damaged equipment on or associated with Contractor's premises.

8.9. Notify WCCLS Support within no more than five business days that they have separated with an employee or Volunteer (if the volunteer had a user account), so WCCLS can disable the user account to maintain Network security. Noncompliance with this item is considered a breach of this agreement.

8.10. Provide an inventory of Network Hosts in Contractor's facility and connected to the Network upon request by WCCLS.

8.11. Conduct an inventory of licenses in use by the Contractor as requested by WCCLS.

## 9. DEFAULT ON AGREEMENTS RELATED TO THE WCCLS INFORMATION NETWORK.

9.1. DEFINITION OF DEFAULT. Each of the following shall constitute a default:

9.1.1. Material noncompliance with the terms of Paragraphs 3 through 9 of the Agreement or any policies or procedures adopted pursuant to this Agreement;

9.1.2. Misuse of any Network resources including, but not limited to, system operating software, hardware, or telecommunications;

9.1.3. Failure to maintain physical or system security protocols or

procedures as directed by WCCLS.

9.2. NOTIFICATION OF DEFAULT. If a Contractor or WCCLS learns of a default, WCCLS or the Contractor, respectively, shall:

9.2.1. Advise the party in writing of the alleged default and any action required to cure the default;

9.2.2. Set forth a time by which the default must be cured, a minimum of thirty (30) days.

9.3. FAILURE TO CURE DEFAULT BY CONTRACTOR. If a Contractor fails to cure the alleged default after WCCLS notifies the Contractor of the alleged default, WCCLS may, following written notice to the Contractor:

9.3.1. Prohibit Contractor from the use of the Network;

9.3.2. Take any action to cure or stop the default;

9.3.3. Recover any costs, expenses or disbursements incurred by WCCLS to cure the default;

9.3.4. Terminate this Agreement as regards the defaulting Contractor.

9.4. FAILURE TO CURE DEFAULT BY WCCLS. If WCCLS fails to cure the alleged default after Contractor notifies WCCLS of the alleged default, contractor may, following written notice to WCCLS:

9.4.1. Take any action to cure or stop the default;

9.4.2. Recover any costs, expenses of disbursements incurred by Contractor to cure the default;

9.4.3. Terminate this Agreement as regards WCCLS.

9.5. EMERGENCIES. WCCLS may lock out a Contractor from the system without notice in the event of an emergency involving, but not limited to, system damage, data breach, or the breach of security or confidentiality of the system.

10. BASE SERVICE LEVELS TO BE PROVIDED BY WCCLS. WCCLS agrees to provide the following services to Contractors and/or Eligible Users in accordance with Base Service Levels and minimum conditions for public libraries with a service population of over 2,000 as laid out in Oregon Administrative Rule 543-010-0036 or any subsequent revision or amendment thereof. WCCLS agrees to provide the following:

10.1. Collections and materials. Provide and maintain:

10.1.1. Community-focused collections comprising physical books and media in priority languages to meet local patron needs (beginning July 2027).

10.1.2. Access to interlibrary loan service facilitating interlibrary loan borrowing from and lending to libraries outside of Washington County.

10.1.3. Mail service for those who experience physical barriers to accessing in-person library services.

10.1.4. Digital collections in priority languages.

10.1.5. Digital learning tools and databases.

10.2. Community engagement and outreach. Provide and maintain:

10.2.1. A website that enables local library users to access State Library of Oregon resources and services available to all Oregon residents.

10.2.2. Countywide engagement and partnerships with community organizations and members.

10.3. Technology and infrastructure. Provide and maintain:

10.3.1. Free public wireless internet access (wi-fi).

10.3.2. Online catalog accessible 24/7 inside and outside of libraries at [wccls.org](http://wccls.org) and training resources to support usage of the public catalog interface.

10.3.3. Events calendar interface for the public at [wccls.org](http://wccls.org).

10.3.4. Integrated Library System including maintaining bibliographic and patron data; provide training resources to Contractors to support usage of the Integrated Library System.

10.3.5. Item inventory tags, security tags and library cards for use by Contractors.

10.3.6. Circulation technology to support efficient operations, including but not limited to barcodes and radio-frequency identification (RFID) tags, routing materials, containers for materials movement, online payment system, RFID scanning software, and bulk/container check-in software.

10.3.7. The WCCLS Information Network in accordance with the agreements outlined in Section 7: Duties and Responsibilities of WCCLS for the Network.

10.4. Operations. Provide and maintain:

10.4.1. Basic policies in place and accessible online for collection management, circulation, and patron confidentiality that incorporates relevant American Library Association (ALA) professional ethical codes, rules and guidance.

10.4.2. The annual statistical report as required under Oregon Revised Statutes Chapter 357.520 and Oregon Administrative Rules Chapter 543-010-0035.

10.4.3. Courier pick-up and delivery of materials between Contractors and provision of courier connections to regional library delivery systems.

10.4.4. Facilitation of reciprocal borrowing agreements with other jurisdictions, or special districts operating libraries.

10.5. Notification of impact to Contractor operations. Except in the case of emergencies or circumstances beyond WCCLS's control, WCCLS agrees to provide as much advance notice as possible regarding planned operational changes expected to materially impact Contractor operations. In the event of unplanned or emergency changes, WCCLS shall notify Contractors as soon as practical.

11. ADDITIONAL WCCLS SUPPORT FOR CONTRACTORS. WCCLS support for any new automated or in-person or remote service points, building expansions, annexes, Inordinate Expansion of Network, or digital resources will be negotiated separately from this Agreement and a signed letter of agreement must be executed prior to WCCLS committing staff, fiscal, or equipment resources to those projects.

12. BASE SERVICE LEVELS TO BE PROVIDED BY CONTRACTORS. By receipt of funds from WCCLS, each Contractor agrees to provide library services in accordance with Base Service Levels and minimum conditions for public libraries with a service population of over 2,000 as laid out in Oregon Administrative Rule 543-010-0036 or any subsequent revision or amendment thereof. Contractors that are Nonprofit Corporations will comply with all applicable State Statutes and Rules governing Oregon Nonprofit Corporations. Contractor agrees to provide the following:

12.1. Collections and materials. Provide and maintain:

12.1.1. Local collection comprising physical books, media, and other materials (at minimum, through June 30, 2027).

12.1.2. Access to community-focused collections comprising physical books and media in priority languages to meet local patron needs provided by WCCLS (after June 30, 2027).

12.2. Community outreach and engagement. Provide and maintain:

12.2.1. A Contractor provided website that enables local library users to learn about Contractor hours, services, programs, as well as local library leadership, policies, and governance information.

12.2.2. Link to [wccls.org](http://wccls.org) to ensure compliance with OAR 543-010-0036, providing access to State Library of Oregon resources and services available to all Oregon residents.

12.3. Personnel. Provide and maintain:

12.3.1. Staffing levels of at least four full-time equivalents or staffing sufficient to support 45 open hours per week at each staffed library location, whichever is greater.

12.3.2. At least one full-time exempt employee.

12.3.3. Schedules to ensure paid library staff are available during all hours the library is open to the public.

12.4. Programs and services. Provide and maintain:

12.4.1. In-person services for people of all ages in response to community needs and demand.

12.4.2. Regular and consistent programming in response to community demand, including targeted programming for Early Childhood Literacy, Youth, Teens, and Adults.

12.5. Technology. Provide and maintain:

12.5.1. Staff computers, scanners, and printers.

12.5.2. Circulation technology to support efficient operations, including but not limited to barcode scanner(s), device(s) for checking materials in and out, receipt printer(s), and radio-frequency identification (RFID) pad(s).

12.5.3. Free public access computers with internet access.

12.6. Public spaces. Provide and maintain:

12.6.1. Access to buildings and the services within.

12.6.2. A minimum of 45 open hours every week (Sunday – Saturday), including at least one evening (open to at least 6 pm) and at least one weekend day (Saturday or Sunday) per week, with the following exceptions:

12.6.2.1. Buildings may be closed for state and federal holidays, and

therefore open less than 45 hours in a week with a state or federal holiday.

12.6.2.2. Buildings may be closed to provide professional development to library staff, and therefore open less than 45 hours in that week, for up to 12 non-consecutive days per fiscal year.

12.6.2.3. Building closures may be necessary due to inclement weather conditions, and facility or safety emergencies, and therefore open less than 45 hours in that week.

12.6.2.4. Should a Contractor need to temporarily close a building for more than two weeks due to a facility or safety emergency, Contractor should provide a plan to WCCLS for reopening and alternative service.

12.6.2.5. Should a Contractor need to temporarily close a building for more than four weeks due to a planned facility upgrade, Contractor will provide a plan to WCCLS for how alternative space and services will be provided by the Contractor, no less than 6 months in advance of the planned closure. Any additional support from WCCLS to support these alternative services and spaces should be mutually agreed upon and captured in a memorandum of agreement to be signed no less than 3 months before the planned closure.

12.6.2.6. Should a Contractor need to temporarily close a building for more than four weeks due to a planned facility upgrade, Contractor will provide, at minimum, 6 months' notice for other Contractors operating library buildings within adjacent service areas.

12.7. Operations. Provide and maintain:

12.7.1. Basic policies in place and accessible online that incorporates relevant American Library Association (ALA) professional ethical codes and rules.

12.7.2. The annual statistical report as required under Oregon Revised Statutes Chapter 357.520 and Oregon Administrative Rules Chapter 543-010-0035.

13. COOPERATIVE SERVICE AGREEMENTS. In addition to the Base Service Levels set forth in Section 12, each Contractor agrees to provide library services in accordance with the following Cooperative Service Agreements. Contractor agrees to:

13.1. Ensure the same level of access to materials, resources, and services for all Eligible Users within the same User Category, as established by Cooperative

policies and procedures.

13.2. Not charge Eligible Users fees for the checkout or renewal of library materials, except as expressly permitted by Cooperative policies and procedures and uniformly applied to all Eligible Users within the same User Category.

13.3. Apply all fees, limitations, and policies uniformly to Eligible Users within the same User Category. Such fees may include special service fees authorized by Cooperative policies and procedures.

13.4. Abide by Cooperative policies and procedures as agreed upon by the WCCLS Library Leadership Group.

13.5. Take full responsibility for linking item information for Contractor's holdings to Bibliographic Records in the catalog; and for meeting cataloging standards as outlined in the Policies and Procedures (up to June 30, 2027).

13.6. Only distribute library cards provided by WCCLS to library users.

13.7. Clearly identify its cooperative membership in its own public communications or publicity materials using approved WCCLS branding and membership language.

13.8. Clearly credit WCCLS when promoting resources and services provided by WCCLS using approved WCCLS branding and language.

14. **SERVICE BOUNDARIES AND SERVICE POPULATIONS.** Contractors agree to provide library services in accordance with the established Service Boundaries as set forth in EXHIBIT A "FY2026-2027 through FY2030-2031 Library Service Boundaries" and described within this section.

14.1. **ESTABLISHING SERVICE BOUNDARIES.** Service Boundaries were established by assigning County voter precincts to Contractors based on an analysis of overlap of voter precincts with existing city boundaries, travel time to Contractor libraries, and alignment with Urban Planning Area Agreements as of October 2025. A summary of the methodology used to establish Service Boundaries is included in EXHIBIT B "Library Service Boundary Methodology."

14.2. **PURPOSE OF SERVICE BOUNDARIES.** Service Boundaries will be used to define the community or populations for which each Contractor is recognized as the primary service provider for public library services. Service Boundaries define the geographic area for which each Contractor is primarily responsible for providing outreach services to clarify service responsibility and avoid duplication or gaps in outreach services. Service Boundaries will also be used for determining each Contractor's official service population for annual statistical reporting to the State Library of Oregon, and applications for state and federal library funding.

14.3. COORDINATION OF SERVICE ACROSS BOUNDARIES. Service Boundaries shall not be used to deny access to materials, resources and services for Eligible Users. Requests for specific services by schools or other community organizations located within a Service Boundary, and received by a library in a different Service Boundary, will be referred to a library within the requester's Service Boundary. Partnerships or other coordinated services may be agreed on by multiple libraries to better serve the public if the library within the requester's Service Boundary is not able to meet the need.

14.4. SERVICE POPULATIONS. Each Contractor's service population shall consist of the population residing within the defined Service Boundary, as defined within this Agreement. WCCLS shall update service population estimates on an annual basis only for the purpose of annual statistical reporting and applications for state and federal library funding. Service population estimates will be provided to Contractors in time to fulfill State Library of Oregon statistical reporting requirements.

14.5. MODIFICATIONS RESULTING FROM ANNEXATION. If during the term of this Agreement a city Contractor annexes an area within their Urban Planning Area Agreement, the previously unincorporated service area and corresponding population will be reassigned to the city Contractor. Within a two-year period of the annexation, the annexed area will fully transition to the city Contractor for library service. During the transition period, library service shall be provided in accordance with a service transition plan developed by the affected Contractors, with support from the County, and the funding distribution for affected areas will be reviewed. At the conclusion of the transition period, the annexed area shall be fully transitioned to the city Contractor for purposes of service responsibility, service population reporting, and funding.

14.6. OTHER MODIFICATIONS TO SERVICE BOUNDARIES. No other changes to Service Boundaries shall be made for the term of this Agreement.

15. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT. No person shall be denied the benefits of or be subjected to discrimination in any program, service, or activity provided by County personnel, Contractors, or consultants on the grounds of race, color, national origin, English proficiency, age, disability, religion, marital status, familial status, sex, gender, gender identity, sexual orientation, or source of income. Contractors and subrecipients acknowledge that they are aware of federal, state, and local non-discrimination requirements. Washington County contracts and subrecipient agreements include the non-discrimination clauses required by federal statute and executive orders and their implementing regulations.

15.1. CONTRACTOR COMPLIANCE. Contractors will:

15.1.1. Post notice that free language assistance is available;

15.1.2. Use document translation and/or interpretation services upon request of the user;

15.1.3. Ensure that library card applications are available to users in Safe Harbor Languages, at a minimum printing them upon request;

15.1.4. Post notice and make interpretation services available for any public meetings related to library governance, such as library advisory boards.

15.2. WCCLS COMPLIANCE. WCCLS will:

15.2.1. Provide signage to libraries of Contractors indicating that free language assistance is available;

15.2.2. Provide access to translation and interpretation services to the libraries of Contractors who do not already have access to this service;

15.2.3. Provide library card applications in Safe Harbor Languages;

15.2.4. Work towards providing an online payment interface in Safe Harbor Languages.

16. FUNDING ALLOCATIONS. As compensation to Contractor for the services to be provided pursuant to this Agreement, WCCLS agrees to distribute funds to Contractor on the basis set forth in this section.

16.1. PURPOSE OF FUNDS. By receipt of funds from WCCLS, each Contractor agrees to expend those funds to provide library services in accordance with the established Base Service Levels and Cooperative Service Agreements. In the event that WCCLS future funding allocations are reduced to the extent that Base Service Levels cannot be met, WCCLS and Contractors will determine mutually agreeable service levels to be provided. Contractors must spend all funds received from WCCLS on library operations to fulfill Base Service Levels before expending funds on other allowable costs. Allowable costs for city Contractors include indirect costs, also known as overhead or administrative charges, and building lease costs for all Contractors. Once Base Service Levels are met, funds received from WCCLS may be used to support the development of a local fund balance as allowed per local policy or a fund balance to support up to four months of total annual Contractor expenditures for base library service, whichever is less. Funds received from WCCLS cannot be used for capital improvements including but not limited to new building construction, land acquisition, permanent improvement of buildings or building systems, or major repairs or deferred maintenance that extends the useful life of the facility. Routine building maintenance and minor repairs necessary to maintain safe, accessible and functional library facilities as well as expenditures related to furniture, fixtures, and movable equipment are allowable costs.

16.2. FUND BALANCE. The Board of County Commissioners, WCCLS and the Contractors are committed to a strategy that balances fiscal prudence with service delivery to meet community needs. WCCLS will maintain a minimum fund balance of three months of total annual expenditures. As projected annual expenditures increase, the total minimum fund balance will increase proportionately. This is an exception to Washington County’s Budget Contingency and Reserve Policy (Administrative Policy 411), which is authorized by the Board of County Commissioners, as per Section 3 of Policy 411.

16.3. FUNDING DISTRIBUTION. WCCLS shall determine the total payment to be made to each Contractor during the term of this Agreement by using the method set forth in Section 16 and based on figures set forth in EXHIBIT C “Library Funding Allocations” and EXHIBIT D “Library Funding Allocation Methodology.” Funding distributions to Contractors shall be provided through the following mechanisms.

16.3.1. LIBRARY FUNDING ALLOCATION. Library funding allocations will be determined based on the FY26-27 funding allocations determined through the Funding and Governance Project presented in EXHIBIT C “Library Funding Allocations” and adjusted annually based on the procedures outlined in Section 16.3.2.

16.3.2. REVENUE-BASED ESCALATION OR REDUCTION OF ALLOCATIONS. Escalation or reduction of annual funding allocations for Contractors and WCCLS will be determined based on the net percentage increase or decrease in total projected revenue. Should total revenue combine for a net percentage increase over the previous fiscal year, funding allocations will be increased by that net percentage increase amount. Should total revenue combine for a net percentage decrease over the previous fiscal year, funding allocations will be decreased by that net percentage decrease amount. Net percentage increase or decrease in total projected revenue will be determined in accordance with Sections 16.3.2.1 and 16.3.2.2.

16.3.2.1. TOTAL PROJECTED REVENUE. For the purpose of establishing funding allocations each year, Total Projected Revenue will be determined according to the following formula: [Projected Local Option Levy Revenue + Projected Delinquent Local Option Levy Taxes + Projected County General Fund Transfer] = Total Revenue. Projected County General Fund Transfers are determined through the County’s annual budget process.

16.3.2.2. NET PROJECTED REVENUE INCREASE OR DECREASE. Net projected increase or decrease to total revenues will be determined according to the following formula: [Total Projected Revenue – Estimated Actual Total Revenues for the Current Fiscal Year] / [Estimated Actual Total Revenue for the Current Fiscal Year]\*100 =

Net Increase or Decrease to Total Projected Revenue. Estimated actual total revenue for the current fiscal year will be based on year-to-date actual revenues and financial forecasts prepared as part of the County's annual budget process.

16.3.2.3. NOTIFICATIONS OF ALLOCATIONS. WCCLS will provide Contractors with a written notice of forecasted allocation no later than January 31 annually, for the following fiscal year. The forecasted allocation will be based upon assessed value information and financial forecasts provided to the Board of County Commissioners in public meetings by Washington County staff.

16.3.3. REVENUE FROM USER FEES. Contractors and WCCLS may collect fees from users as allowed through Cooperative policy. Revenue from user fees will be retained by the Party who collects the fees. After deducting the cost for fee collection, revenue can only be used for allowable costs.

16.3.4. ADJUSTMENTS IN FUNDING DISTRIBUTIONS. No increases to funding allocations will be made in response to Contractor's opening a library service outlet prior to July 1, 2031. No decreases to funding allocations will be made in response to a Contractor's closing a library service outlet prior to July 1, 2031, as long as Contractor continues to operate one service outlet that meets Base Service Levels.

16.3.4.1. NOTIFICATION OF ADJUSTMENTS. WCCLS shall notify the Contractors in writing of any adjustments under this Section as soon as possible and no later than January 31.

16.3.5. DISTRIBUTION SCHEDULE. WCCLS shall make quarterly distributions to all Contractors on July 15, October 15, January 15, and April 15 of each fiscal year during the term of this Agreement. If any distribution date falls on a weekend or County-recognized holiday, distribution shall be made on the next business day.

## 17. SHARED ACCOUNTABILITY COMMITMENTS

17.1. PURPOSE OF SHARED ACCOUNTABILITY COMMITMENTS. The Parties agree that maintaining transparency, communication, and shared responsibility is essential to the effective operation of Cooperative library services. This section outlines high-level commitments related to reporting, communication, and addressing issues with the goal of reaching compliance in a collaborative manner.

17.2. SHARED REPORTING COMMITMENTS. The Parties agree to participate in a collective reporting process that supports system-wide understanding of service levels, financial stewardship, and fulfillment of responsibilities under this

Agreement. At intervals established through the Library Leadership Group and Executive Board, each Contractor and WCCLS will provide information sufficient to demonstrate compliance with agreements related to the use of library funds and delivery of Base Service Levels. The type and format of information to be shared shall be developed collectively and documented in an attachment or guidance adopted by the Library Leadership Group and Executive Board.

17.3. ONGOING COMMUNICATION. In addition to formal notice requirements for library closures laid out in Section 12.6.2, each Contractor and WCCLS agree to share information with Contractors as early as practical when local decisions or circumstances may reasonably affect Cooperative-wide services. Communications should be documented for clarity and transparency with all Contractors. This may include, but is not limited to, matters regarding fulfillment of roles and responsibilities, compliance with shared policies or local policy, and/or funding or service changes that may impact services. The intent of this communication is to support early awareness, facilitate Cooperative planning, and maintain alignment across the Cooperative.

17.4. COOPERATIVE PROCESS FOR ADDRESSING ISSUES. If questions or concerns arise regarding a Contractor's or WCCLS's current ability to meet obligations under this Agreement or Cooperative-wide policies, the Parties agree to follow a collaborative problem-solving process:

17.4.1. INITIAL DIALOGUE. The Parties affected will first meet to clarify the issue, share information, and mutually determine whether adjustments or supports are needed.

17.4.2. COLLABORATIVE REVIEW. If further review is required, the matter may be brought to the Library Leadership Group for operational problem-solving or the Executive Board for problem-solving involving funding or governance issues. Issues will be brought before the Library Leadership Group or Executive Board according to the bylaws established outside of this Agreement.

17.4.3. ESCALATION ONLY WHEN NEEDED. If the issue cannot be resolved collaboratively, it may be elevated to County Administration and, if necessary, to the Board of County Commissioners for guidance, consistent with existing governance roles.

17.4.4. DOCUMENTATION. Resolutions or next steps agreed upon by the Parties will be documented for shared understanding and future reference.

## 18. TERMINATION.

18.1. The County may terminate this Agreement effective the end of any fiscal year

upon sixty (60) days' written notice if, in the County's sole and reasonable discretion, continuation of the Agreement is not in the public interest or sufficient funds are not appropriated or otherwise available.

18.2. Each Contractor may terminate this Agreement effective the last day of a given fiscal year upon sixty (60) days' written notice to the County.

18.3. County and any individual Contractor may terminate participation in this Agreement separately. And individual termination shall have no bearing or effect on the Agreement between remaining Parties and County, and the Agreement shall remain in full force and effect.

18.4. Upon delivery of a notice of termination under Sections 18.1 or 18.2, this Agreement shall remain in full force and effect through the end of the applicable fiscal year. During such period, the County shall continue to provide funding and each Contractor shall continue to provide library services in accordance with this Agreement, unless the Parties agree otherwise in writing.

19. INSURANCE. Each Contractor shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Contractors, its employees and agents.

19.1. ~~For City~~ Contractors agree to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274, which are cities, the insurance coverage shall cover the minimum amount specified in ORS 30.271.

19.2. For Contractors which are Nonprofit Corporations, certification of insurance meeting the County's minimum requirements as set forth in EXHIBIT E "Insurance Requirements Summary Form," shall be provided to WCCLS, and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds. Annual renewal certificates of insurance shall be submitted promptly to WCCLS via email to [accounting@wccls.org](mailto:accounting@wccls.org) ~~contracts@wccls.org~~.

20. COMPLIANCE WITH APPLICABLE LAWS. The Parties shall comply with all federal, state and local laws and ordinances applicable to the work performed under the contract including, but not limited to the following, as applicable: Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142 and all regulations and administrative rules established pursuant to those law, and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

20.1. Equal Opportunity Contractor shall not discriminate against its employees

(including applicants for employment) on the basis of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension of the Agreement in whole or in part by County.

20.2. Public Contracting Statutes ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. As applicable, the Contractor agrees to:

20.2.1. Make payment promptly, as due, to all persons supplying to Contractor, labor or material for the performance of the work provided for in this Agreement;

20.2.2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the Agreement;

20.2.3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this Agreement; and

20.2.4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

21. **INDEMNIFICATION AND HOLD HARMLESS.** Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.302, and the Oregon Constitution. The parties agree to promptly notify the other in writing of any such claim or demand to indemnify and agree to cooperation with each other in a reasonable manner to facility the defense of any such claim or demand.

22. **DEBT LIMITATION.** This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon appropriation of funds therefor.

23. **INDEPENDENT CONTRACTOR.** Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is

an agent or employer of another party. No party nor its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

24. NOTICE. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

25. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

26. CAPTIONS. Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the Parties hereto.

27. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any party.

28. AMENDMENT. This Agreement may only be amended in writing and signed by all of the Parties.

**SIGNATURES**

**For Washington County**

Approved as to form:

Signature:

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Name:

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Title:

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Signature:

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Name:

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Title:

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Date:

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Date:

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**For Contractor**

Approved as to form:

Signature:

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Signature:

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Name:

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Name:

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Title:

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Title:

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Date:

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Date:

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**EXHIBIT A: FY2026-2027 through FY2030-2031 Library Service Boundaries**

*Maps to be included in final version*

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## EXHIBIT B: Library Service Boundary Methodology

Library Service Boundaries are used to define the specific geographic area for which each Partner is responsible for providing base services, as well as provide a means for calculating each Partner's service population. The methodology for establishing Service Boundaries follows the following steps:

1. **Partition the County into distinct geographic units.** 100% of the County is partitioned into distinct geographic units using Washington County Assessment & Taxation voter precincts<sup>1</sup> so as to align with Partner municipal boundaries.
2. **Assign each geographic unit to one or more Partners.** Each geographic unit is assigned to one or more Partner service areas according to the following decision-tree:

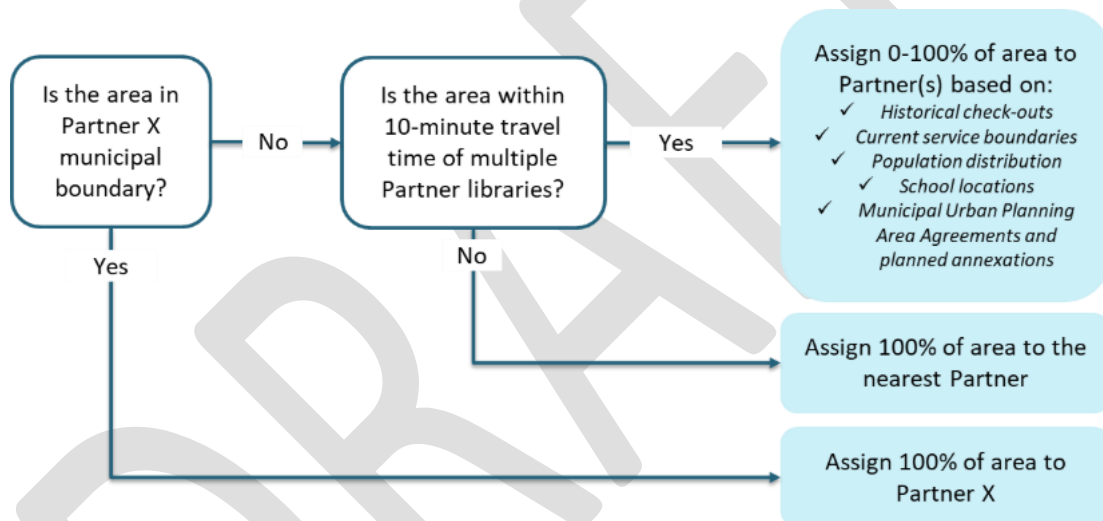


Figure 1: Decision-Tree for Allocation Geographic Units to Partner Library Services Boundaries

**EXHIBIT C: FY2026-2027 Library Funding Allocations**

<b>Partner</b>	<b>FY26-27 Allocation</b>
Aloha	\$1,581,151
Banks	\$512,000
Beaverton	\$7,424,000
Cedar Mill + Bethany	\$5,534,315
Cornelius	\$1,088,000
Forest Grove	\$1,231,813
Garden Home + West Slope	\$1,689,296
Hillsboro	\$6,992,000
North Plains	\$512,000
Sherwood	\$1,520,000
Tigard	\$4,526,201
Tualatin	\$2,009,850
WCCLS	\$17,000,000
<i>Total</i>	<i>\$51,620,626</i>

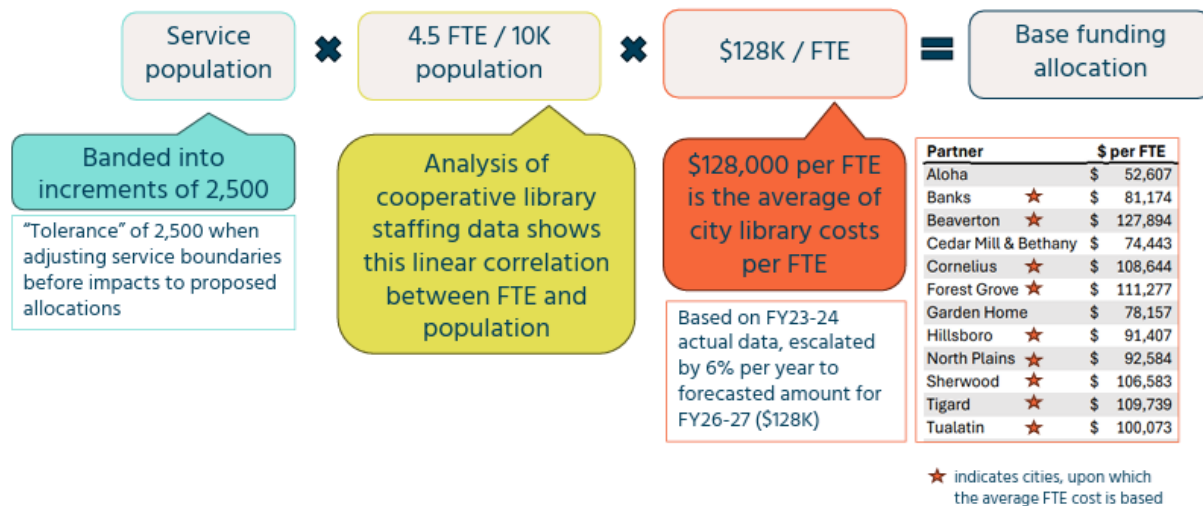
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### EXHIBIT D: Library Funding Allocation Methodology

Library Funding Allocations for FY2026-2027 were determined according to a funding allocation methodology developed as part of the WCCLS Funding and Governance Project. The funding allocation methodology is intended to support base service levels in a way that acknowledges operational differences resulting from past funding levels while moving towards a more consistent level of investment in each Partner library. The methodology, outlined in the figure below, follows the following steps:

1. The population within a Partner’s service boundary is estimated<sup>1</sup> and rounded down to the nearest multiple of 2,500<sup>2</sup>.
2. The rounded service population is used to determine the number of funding units<sup>3</sup> allocated to each Partner as described in Figure 1.
3. The allocated funding units are multiplied by a dollar per unit<sup>4</sup> to arrive at the base allocation for each Partner.
4. Non-profit Partners serving unincorporated areas of the County are allocated an additional dollar amount per facility square-foot to support the cost of maintaining library facilities.

Figure 2: Methodology for calculating Library Funding Allocations



<sup>1</sup> 2022 American Community Census population data

<sup>2</sup> Population intervals of 2,500 are used to reduce the funding allocation formula’s sensitivity to population estimates and stabilize funding allocations.

<sup>3</sup> The funding units correlate to a number of full-time equivalent (FTE) units to be allocated in addition to a base allocation of 4 FTE units, the minimum requirement outlined in the base service levels. Funding units above the base 4 FTE were assigned based on additional service population above 5,000 people according to the relationship of 4.5 FTE per 10,000.

<sup>4</sup> The dollar per unit was established by calculating the average costs for city Partners (\$128,000).

**EXHIBIT E: Insurance Requirements**

10/4/22



**WASHINGTON COUNTY  
OREGON**

**ATTACHMENT C  
INSURANCE REQUIREMENTS SUMMARY FORM**

Contractor shall provide insurance coverage and limits as described below. All insurance carried by Contractor must be primary to and non-contributory with any insurance, including any self-insurance carried by the County. A waiver of subrogation in favor of the County shall be required on General Liability, Worker’s Compensation and Automobile Liability coverage.

**It is strongly advised that contractors give this information to their insurance agent to verify that all requirements can be met.**

1. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall at all times carry a Commercial General Liability insurance policy for Bodily Injury, Property Damage, and Personal Injury. This insurance shall include contractual liability coverage for the indemnity provided under this contract. The policy shall name Washington County, its agents, officers, elected officials and employees, as an **ADDITIONAL INSURED by separate endorsement**.  
 Not Required.  
 COMMERCIAL GENERAL LIABILITY INSURANCE with limits of not less than:  
 \$500,000 / \$1,000,000  
 \$1,000,000/\$2,000,000  
 \$2,000,000 / \$4,000,000  
 Other: \$ \_\_\_\_\_ each occurrence / aggregate for Bodily Injury and Property Damage.  
 ADDITIONAL INSURED ENDORSEMENT not required.
  
2. **AUTOMOBILE LIABILITY INSURANCE.** Contractor shall at all times carry Automobile Liability Insurance for Bodily Injury and Property Damage for Contractor’s vehicles, whether owned, hired, or non-owned, which includes coverage for Washington County, its agents, officers, elected officials and employees.  
 Not required.  
 AUTOMOBILE LIABILITY INSURANCE with a combined single limit per accident, or the equivalent of not less than:  
 \$1,000,000  
 \$2,000,000  
 Other: \$ \_\_\_\_\_ each accident for Bodily Injury and Property Damage for Contractor’s vehicles whether owned, hired, or non-owned.  
 No requirement in excess of that required under state law.  
 Automobile Liability Additional Insured Endorsement is not required.
  
3. **PROFESSIONAL LIABILITY INSURANCE** Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy.  
 Not required.  
 PROFESSIONAL LIABILITY INSURANCE with limits of not less than:  
 \$1,000,000/\$2,000,000  
 \$1,000,000/\$3,000,000  
 \$2,000,000/\$4,000,000  
 Other: \$ \_\_\_\_\_ each occurrence (or each claim if coverage is afforded on a claims made basis)/aggregate to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this contract.

**EXHIBIT E: Insurance Requirements (continued)**

4.  **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. No Workers' Compensation Insurance has been or will be obtained by the County for Contractor or Contractor's employees and subcontractors. Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents or partners as required by applicable workers' compensation laws including employers' liability with limits not less than \$500,000/ \$500,000/ \$500,000.

OTHER: \$ \_\_\_\_\_

5. **OTHER COVERAGE(S) REQUIRED**

A.  **POLLUTION OR ASBESTOS LIABILITY INSURANCE** with limits of not less than

\$1,000,000

Other: \$ \_\_\_\_\_ each occurrence (or each claim if coverage is afforded on a claims made basis)

AND

\$1,000,000

Other: \$ \_\_\_\_\_ in the annual aggregate to cover damages due to Bodily Injury, Property Damage and Environmental Damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs.

B.  **EMPLOYEE DISHONESTY AND MONEY AND SECURITIES** with a limit of not less than

\$ 250,000 each occurrence to cover Theft, Disappearance and Destruction of cash or negotiable securities in the care, custody or control of the contractor for County or on behalf of County clients.

C.  **CYBER LIABILITY INSURANCE** with limits of not less than

\$1,000,000

Other: \$ \_\_\_\_\_ each occurrence to cover data losses caused by cyber attacks, viruses, other threats, paper transactions, crisis services and lawsuits that result from data breaches or your failure to protect sensitive information.

D.  **PHYSICAL ABUSE AND MOLESTATION INSURANCE** with limits of not less than

\$1,000,000

Other \$ 500,000 each occurrence to cover actual or threatened physical abuse, mental injury, sexual molestation, or negligent employment, supervision, investigation, reporting to proper authorities or retention of any person for whom the Contractor is responsible for, including but not limited to Contractor and Contractor's employees and volunteers. Coverage can be provided by a separate policy or as an endorsement to the general or professional liability policies.

E.  **PRODUCTS COMPLETED OPERATIONS HAZARD ADDITIONAL INSURED ENDORSEMENT** naming Washington County, its agents, officers, elected officials and employees with respect to liability for Bodily Injury and Property Damage.

F.  **BUILDER'S RISK** \$ \_\_\_\_\_ Contractor to provide the additional coverage types and limits required on large construction projects, as outlined by the Risk Manager. The coverage requirements remain in place through the duration of the construction project. If the Builder's Risk policy renews annually during the construction project, any significant changes require County Risk

**EXHIBIT E: Insurance Requirements (continued)**

Manager approval prior to implementation. The County is to receive copy of new policy with the approved changes and will attach to the original contract terms. Contractor with proof of payment and cost for coverage may be reimbursed at cost with no mark-up for the Builder's Risk coverage.

- G.  **OTHER** (describe coverage and limits):  
County agrees to waive Subcontractor Insurance requirements

**NOTES:**

**Extended Reporting Coverage ("Tail Coverage").** For Professional Liability/Errors & Omissions Insurance written on a "claims made" basis and for any other required liability insurance provided on a "claims made" basis, Contractor shall provide "tail" coverage at the completion of the contract for a duration of thirty-six (36) months or continuous "claims made" liability coverage for thirty-six (36) months following contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided the retroactive date of the coverage is on or before the effective date of the contract.

**Maximum Deductible/Retention.** Any deductible or retention must be disclosed on the certificate of insurance and no deductible or retention may exceed \$25,000 without the prior written consent of the County. Contractor is responsible to pay any amounts within the deductible or retention amount.

**Additional Insureds.** The County, its agents, officers, elected officials and employees must be named as additional insureds with respect to Contractor's services to be provided under this Contract. All liability insurance policies, with the exception of professional and/or workers compensation policies, must be endorsed to show this additional coverage.

**Insurance Certificates.** Contractor shall deliver to the County, prior to the commencement of work, a certificate of insurance evidencing all policies required by this contract including additional insured provisions afforded by the policy. This requirement can be satisfied by providing a copy of the coverage form and/or the endorsement(s). Further, it is an affirmative obligation upon the Contractor to advise the Contract Administrator within two business days of any substantive change of any insurance policy or endorsement set out herein, and failure to do so shall be construed to be a breach of this contract.

**Subcontractor Insurance.** Contractor shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the Contractor under this contract, unless the requirement is expressly modified or waived by the County.

**EXHIBIT E: Insurance Requirements**