

**INTERGOVERNMENTAL AGREEMENT LIB-IGA-NFA-13802-2022
METROPOLITAN INTERLIBRARY EXCHANGE
AGREEMENT REGARDING EXCHANGE OF LIBRARY SERVICES**

This is an Agreement regarding library services among Clackamas County, Hood River County Library District, Multnomah County Library District and Washington County pursuant to authority granted in ORS Chapter 190, and Fort Vancouver Regional Library District, a Washington inter-county rural library district, pursuant to authority granted in RCW Chapter 27.12, and City of Camas, Washington, pursuant to authority granted in RCW Chapter 35A.27.010, herein referred to as "Party or Parties."

PURPOSE: The purpose of this Agreement is to exchange public library services offered by each Party to the residents of the areas served by the other Parties. WHEREAS, the Parties desire to enter into an agreement for the exchange of library services which continues the program on the terms set forth below;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. EXCHANGE OF SERVICES.** The Parties shall each offer to residents of the other Parties, all library services provided to residents of their respective service areas upon the same terms and conditions applicable to the residents of their individual service areas, unless exceptions are agreed upon by all Parties.
- 2. TERM.** The term of this Agreement shall be from execution through and including June 30, 2027.
- 3. REVIEW.** The Manager of LINCC Library Services, the centralized services team supporting the Libraries in Clackamas County (LINCC), the Director of the City of Camas Library, the Executive Director of Fort Vancouver Regional Library District, the Director of Hood River County Library District, the Director of Multnomah County Library District, and the Manager of the Washington County Cooperative Library Services shall meet as needed to review library use covered by this Agreement, and to consider other cooperative efforts or ventures that might further services to residents.
- 4. WITHDRAWAL AND TERMINATION.** This Agreement may be terminated upon the mutual agreement of all signatories or by the remaining Parties if other Parties have previously withdrawn. Any Party may withdraw from further participation in this Agreement for any reason upon ninety (90) days written notice to the other participating Parties.
- 5. INDEMNIFICATION** Subject to the limitations and conditions of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the limitations and conditions of the Washington Constitution, RCW Chapter 4.96, RCW 4.08.120, and RCW 4.24.470, each Party shall indemnify, defend and hold harmless all other Parties from and against all liability, loss and costs arising out of or resulting from the acts or omissions of that Party, its officers, elected officials, employees and agents in the performance of this Agreement.

6. INSURANCE. Each Party shall be responsible for providing worker's compensation insurance as required by law. The Parties shall not be required to provide or show proof of any other insurance coverage.

7. ADHERENCE TO LAW. Each Party in the State of Oregon shall comply with all federal, State of Oregon and Oregon local governmental laws and ordinances applicable to this Agreement. Each Party in the State of Washington shall comply with all federal, State of Washington, and Washington local governmental laws and ordinances applicable to this Agreement.

8. NON-DISCRIMINATION. Each Party in the State of Oregon shall comply with all requirements of federal and State of Oregon civil rights and rehabilitation statutes, and Oregon local governmental non-discrimination ordinances. Each Party in the State of Washington shall comply with all requirements of federal and State of Washington civil rights and rehabilitation statutes, and Washington local governmental non-discrimination ordinances. Each Party shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits or employment.

9. ACCESS TO RECORDS. Each Party shall have access to the books, documents and other records of the other Parties which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

10. DATA. Data in support of this agreement will be shared as agreed upon by all Parties. Shared data will be usage counts only, patron data will not be shared.

11. SUBCONTRACTS AND ASSIGNMENTS. None of the Parties will subcontract or assign any part of this Agreement without the written consent of the other Parties to this Agreement.

12. THIS IS THE ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement among each Party. This Agreement may be modified or amended only by written agreement of the Parties.

13. GOVERNING LAW. Except as otherwise provided in Paragraphs 5, 7 and 8 herein, the provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof.

14. COUNTERPARTS. This Agreement may be executed in one or more counterparts, including by signature pages delivered in electronic format, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

15. NO ATTORNEY FEES. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.