

**SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES**

This amends the Intergovernmental Agreement dated January 17, 2006 and amended July 1, 2007 between Washington County on behalf of Washington County Cooperative Library Services, and the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, and the Cedar Mill Community Library Association and the Garden Home Community Library Association (“Contractors”) as follows:

In accordance with **Section 4.I: Adding or Subtracting Members**, the Aloha Community Library Association shall be added as a Member, effective July 1, 2016. The Aloha Community Library Association, by its execution of this Amendment, also hereby agrees to be bound by all of the terms and conditions of the January 17, 2006 Intergovernmental Agreement and all Amendments thereto.

Amend Section 1, B: delete definition as it is an obsolete reference term.

Amend Section 1, C: replace definition of WILInet (Washington County Inter-Library Information network) as follows:

WCCLS Information Network– 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.

Amend Section 1, F: replace definition of WCCLS Library Directors’ Board as follows:

WCCLS Policy Group – the Board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Director.

Amend Section 1, G replace definition of Cooperative Library Advisory Board (CLAB) as follows:

WCCLS Executive Board – the Board established to advise the Board of County Commissioners and the Cooperative Library Services Director on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.

Amend Section 4, A: WCCLS EXECUTIVE BOARD Membership to read as follows:

4. WCCLS EXECUTIVE BOARD

A. Membership

The Executive Board shall consist of fourteen (14) voting Board Members (“Members”) representing the twelve (12) Contracting library service providers, the West Slope Community Library, and Washington County. For the cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, the Members shall be the chief administrative officers of those jurisdictions or their designees. For the Aloha Community Library Association, the Cedar Mill Community Library Association and the Garden Home Community Library Association, the Members shall be representatives designated by the Contractors’ governing boards. For the West Slope Community Library, the Member shall be a representative of the community appointed by the Board of County Commissioners. The Washington County Administrator (or designee) shall represent countywide services. The Executive Board will meet as needed and will typically convene either prior to or immediately following the standing city/county managers’ meetings.

Amend Section 5, A: WCCLS POLICY GROUP Membership to read as follows:

5. WCCLS POLICY GROUP

A. Membership

The WCCLS Policy Group (“Policy Group”) shall consist of fourteen (14) voting Policy Group members representing the twelve (12) Contracting library service providers, the West Slope Community Library, and a library that is a non-public library WCCLS Information Network User (either Tuality Health Information Resource Center or the Oregon College of Art and Craft library). These fourteen Members shall be the library directors or their designees.

Replace Section 7, SEVERABILITY to read as follows:

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.

Replace Section 10, COMPLIANCE WITH LAWS to read as follows:

10. COMPLIANCE WITH APPLICABLE LAWS

Each party agrees to comply with all local, state, and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

- A. **Equal Opportunity** Member hereby agrees that its employees (including applicants for employment) shall not be discriminated against 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 contract 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 in whole or in part by County.
- B) **Public Contracting Statutes** ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. The Member agrees to:
1. Make payment promptly, as due, to all persons supplying, to Member, labor or material for the performance of the work provided for in this contract;
 2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the contract;
 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 contract; and
 4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

Replace Section 11, LIABILITY AND INDEMNIFICATION to read as follows:

11. INDEMNIFICATION

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.

Replace Section 12, NO BENEFITS to read as follows:

12. 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 or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

Replace Section 14, INSURANCE to read as follows:

All parties to this Agreement shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Members, their employees and agents. The insurance coverage shall be for a minimum of the amounts specified in ORS 30.271. For Members which are not units of local government, certification of insurance shall be provided to WCCLS and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds.

This amendment shall become effective July 1, 2016.

In performing the above, it is understood and agreed that all other terms and conditions of the original Intergovernmental Agreement of January 17, 2006 and amendments thereto are still in effect.

FOR THE CONTRACTOR:

Signature

Title

Date

FOR WASHINGTON COUNTY:

Signature

Title

Washington County

APPROVED AS TO FORM:

County Counsel