

INTERGOVERNMENTAL AGREEMENT
Contract Number 0708065

AGREEMENT REGARDING
EXCHANGE OF LIBRARY SERVICES

This is an Agreement among Clackamas County, Multnomah County, and Washington County (respectively referred to herein as "Clackamas, Multnomah, and Washington," or generically as "County" or "Counties"), Hood River County Library District ("HRCLD") pursuant to authority granted in ORS Chapter 190, and the Fort Vancouver Regional Library, a Washington inter-county rural library district ("FVRL"), pursuant to authority granted in RCW Chapter 27.12, and the City of Camas, Washington ("City"), pursuant to authority granted in RCW Chapter 35A.27.010.

PURPOSE:

The purpose of this Agreement is to exchange public library services by each County, the City, and the Districts to the residents of the other counties in Oregon, and the residents of the counties in Washington served by FVRL, and the residents of the City.

WHEREAS, each County, the City, HRCLD and FVRL 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.** Clackamas County, Multnomah County, Washington County, FVRL, HRCLD, and the City of Camas shall each offer to residents of the other Counties, to residents of FVRL, the residents of HRCLD, and to residents of the City of Camas, 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. Each County, HRCLD, FVRL, and the City shall not be required to extend library services to residents of the other Counties, or residents of the Districts, or residents of the City who have had library privileges canceled for any reason.
2. **TERM.** The term of this Agreement shall be from execution through and including June 30, 2017. It is the intent of the parties that this Agreement becomes effective on July 1, 2012.
3. **REVIEW.** The Administrator of the Library Information Network of Clackamas County, the Director of Hood River County Library District, the Director of Multnomah County Library, the Manager of the Washington County Cooperative Library Services, the Executive Director of Fort Vancouver Regional Library, and the Director of the City of Camas Library 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 of that party, its officers, employees and agents in the performance of this Agreement.
6. **INSURANCE.** Each County, HRCLD, FVRL, and the City shall be responsible for providing worker's compensation insurance as required by law. The Counties, HRCLD, FVRL, and the City shall not be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each County and the HRCLD shall comply with all federal, State of Oregon and Oregon local governmental laws and ordinances applicable to this Agreement. FVRL and the City shall comply with all federal, State of Washington, and Washington local governmental laws and ordinances applicable to this Agreement.
8. **NON-DISCRIMINATION.** Each County and the HRCLD shall comply with all requirements of federal and State of Oregon civil rights and rehabilitation statutes, and Oregon local governmental non-discrimination ordinances. FVRL and the City shall comply with all requirements of federal and State of Washington civil rights and rehabilitation statutes, and Washington local governmental non-discrimination ordinances.
9. **ACCESS TO RECORDS.** Each County, HRCLD, FVRL, and the City shall have access to the books, documents and other records of the other Counties, HRCLD, FVRL, and the City which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
10. **SUBCONTRACTS AND ASSIGNMENTS.** None of the Counties, nor HRCLD, nor FVRL, nor the City will subcontract or assign any part of this Agreement without the written consent of the other parties to this Agreement.
11. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement among each County, HRCLD, FVRL, and the City. This Agreement may be modified or amended only by written agreement of the Counties, the Districts, and the City.

12. **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.

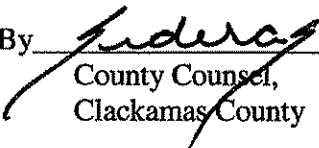
FOR CLACKAMAS COUNTY

By 

Title Chair

Date 7-12-2012 C.I.

Approved as to form:

By 
County Counsel,
Clackamas County

FOR MULTNOMAH COUNTY LIBRARY

By _____
Vailey Oehlke
Director of Libraries

Date _____

REVIEWED:

By _____
Assistant County Counsel

FOR MULTNOMAH COUNTY

By _____
Jeff Cogen, County Chair

Date _____

FOR WASHINGTON COUNTY

By _____

Title _____

Date _____

Approved as to form:

By _____
County Counsel,
Washington County

FOR FVRL

FORT VANCOUVER REGIONAL LIBRARY

12. **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.

FOR CLACKAMAS COUNTY

Approved as to form:

By _____

By _____

Title _____

County Counsel,
Clackamas County

Date _____

FOR MULTNOMAH COUNTY LIBRARY

REVIEWED:

By _____

By _____

Vailey Oehlke
Director of Libraries

Assistant County Counsel

Date August 2, 2012

FOR MULTNOMAH COUNTY

By _____

Jeff Oogen, County Chair

Date 8/6/12

FOR WASHINGTON COUNTY

Approved as to form:

By _____

By _____

Title _____

County Counsel,
Washington County

Date _____

FOR FVRL

**FORT VANCOUVER REGIONAL
LIBRARY**

12. **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.

FOR CLACKAMAS COUNTY

Approved as to form:

By _____

By _____

Title _____

County Counsel,
Clackamas County

Date _____

FOR MULTNOMAH COUNTY LIBRARY

REVIEWED:

By _____

By _____

Vailey Oehlke
Director of Libraries

Assistant County Counsel

Date _____

FOR MULTNOMAH COUNTY

By _____

Jeff Cogen, County Chair

Date _____

FOR WASHINGTON COUNTY

Approved as to form:

By Andy Duyck

By [Signature]

Chairman Board of Commissioners

County Counsel,
Washington County

Date 6-26-12

FOR FVRL

**APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS**

**FORT VANCOUVER REGIONAL
LIBRARY**

MINUTE ORDER # 12-183

DATE 06/26/12

BY [Signature]
CLERK OF THE BOARD

By *Patty Smitman*
Patty Smitman
Interim Executive Director

Date *June 11, 2012*

FOR HOOD RIVER COUNTY LIBRARY DISTRICT

By _____
Title _____
Date _____

Approved as to form:

By _____
Hood River County Library District

FOR CITY OF CAMAS

By _____
Title _____
Date _____

Approved as to form:

By _____
City Counsel,
City of Camas

By _____
Patty Duitman
Interim Executive Director

Date _____

FOR HOOD RIVER COUNTY LIBRARY DISTRICT

By *Sara Snyder*
Title *President*
Date *7-5-12*

Approved as to form:

By *[Signature]*
Hood River County Library District

FOR CITY OF CAMAS

By _____
Title _____
Date _____

Approved as to form:

By _____
City Counsel,
City of Camas

By _____
Patty Duitman
Interim Executive Director

Date _____

FOR HOOD RIVER COUNTY LIBRARY DISTRICT

Approved as to form:

By _____

By _____

Hood River County Library District

Title _____

Date _____

FOR CITY OF CAMAS

Approved as to form:

By *Satt* _____

By *Shirley* _____

Title Mayor _____

City Counsel,
City of Camas

Date 6/19/12 _____