



## RESOLUTION 2016-030

### AUTHORIZING THE CITY MANAGER TO SIGN INTERGOVERNMENTAL AGREEMENTS WITH WASHINGTON COUNTY ON BEHALF OF WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES (WCCLS)

**WHEREAS**, on November 3, 2015, Washington County voters approved the Washington County Cooperative Library Services (WCCLS) library operating levy; and

**WHEREAS**, the replacement of the local option levy, Measure 34-235, means that funding from the approved levy will maintain and increase countywide library services for the next five years, beginning July 1, 2016 through June 30, 2021; and;

**WHEREAS**, Resolution 2011-047 authorized the City Manager to sign an agreement with Washington County on behalf of WCCLS, which expires on June 30, 2016; and

**WHEREAS**, WCCLS exists to coordinate, contract for or provide a full range of library and information services to all residents of the county; and

**WHEREAS**, these agreements provide funding for the Sherwood Library and the vehicle to share materials with other Washington County libraries to the benefit of Sherwood citizens; and

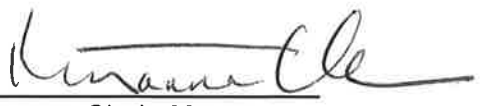
**WHEREAS**, the attached exhibits A) Public Library Services Agreement, B) WCCLS Information Network, and C) the Second Amendment to the Intergovernmental Agreement for Washington County Cooperative Library Services, renew the current agreements through June 30, 2021;

### **NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:**

**Section 1.** The City Manager is authorized to sign Exhibit A, the Public Library Services Agreement, Exhibit B, the WCCLS Information Network Agreement, and Exhibit C, the Second Amendment to the Intergovernmental Agreement for WCCLS.

**Section 2.** This Resolution shall be effective upon its approval and adoption.

**Duly passed by the City Council this 7<sup>th</sup> of June, 2016.**

  
Krisanna Clark, Mayor

Attest:

  
Sylvia Murphy, MMC, City Recorder

## Public Library Services Agreement

This Agreement is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as "County", on behalf of Washington County Cooperative Library Services, hereinafter referred to as "WCCLS," and the Cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, and Aloha Community Library Association, Cedar Mill Community Library Association and Garden Home Community Library Association, hereinafter referred to as "Contractor(s)." County and Contractors are collectively known as "the Parties." WHEREAS, Washington County has approved funding for countywide library services including non-fee access by County residents to public libraries operated by Contractors; and

WHEREAS the Parties originally entered into this Agreement in 1976 and the Agreement has had subsequent amendments and renewals including the last one entered into on June 21, 2011 (MO #11-165); and

WHEREAS, 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; and

WHEREAS, 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, in consideration of the mutual covenants contained herein, the Parties agree as follows:

### 1. DEFINITIONS

The following definitions shall be used in this Agreement:

- A. WCCLS (Washington County Cooperative Library Services) – An agency of County government that exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B. 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 Contractors' staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware or peripheral products provided to Contractors and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.

- C. Qualified Borrowers – All Washington County residents, residents of counties or cities with which Washington County has reciprocal borrowing agreements, and paying card holders.
- D. West Slope Community Library - The public library that is a department of WCCLS and managed by the County. For purposes of this Agreement, West Slope is a Contractor.
- E. Oregon Public Library Statistical Report – The report mandated by ORS 357.520, containing statistics and provided on an annual basis to the Oregon State Library via a reporting format determined by the State Library. Report data is typically due October 1 of each year.
- F. 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.
- G. 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.

## 2. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2016 through June 30, 2021, except as otherwise provided in Section 11 of this Agreement.

## 3. FUNDS

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 Section 5 and the Payment Schedule set forth in Section 7.

By receipt of funds from WCCLS each Contractor agrees to expend those funds to provide library services according to Contractor's established policies, and to ensure that Contractor's library facilities are open for public use by all Qualified Borrowers. Contractors must spend all funds received from WCCLS on the provision of library services.

4. MINIMUM OPERATING REQUIREMENTS

By receipt of funds from WCCLS each Contractor agrees that Contractor's library facilities will be open to the public at least 45 hours per week, and to employ at least one full-time employee who will serve as the primary contact with WCCLS.

5. FUNDING DISTRIBUTION

A. 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 this Section and based on figures set forth in EXHIBIT A "Funding Distributions."

B. Payments to Contractors shall be budgeted in three (3) funding distribution pools.

1. Pool One. If the countywide assessed value increases at least 3% annually, for FY2016-17 the total amount in Pool One shall be \$23,313,017 as identified in EXHIBIT A. Thereafter, if countywide assessed value increases at least 3% annually Contractors shall each receive increases of 3% on an annual basis for the Term of this Agreement.
2. Pool Two. After actual County assessed valuation, tax levies and taxes are certified, County will determine WCCLS revenue which is subject to adjustment to actual revenue. WCCLS will use the WCCLS actual revenue to first fully fund Pool One distributions and budgeted WCCLS support and outreach services, including the Jump Start Operating Fund. WCCLS may then allocate additional funds to Pool Two. The WCCLS Executive Board shall recommend whether funds from Pool Two shall be distributed to Contractors, and if so, on what basis. Typically, the WCCLS Executive Board shall make the recommendation in February of each year. Any distribution of funds from Pool Two shall be distributed on a separate schedule from Pool One.
3. Jump Start Operating Fund. WCCLS shall create a third funding pool and use funds from this pool to support Contractors that physically expand a library building or add a new library branch during the term of this Agreement. Funds shall be allocated to support the operations of said expansions. WCCLS shall allocate funds through an application process created by the WCCLS Executive Board. Funds from this third funding pool will be added to the Contractor's Pool 1 base allocation at the beginning of the next Agreement term.

6. ADJUSTMENTS IN PAYMENTS

- A. WCCLS may adjust payments if funding for payments noted in 5.B.1 is less than projected. WCCLS will reduce amounts paid to each Contractor in an amount proportionate to each library's percentage of the total amount available for payment.
- B. WCCLS shall notify the Contractors in writing of any adjustments under this Section after the County adopts the budget for the subsequent fiscal year. If reductions in revenue are necessary after the beginning of a fiscal year, County shall give sixty (60) days notification to Contractors, if possible.

7. PAYMENT SCHEDULE

- A. WCCLS shall make payments to those Contractors that are cities as follows:
  - 1. 80% (eighty percent) of the total annual payment shall be made on or before December 31; and
  - 2. 20% (twenty percent) of the total annual payment shall be made on or before April 15.
- B. Notwithstanding paragraph 7.A above, a city not formerly a party to a Public Library Services Agreement with WCCLS, that establishes a public library and becomes a party to this Agreement, shall be entitled to receive payment on a monthly basis during the term of this Agreement. The monthly payment shall be 1/12 of the total annual payment. In addition, WCCLS agrees that any city to which this subsection applies shall be entitled to receive monthly payments for the entire term of any renewal or successor agreement to which it becomes a party, provided funds are available.
- C. WCCLS shall make payments to those Contractors that are community libraries, specifically Aloha Community Library Association, Cedar Mill Community Library Association, Garden Home Community Library Association and the West Slope Community Library, on a monthly basis. The monthly payment shall be 1/12 of the total annual payment.

8. SPECIAL LIBRARY FUND

County, on behalf of WCCLS, shall maintain a Special Library Fund that shall include:

- A. Any remaining funds from a previous year which shall be carried over to the next year;
- B. All property tax collections made under all County library local option levies;

- C. All transfers of county general funds made to WCCLS;
- D. All interest earnings on the Special Library Fund, in accordance with ORS 294.080(1); and
- E. Other revenues for library services.

9. SERVICES TO BE PROVIDED BY WCCLS

WCCLS agrees to provide the following central support and outreach services to Contractors and West Slope Community Library:

- A. Reciprocal borrowing with other metropolitan area public libraries and Oregon Library Passport Program participating libraries;
- B. Coordination of countywide library services among Contractors and with regional and state library service providers;
- C. Coordination of selection and purchase of shared electronic products available through WCCLS.org, coordination of training and education for adult services staff, coordination of countywide adult programming such as Summer Reading, and interlibrary loan borrowing from and lending to libraries outside of Washington County;
- D. Outreach services to special populations of Washington County residents, including, but not limited to, circulation of materials to those who cannot get to a public library (homebound), information and education about library-related services for child care providers and the children in their care, Latino and other cultural communities.
- E. Coordination and support of countywide youth services, including Summer Reading Programs and shared resources, coordination of training and education of youth services staff;
- F. Courier pick-up and delivery of materials between Contractors and provision of courier connections to regional library delivery systems;
- G. Planning for long-term growth and development of countywide library services;
- H. Operation and maintenance of the WCCLS Information Network as defined in the WCCLS Information Network Agreement; and
- I. Other services to address Long Range Service Plan goals as agreed upon by the Parties.

10. SERVICES TO BE PROVIDED BY CONTRACTORS

- A. Each Contractor agrees to ensure equity of access to materials, resources and services for all Qualified Borrowers.
- B. Qualified Borrowers will not be charged a fee for the initial circulation or renewal of library materials.
- C. Each Contractor shall apply all fees and policies uniformly to all Qualified Borrowers. Such fees may include special service and overdue fees.
- D. Each Contractor shall designate a staff member who will work with WCCLS and administer this Agreement on behalf of Contractor. Contractor shall authorized the staff member to receive and give any

notices that may be required under this Agreement. Unless otherwise designated, this shall be the Library Director for each Contractor.

- E. Each Contractor shall meet all requirements for Level 5 Libraries as defined in the Admission of New Public Libraries to Washington County Cooperative Library Services, as approved by the WCCLS Executive Board May 23, 2012 and subsequent revisions.
- F. Each Contractor shall abide by shared policies and procedures as agreed upon by the WCCLS Policy Group.
- G. Each Contractor shall identify its membership in WCCLS through identification marks, and through public communications in selected library printed materials, websites or other publicity materials.

#### 11. RECORD KEEPING

- A. WCCLS shall provide each Contractor with a copy of the County's annual audit, upon request by Contractor.
- B. Each Contractor shall provide WCCLS with a copy of Contractor's annual audit. For purposes of this Section, the following requirements shall apply:
  - 1. For Contractors which are cities, the audit shall be that of the city, and shall be supplied upon request of WCCLS.
  - 2. For Contractors which are community libraries (specifically Aloha Community Library Association, Cedar Mill Community Library Association and Garden Home Community Library Association), the audit shall be the result of an annual review of the Contractor's financial statements made by an independent certified public accountant in accordance with standards of the American Institute of Certified Public Accountants, and shall be supplied by December 31<sup>st</sup> of each year to WCCLS.
- C. Each Contractor shall provide WCCLS with a copy of its Oregon Public Library Statistical Report.

#### 12. TERMINATION

- A. County may terminate this Agreement upon sixty (60) days written notice for a termination date no sooner than the end of the current fiscal year, if it determines, in good faith through an open, public process, that:
  - 1. The public interest would be served by such termination; or
  - 2. Adequate funds are not available.
- B. Each Contractor shall have the right to terminate this Agreement upon sixty (60) days written notice, if Contractor determines, in good faith, that:
  - 1. The public interest in its jurisdiction or area of service would be served by such termination; or

2. Appropriated funds for Contractor are less than the amount reasonably anticipated.
- C. County and each Contractor may terminate participation in this Agreement separately, and Agreements between remaining parties and County shall remain in effect.
- D. If Contractor terminates its participation in the Agreement, the County shall distribute funds to the Contractor prorated to the date of termination.

13. INSURANCE

Each contractor 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 Contractors, its employees and agents. The insurance coverage shall cover the minimum amount specified in ORS 30.271. For Contractors 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.

14. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall 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 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.
- B. Public Contracting Statutes ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. The Contractor agrees to:
  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;
  2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the Agreement:



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

15. 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.

16. 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.

17. 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.

18. 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.

18. 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.

19. 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.

20. 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.

21. AMENDMENT

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

FOR THE CONTRACTOR:

FOR WASHINGTON COUNTY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL

**Exhibit A: Funding Distributions**

**WCCLS Public Library Pool 1 Funding For FY16-17 through FY20-21, with one-time adjustment in FY16-17**

Library	FY15-16 Distribution	3% annual increases ->							\$ increase over 5 yrs	% incr over 5 yrs
		APPLY 4% increase to "catch up"	FY16-17 Distribution (with base adjustments)	FY17-18 Distribution	FY18-19 Distribution	FY19-20 Distribution	FY20-21 Distribution			
Aloha			\$ 425,000	\$ 450,000	\$ 500,000	\$ 515,000	\$ 530,450			
Banks	\$ 135,596	\$ 141,020	\$ 167,705	\$ 172,737	\$ 177,919	\$ 183,256	\$ 188,754	\$ 53,158	39.2%	
Beaverton	\$ 4,934,347	\$ 5,131,720	\$ 5,490,941	\$ 5,655,669	\$ 5,825,339	\$ 6,000,099	\$ 6,180,102	\$ 1,245,756	25.2%	
Cedar Mill	\$ 3,645,857	\$ 3,791,691	\$ 3,981,275	\$ 4,100,714	\$ 4,223,735	\$ 4,350,447	\$ 4,480,961	\$ 835,104	22.9%	
Cornelius	\$ 178,194	\$ 185,321	\$ 205,707	\$ 211,878	\$ 218,234	\$ 224,781	\$ 231,525	\$ 53,331	29.9%	
Forest Grove	\$ 734,507	\$ 763,887	\$ 802,081	\$ 826,144	\$ 850,928	\$ 876,456	\$ 902,750	\$ 168,243	22.9%	
Garden Home	\$ 379,103	\$ 394,267	\$ 413,980	\$ 426,400	\$ 439,192	\$ 452,368	\$ 465,939	\$ 86,836	22.9%	
Hillsboro	\$ 4,582,623	\$ 4,765,928	\$ 5,004,224	\$ 5,154,351	\$ 5,308,981	\$ 5,468,251	\$ 5,632,298	\$ 1,049,675	22.9%	
North Plains	\$ 104,437	\$ 108,614	\$ 168,717	\$ 173,778	\$ 178,992	\$ 184,361	\$ 189,892	\$ 85,455	81.8%	
Sherwood	\$ 775,590	\$ 806,613	\$ 846,944	\$ 872,352	\$ 898,523	\$ 925,479	\$ 953,243	\$ 177,653	22.9%	
Tigard	\$ 3,238,976	\$ 3,368,535	\$ 3,469,591	\$ 3,573,679	\$ 3,680,889	\$ 3,791,316	\$ 3,905,055	\$ 666,079	20.6%	
Tualatin	\$ 1,410,865	\$ 1,467,300	\$ 1,540,664	\$ 1,586,884	\$ 1,634,491	\$ 1,683,526	\$ 1,734,031	\$ 323,167	22.9%	
West Slope	\$ 743,265	\$ 772,996	\$ 796,186	\$ 820,071	\$ 844,673	\$ 870,013	\$ 896,114	\$ 152,849	20.6%	
<b>Totals</b>	<b>\$ 20,863,358</b>	<b>\$ 21,697,893</b>	<b>\$ 23,313,017</b>	<b>\$ 24,024,657</b>	<b>\$ 24,781,897</b>	<b>\$ 25,525,354</b>	<b>\$ 26,291,114</b>	<b>\$ 5,427,756</b>	<b>26.0%</b>	

<b>Basic Library Threshold: (Included in FY16-17 distributions)</b>	
<b>Open 45 hours per week, 1FTE position (Director)</b>	
<u>Library</u>	<u>Net additional</u>
North Plains	\$ 50,327 (Gets NPPL 1FTE Director)
Banks	\$ 16,814 (gets BAL 3 more hrs/week)
Total	\$ 67,141

**WCCLS Information Network Agreement**

This WCCLS Network Agreement, hereafter referred to as "Agreement," is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as "County", by and through Washington County Cooperative Library Services, hereinafter referred to as "WCCLS," and the Cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard and Tualatin, Aloha Community Library Association, Cedar Mill Community Library Association, Garden Home Community Library Association, Tuality Healthcare and Oregon College of Art and Craft, hereinafter referred to as "Network Users." County and Network Users are collectively known as "the Parties."

WHEREAS the Parties originally entered into this Agreement in 1986 and the Agreement has had subsequent amendments and renewals including the last one entered into on July 11, 2011.

WHEREAS, 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 libraries, and

WHEREAS, the Parties desire to continue to provide residents of Washington County with access to public library services and can provide such access and services, and

WHEREAS, WCCLS has purchased and installed an integrated library system and operates and maintains a secure telecommunications network to facilitate connections between Network Users' libraries and to the Internet, and desires to make this system available for use by libraries in Washington County;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. DEFINITIONS

The following definitions shall be used in constructing the following phrases, terms and abbreviations in this Agreement:

- A) WCCLS (Washington County Cooperative Library Services) - An agency of County government that exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B) 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 Network Users' library staff or public access; wireless Internet access for the public; central site hardware and software; software, hardware or peripheral products provided to Network Users' libraries and supported by WCCLS; and the telecommunications network linking Network Users to the system and for Internet access, hereinafter referred to as the "Network."

- C) Host – Any intelligent device connected to the Network that is addressable by a network/transport protocol. All workstations, network printers, routers, etc. are hosts.
- D) Broadband Users' Group – A membership organization through which WCCLS procures Internet and firewall network services.
- E) 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.
- F) WCCLS Information Network Users' Group - A committee of the WCCLS Policy Group to advise WCCLS and the WCCLS Policy Group on the operation of the automated system as defined in the WCCLS Policy Group Bylaws.
- G) Public Library Services Agreement - The Inter-Governmental Agreement between Washington County and library service providers to provide library services to all county residents, containing a distribution formula under which WCCLS makes payments to public libraries.
- H) 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.
- I) West Slope Community Library – The public library that is a department of WCCLS and managed by the County. For purposes of this Agreement, West Slope is treated as a Network User.

## 2. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2016, through June 30, 2021, except as otherwise provided in Section 14 of this Agreement.

## 3. OWNERSHIP AND MANAGEMENT OF THE WCCLS INFORMATION NETWORK

- A) The Washington County Board of Commissioners, as the governing body of WCCLS, retains final authority for decision-making related to Network and its operation.
- B) WCCLS shall have full ownership of all Network components and shall make the system available to Network Users. All software and upgrades provided to Network Users by WCCLS will remain the property of WCCLS.

- C) Item records owned by Network Users, the associated bibliographic and patron records where the patron is registered at the Network User Library, shall be considered the property of that Network User. On termination of this Agreement by either party Network User shall pay all reasonable costs associated with data extraction necessary to provide records in machine-readable format.

#### 4. SERVICE AVAILABILITY

- A) Network shall be available for use twenty-four (24) hours a day except for routine maintenance and when software, hardware, or telecommunications upgrades or changes necessitate making the system unavailable. WCCLS agrees to provide Network User with prior notice of Network downtime if it will affect library operations or business hours except for unexpected outages due to Network failure or other circumstances beyond the control of WCCLS. No liability shall be assumed by WCCLS if Network experiences downtime.

- B) WCCLS staff shall be available to support the Network and to answer questions about the Network from Network Users. No Network staff will be available on days that are official Washington County holidays.

The hours of service are as follows:

8:00 am – 9:00 pm, Monday – Thursday;

8:00 am – 6:00 pm Friday,

9:00 am – 5:00 pm Saturday, and

10:30 am - 5:30 pm Sunday.

Staff will be available for emergency support from 6:00pm to 9:00pm Friday only.

#### 5. 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 is live data or the system is damaged or destroyed and is not for archival purposes.

#### 6. DUTIES AND RESPONSIBILITIES OF WCCLS

WCCLS shall:

- A) Purchase all Network hardware, software, and telecommunications equipment; house such equipment in a suitable environment; and maintain said equipment in good operating condition.
- B) Purchase integrated library system client software licenses for Network Users and coordinate distribution of licenses.

- C) Provide, or contract for the provision of, maintenance of Network hardware, software, and the telecommunications equipment.
- D) Provide and maintain directory services to control access to the Network.
- E) Employ personnel needed to maintain and operate Network and staff a help desk for problem reporting and resolution.
- F) Provide a source of, and maintain for Network Users, MARC bibliographic cataloging records and authority records in the catalog. This includes monitoring and evaluating bibliographic services to maintain quality bibliographic records.
- G) Purchase, and coordinate licensing of, other software, applications or equipment to support Network services.
- H) Purchase item inventory tags, security tags and patron cards to be used by Network Users.
- I) Provide initial training and initial and on-going training materials to Network Users for WCCLS-provided software applications as documentation is provided by vendors.
- J) Provide documentation for the integrated library system as documentation is provided by vendors.
- K) Provide software updates to Network Users for software applications purchased by WCCLS and licensed for use at member libraries.
- L) Regularly review the operations of Network hardware, software and telecommunications, evaluate performance, and develop plans for modifications, upgrades and new services, as outlined in the WCCLS Long Range Plan.
- M) Monitor compliance with Policies & Procedures adopted by the WCCLS Policy Group and the Broadband Users' Group to coordinate orderly and secure use of the Network.
- N) Conduct an independent security audit of the Network and implement recommendations to maintain security and integrity.
- O) 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 Network Users about an impending disconnection if time permits. Unless WCCLS determines that the problem or threat has resulted in a default under paragraph 11, WCCLS shall restore connectivity when the WCCLS staff determines that the problem is resolved or the threat removed.
- P) Provide and maintain library security gates (RFID enabled).
- Q) Manage the Network pursuant to the terms and conditions of this Agreement.

7. DUTIES AND RESPONSIBILITIES OF NETWORK USERS

Network Users shall:

- A) Participate in the use and operation of the Network under the terms and conditions of this Agreement and the Policies & Procedures adopted by the WCCLS Policy Group.
- B) Take full responsibility for linking item information for Network User's holdings to bibliographic records in the catalog and for meeting cataloging standards as outlined in the Policies & Procedures.
- C) Provide, maintain, and administer cabling, equipment, software, associated devices and Hosts within Network User's building that are connected to the Network. Network Users should meet ANSI/TIA-5568-C or ISO/IEC 11801(Ed2.2) standards when installing new data cabling.
- D) Provide site preparation, access, and environmental conditions necessary for optimal security and functioning of Hosts provided by WCCLS.
- E) Ensure that devices configured by Network User and accessing the Network comply at all times with hardware, software and security requirements deemed necessary by WCCLS staff. Network User shall use WCCLS directory services to access the Network.
- F) Ensure that all Hosts connected to the Network are secured and supervised by library staff during use. Network User shall not allow public users to use staff workstations.
- G) Ensure that any Host or device connected to the Network shall neither cause, nor have the potential to cause, any network disruption, security breach, nor other deleterious outcome.
- H) Obtain permission from WCCLS before attempting to attach any new equipment to the Network.
- I) Obtain permission from WCCLS before adding workstations that will run software applications purchased by WCCLS and licensed for use at Network Users' libraries.
- J) Protect Network equipment and software from abuse, theft or misuse, and assume financial responsibility for repairing or replacing damaged equipment.
- K) Be responsible for system security by limiting access to non-public 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, encryption of sensitive information, or locking workstations when not in use.



- L) Notify WCCLS before requesting additional services, including but not limited to domain accounts, integrated library system staff or volunteer logon accounts, workstations, and staff email accounts.
- M) Notify WCCLS promptly to request that a logon or staff email account be deleted to maintain system security. For example, if a Network User terminates an employee, the Network User shall promptly request that the terminated employee be deleted.
- N) Provide an inventory of Network Hosts in Network User's facility and connected to the Public Communications Network as needed by WCCLS.
- O) Conduct an annual inventory of licenses in use by the Network User as instructed by WCCLS staff.
- P) Keep records and statistics when required by WCCLS to document system performance.
- Q) Designate at least one person as the WCCLS contact concerning use of the Network.

#### 8. CONFIDENTIALITY OF DATA

The patron and circulation records in the catalog are exempt from public disclosure pursuant to ORS 192.502(23). Network Users agree that they will not disclose patron and circulation information or patron's use of library resources and services including, but not limited to, databases, e-content and wireless access. Network Users also agree that only library staff and designated library volunteers shall have access to such records in the course of operating the system. Network Users agree to forward to WCCLS all requests for confidential data from law enforcement or other requestors in accordance with established Policies and Procedures. Network Users may use patron name and address information for library purposes as long as it is used in accordance with established Policies & Procedures.

#### 9. COST ALLOCATION FORMULA

On an annual basis, WCCLS shall calculate the Cost Allocation Formula (EXHIBIT A) based on measures of Network Users' use of the Network: integrated library system licenses, total circulation, number of titles, number of items, number of patrons, and volumes added in the fiscal year. WCCLS uses the Cost Allocation Formula to identify each Network User's percentage share of operational costs to maintain the Network if WCCLS funding ceases.

Network Users that are not signatories to the Public Library Services Agreement, chiefly Tuality Health Resource Center and Oregon College of Art and Craft, shall be responsible for ten percent of their share of the cost allocation on an annual basis. These Network Users shall be notified of Network operating costs by April 1 as determined by the Cost Allocation Formula used in EXHIBIT A "Cost Allocation Formula". These Network Users shall receive an invoice from WCCLS by April 15 for the annual cost, which shall be paid by June 30.

10. ADMISSION OF NEW NETWORK USERS THAT ARE NOT SIGNATORIES TO THE PUBLIC LIBRARY SERVICES AGREEMENT

WCCLS may admit other libraries that are not signatories to the Public Library Services Agreement to the Network if WCCLS undertakes the necessary system modification to ensure continued security and performance. Admission of new Network Users shall require unanimous approval of present Network Users and the WCCLS Executive Board. New Network Users are assessed a share of operating costs for the first year of membership as determined by the WCCLS Executive Board. The "Cost Allocation Formula" in Exhibit A applies during and after the second year.

11. DEFAULT

A) Each of the following shall constitute a default:

1. Material noncompliance with the terms of the Agreement or any policies or procedures adopted pursuant to this agreement;
2. Misuse of any Network resources including, but not limited to, system operating software, hardware, or telecommunications.
3. Failure to maintain system security protocols or procedures as directed by WCCLS.

B) If a Network User or WCCLS defaults on the Agreement, WCCLS or the Network User or WCCLS, respectively, shall:

1. Advise the party in writing of the alleged default and any action required to cure the default;
2. Set forth a time by which the default must be cured, a minimum of thirty (30) days.

C) If a Network User fails to cure the alleged default after WCCLS notifies the Network User of the alleged default, WCCLS may, following written notice to the Network User:

1. Prohibit Network User from the use of the system;
2. Take any action to cure or stop the default;
3. Recover any costs, expenses or disbursements incurred by WCCLS to cure the default;
4. Terminate this Agreement as regards the defaulting Network User.

D) Notwithstanding subparagraph B, WCCLS may lock out a Network User from the system without notice in the event of an emergency involving, but not limited to, system damage or the breach of security or confidentiality of the database.

12. TERMINATION

A) County may terminate this Agreement in its entirety or as to any individual Network User upon sixty (60) days written notice, if it determines, in good faith, through an open, public process, that:

1. The public interest would be served by such termination;
2. Adequate funds are not available.

- B) Each Network User may terminate this Agreement upon sixty (60) days written notice, if the Network User determines, in good faith, that the public interest in its jurisdiction or area of service would be served by such termination.
- C) County and each Network User may terminate this Agreement for a default by the other party that has not been cured.
- D) Upon termination of this Agreement as to any individual Network User, this Agreement between remaining Parties shall remain in effect.
- E) Except for termination under subparagraph A, the Network User shall be responsible for payment of any costs, expenses, or disbursements incurred by WCCLS to remove or otherwise mask Network User's data from the system on termination.

### 13. INSURANCE

- A) County and each Network User shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Network User, its employees and agents. The insurance coverage shall cover the minimum amount specified in ORS 30.271. For Network Users who 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.
- B) WCCLS shall maintain insurance adequate to cover the replacement of the central site equipment including but not limited to central hardware, telecommunications equipment and uninterruptible power supply. The insurance coverage shall be for a minimum of \$600,000.
- C) Network Users shall maintain insurance adequate to cover the replacement of the telecommunications and security equipment owned by WCCLS and housed at Network User's site.

### 14. COMPLIANCE WITH APPLICABLE LAWS

The Parties shall 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 Network User 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.

- B) Public Contracting Statutes ORS 279B.200 through 279B.240 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. The Contractor agrees to:
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;
  2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the Agreement;
  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
  4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. AMENDMENT

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

FOR THE NETWORK USER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

FOR WASHINGTON COUNTY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

**WCCLS Network Agreement 2016 Exhibit A**

<b>WCCLS Information Network Users Agreement</b>					
<b>Exhibit A</b>		page 1			
Shared Operating Cost:	\$2,677,182				
	Composite	Total Annual			
	Percentage	Cost Share			
	=====	=====			
Banks	1.2969	\$34,720.37			
Beaverton	25.0667	\$671,081.18			
Cedar Mill	15.4377	\$413,295.33			
Cornelius	1.3754	\$36,821.96			
Forest Grove	4.7120	\$126,148.82			
Garden Home	1.5715	\$42,071.92			
Hillsboro	21.1780	\$566,973.60			
North Plains	0.8137	\$21,784.23			
Sherwood	3.3461	\$89,581.19			
Tigard	13.7243	\$367,424.49			
Tualatin	6.9369	\$185,713.44			
West Slope	3.2193	\$86,186.52			
Outreach	0.7202	\$19,281.06			
OCAC	0.4115	\$11,016.60			
Tuality	0.1898	\$5,081.29			
Total	100.0000	\$2,677,182			
Note: Shared Operating Cost is Automation Adopted					
FY 14-15 Program Expenditures minus cost recovery					
items (grant funds,payments from non-public library partners, MUJU)					

**WCCLS Network Agreement 2016 Exhibit A**

	Polaris Licenses	percent of total	FY 14-15 circulation	percent of total	titles as of d FY 14-15	percent of total	Composite Percentage
Banks	5	1.429	72,948	0.613	29,792	2.255	1.2969
Beaverton	79	22.571	3,292,761	27.655	301,069	22.793	25.0667
Cedar Mill	54	15.429	2,474,249	20.781	197,699	14.967	15.4377
Cornelius	6	1.714	92,253	0.775	21,161	1.602	1.3754
Forest Grove	18	5.143	344,062	2.890	81,751	6.189	4.7120
Garden Home	10	2.857	181,078	1.521	16,687	1.263	1.5715
Hillsboro	68	19.429	2,758,805	23.171	234,944	17.787	21.1780
North Plains	4	1.143	60,889	0.511	14,174	1.073	0.8137
Sherwood	13	3.714	351,025	2.948	44,312	3.355	3.3461
Tigard	48	13.714	1,248,298	10.484	196,090	14.845	13.7243
Tualatin	22	6.286	655,909	5.509	104,071	7.879	6.9369
West Slope	11	3.143	334,498	2.809	55,266	4.184	3.2193
Outreach	9	2.571	24,260	0.204	8,190	0.620	0.7202
OCAC	2	0.571	6,239	0.052	11,060	0.837	0.4115
Tuality	1	0.286	9,210	0.077	4,631	0.351	0.1898
<b>Total</b>	<b>350</b>	<b>100.00</b>	<b>11,906,484</b>	<b>100.00</b>	<b>1,320,897</b>	<b>100.00</b>	<b>100.00</b>
	items as of end FY 14-15	percent of total	patrons as of end FY 14-15	percent of total	times added d FY14-15	percent of total	
Banks	31,478	1.864	1,688	0.630	2308	0.991	
Beaverton	407,184	24.107	78,910	29.447	55,468	23.826	
Cedar Mill	256,984	15.214	29,467	10.996	35,476	15.239	
Cornelius	23,251	1.377	3,783	1.412	3,196	1.373	
Forest Grove	89,921	5.324	12,871	4.803	9,134	3.924	
Garden Home	18,224	1.079	3,819	1.425	2,988	1.284	
Hillsboro	339,236	20.084	63,747	23.789	53,100	22.809	
North Plains	14,775	0.875	1,637	0.611	1,558	0.669	
Sherwood	49,158	2.910	11,327	4.227	6,802	2.922	
Tigard	249,116	14.749	33,636	12.552	37,251	16.001	
Tualatin	121,273	7.180	20,156	7.522	16,870	7.247	
West Slope	63,730	3.773	5,931	2.213	7,434	3.193	
Outreach	8,396	0.497	431	0.161	624	0.268	
OCAC	11,561	0.684	409	0.153	398	0.171	
Tuality	4,793	0.284	157	0.059	193	0.083	
<b>Total</b>	<b>1,689,080</b>	<b>100.00</b>	<b>267,969</b>	<b>100.00</b>	<b>232,800</b>	<b>100.00</b>	

## Exhibit C

Second Amendment to the Intergovernmental Agreement, Washington County Cooperative Library Services

### **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