

## **INTERGOVERNMENTAL AGREEMENT AMENDMENT #2**

*(Amendment to change Contract provisions during contract term.)*

Contract Number 56000000150

This is Amendment #2 to the IGA referenced above effective May 9, 2013 between Multnomah County Library District and Multnomah County, Oregon, which was previously amended by Intergovernmental Agreement Amendment dated June 30, 2014 (together, the "IGA" or "Contract No. 56000000150").

The parties agree:

1. The following changes are made to Contract No. 56000000150:

a. Paragraph 8. ASSETS of the IGA shall be amended by adding the following sentences:

"By Resolution No. 2014-142, adopted on December 18, 2014, the County Board authorized the Chair to execute a Library Assets Transfer Agreement with MCLD (the "Transfer Agreement"), providing for County to convey to MCLD, for library purposes, library real properties, books and collections, furnishings and equipment (except for IT Equipment & Vehicles, as defined therein), rare books and art works, including the Wilson Collection, all as identified in the Transfer Agreement. Resolution No. 2014-142 also authorized the Chair to execute and record deeds, lease assignments, and related closing documents and instructions, as required to convey County's interest in each library facility (collectively, the "Library Facilities") to MCLD and bills of sale for conveyance of each category of personal property to MCLD. Paragraph 4 of the Transfer Agreement provides that, unless otherwise agreed by County and MCLD, County shall continue to insure the Library Facilities and personal property, including the Wilson Collection, transferred to MCLD."

b. Paragraph 10. INDEMNIFICATION of the IGA shall be amended by labeling the existing Paragraph 10 as 10 A. and adding the following subparagraphs B, C and D:

"B. For claims within the County's self-insured retention (currently at \$1 million), MCLD shall indemnify, defend and hold harmless County from and against all liability, loss, and costs, including legal defense costs and attorney's fees, arising out of or resulting from the acts of MCLD, its officers, employees, and agents in the performance of its obligations under this agreement or as owner of the Library Facilities. MCLD shall be responsible for and reimburse County for any uninsured costs and attorney fees for which it is liable.

"C. For claims within the County's excess liability minimum and maximum coverage, MCLD will be listed as a named insured on all such excess liability insurance policies, and, as a named insured, MCLD will be defended in accordance with the terms of the excess liability insurance policies. MCLD shall be responsible for and reimburse County for any uninsured costs and attorney fees for which it is liable.

"D. For claims above County's excess liability coverage and for claims related to the Wilson Collection insurance policy, and subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, MCLD shall indemnify, defend and hold harmless County from and against all liability exceeding the County's excess liability insurance policy, any losses, and costs, including legal defense costs and attorney's fees, arising out of or resulting from the acts of MCLD, its officers, employees, and agents in the performance of its obligations under this agreement or as owner of the Library Facilities. MCLD shall be responsible for and reimburse County for any uninsured costs and attorney fees for which it is liable."

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- c. A new Paragraph 11 INSURANCE shall be added to the IGA, to read:

**"11. PROPERTY & LIABILITY INSURANCE**

"A. Until this IGA is amended or terminated, County will continue to insure all Library Facilities and personal property referenced in the Transfer Agreement and transferred to MCLD by deeds, assignments and conveyances delivered and recorded pursuant to the Transfer Agreement. County also maintains property insurance coverage specific to the Wilson Collection and will continue to maintain such insurance. MCLD will be listed as a named insured on all such property insurance policies. MCLD shall reimburse County, as County delivers invoices to MCLD, for MCLD's pro rata share of all premiums and other costs paid for such property insurance.

"B. County is self-insured and maintains a Risk Management Fund. MCC 7.101. The Risk Management Fund may be used for disbursements according to MCC 7.101(B). Disbursements on behalf of MCLD will comply with County policies and procedures. MCLD will continue paying its annual contribution to County, in conformance with County's periodic invoices, for deposit in the Risk Management Fund and will comply with all applicable County Risk Management Fund policies and procedures. County may adjust MCLD's annual payment as needed based on increases in insurance premiums, MCLD's claims history, actuarial recommendations, and claims payments made on behalf of MCLD. MCLD will be listed as a named insured on all of County's purchased insurance policies applicable to MCLD assets, operations, personnel and risks. County will provide copies of such policies to MCLD and will provide a written update of all such policies and coverages to MCLD at least once a year. "

- d. Existing Paragraphs 11, 12, 13, 14 and 15, shall be renumbered 12, 13, 14, 15 and 16.

2. Except as otherwise provided in the Transfer Agreement or as amended in this Amendment #2, all other terms and conditions of the IGA shall remain the same and in full force and effect.

### MULTNOMAH COUNTY, OREGON:

County Chair or Designee:

Date:

Dept Director or Designee:

Date:

### REVIEWED:

JENNY M. MADKOUR  
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By  
Assistant County Attorney

Date:

### MULTNOMAH COUNTY LIBRARY DISTRICT:

Signature:

Print Name:

Title:

Date:

Approved as to form  
by:

Date: