LEASE AGREEMENT
Main Branch Library

This Lease Agreement is entered into by and between JOSEPHINE COUNTY, a political subdivision of the State of Oregon, hereinafter "County," and JOSEPHINE COMMUNITY LIBRARY DISTRICT, hereinafter "Lessee".

WHEREAS, County currently leases the Main Branch Library to Josephine Community Libraries, Inc., (JCLI) a public benefit nonprofit corporation; which lease is terminated effective December 31, 2017; and

WHEREAS, Lessee is a special district for library services, organized under ORS 357.216 to 357.286, formed and established at an election on May 16, 2017; and

WHEREAS, Lessee District was formed and established with the purpose of providing permanent, dedicated library funding for library services, and with the governance of said district transferred from Josephine County to a separately elected, five-member public Board; and

WHEREAS, JCLI and Lessee District have made a request to the Josephine County Board of Commissioners to transfer the current lease agreement for the Grants Pass Main Branch library from JCLI to the District;

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. **TERM:** This Agreement shall commence on the 1st day of January, 2018, and shall terminate at 11:59 p.m. on December 31, 2020, unless otherwise terminated or amended as provided herein.

2. **PREMISES:** County leases to Lessee the real property and building thereon, commonly known as the Main Branch of the Josephine County Library System, located at 200 NW "C" Street, Grants Pass, OR 97526, with adjacent parking areas, hereinafter “the Premises,” as depicted in the aerial photograph attached hereto as Exhibit 1 and incorporated herein.

3. **GENERAL PURPOSE:** The parties to this Agreement expressly understand that the demised premises shall be used for the following purposes, and no other, without the prior written consent of County: For the administration, operation, and maintenance of the library system by the Josephine Community Library District, consistent with the general powers granted to the District by ORS Chapter 357.216 to 357.286 and the specific powers granted by ORS 357.261.

   3.1 **Parking Areas:** Lessee shall use the Parking Areas as public parking for library patrons and for Lessee’s employees.

4. **RENTAL:** Lessee agrees to pay as rent for the premises described above the sum of One Dollar ($1.00) per year, which sum is payable to County as the total sum of Three Dollars ($3.00) on or before the 31st day of December, 2017. Lessee is allowed credit for any portion of the total sum that is already paid by JCLI, on behalf of Lessee, to County.

5. **TAXES:** Lessee shall timely pay all applicable real property taxes and personal property taxes, if any.

6. **UTILITIES:** Lessee shall pay all utilities, including but not limited to water, sewer, heat, light, electricity, telecommunications, gas and garbage, including any deposits or service payments,
7. Maintenance:

7.1 Building Exterior, HVAC: County shall provide, at County’s expense, all routine maintenance, repairs, and renovation of the exterior portions of the Premises, including landscaping, grounds upkeep, parking lots, HVAC and environmental systems.

7.2 Building Interior – Routine Maintenance: Lessee shall provide, at Lessee’s expense, all routine maintenance to the interior portions of the library building, including janitorial services, due to usual and customary use of the building, and shall maintain the interior of the building in a manner acceptable to the County.

7.3 Building Interior – Repairs and Renovations: In addition to routine maintenance, Lessee shall be responsible for repairs and renovations to the interior portions of the library building due to damage caused by Lessee or library patrons, including but not limited to painting and carpet replacement. Lessee shall maintain the interior of the building in a condition which is acceptable to the County and which meets all applicable fire, life, safety, and health codes, all as determined by the County.

a. Consent of County: Lessee shall obtain the written consent of County before undertaking any repairs or renovations, or before making any alterations to the building or to any fixture that alters the appearance of the building or that results in any structural change, regardless how small or inexpensive.

b. Trust Account: Lessee shall create a dedicated trust fund account for repairs and renovations in accordance with Section 8 below.

7.4 Hazards: Lessee shall immediately notify County of any physical conditions of the premises located on the exterior portions of the Premises which could cause physical injury to patrons or staff. Lessee shall remedy, as soon as practicable, any physical conditions of the interior portions of the Premises which could cause physical injury to patrons or staff. Both parties shall take immediate action, upon discovery, to prevent any hazards from causing damage to persons, and such action shall be appropriate for the hazards involved, up to and including the evacuation and closure of the library until the hazards are corrected.

7.5 Failure to Perform: Failure by Lessee to perform required maintenance, repairs, or renovations shall be considered a violation of this Lease Agreement warranting termination by County.

8. Repairs and Renovations Trust Account: Lessee shall create a dedicated trust fund account for repairs and renovations of the building. Lessee shall deposit not less than Five Thousand Dollars ($5,000) per calendar year during the term of this lease, up to a maximum sum of Fifty Thousand Dollars ($50,000). The first deposit shall be made on or before January 31, 2018, and shall continue to be made on or before the 31st day of January each year during the term of this lease until the sum of $50,000 is achieved. The trust account shall be in the name of Lessee as trustee, and shall name County as beneficiary. Lessee shall deliver to County an accounting statement of the balance of the trust fund account from the final institution holding the trust fund account on or before the 1st day of March of each year, commencing March 1, 2018. Lessee is allowed credit for any portion of the maximum trust fund amount that is already deposited by JCLI on behalf of Lessee.

8.1 Expenditures from Trust Account: All expenditures from the trust fund account shall require written approval of both Lessee and County.
8.2 Credit for Repair and Renovations: Lessee shall receive credit toward the required minimum annual trust account obligation for sums expended by Lessee to perform building repairs and renovations subject to the following:

a. Lessee shall obtain the written consent of County before undertaking any repairs or renovations, or before making any alterations to the building or to any fixture that alters the appearance of the building or that results in any structural change, regardless how small or inexpensive. Lessee shall provide County with the estimated cost of the proposed repair or renovation.

b. The value of any in-kind repairs which may be performed directly by Lessee or its volunteers or agents shall be credited against Lessee's annual deposit in an amount to be mutually agreed upon by Lessee and County.

8.3 Extraordinary Costs: Lessee shall be solely responsible for the costs of any repairs or maintenance which exceed the required minimum annual trust account obligation, or which exceed the current balance in the trust fund account in any given year. If extraordinary costs are incurred, Lessee may use the trust funds accumulated in previous years, and such expenditures may be credited to satisfy the contribution requirement of future years.

8.4 Failure to Provide Routine Maintenance: Lessee shall be solely responsible for the cost of any repairs and renovations made necessary by Lessee's failure to provide adequate ongoing routine maintenance, as determined by County, and such repairs and renovations shall not be chargeable to the trust fund account.

8.5 Failure to Deposit Funds: Failure by Lessee to deposit into the trust fund account the minimum amount per calendar year as specified herein shall be considered a violation of this Lease Agreement warranting termination by County.

8.6 Funds Remaining at Lease Termination: Upon termination of this Agreement, all funds remaining in the trust account shall vest with Lessee, after completion of any outstanding repairs deemed necessary by County.

8.7 County Contribution: County, at its sole discretion, may contribute funds for repairs and renovations with or without conditions upon Lessee; however, County shall in no way be obligated to make any such contribution, and such contribution shall not be construed as a waiver of any of Lessee's responsibilities.

9. ALTERATIONS AND FIXTURES: Lessee shall not make any additions, alterations of a structural nature, or improvements in or to the Premises without County's prior written consent, which consent shall not be unreasonably withheld. All additions, alterations and improvements made in and to the Premises shall become the property of County, and shall be surrendered with the Premises upon the termination of this Agreement. All fixtures shall become the property of County unless otherwise required by applicable grants.

10. ACCESS BY COUNTY: County, its officers, agents, and employees shall have free access to the Premises at all reasonable times for the purpose of examining the same. County shall provide Lessee with reasonable advance notice.

11. QUIET ENJOYMENT: Lessee, upon performing the covenants and observing the conditions of this Lease, at all times during the term of this Lease, shall have the peaceable enjoyment of the
12. INDEMNIFICATION:

12.1 Lessee shall defend, indemnify, reimburse, and hold harmless County, its officers, agents and employees, from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts, or omissions of Lessee in connection with this Agreement.

12.2 County shall defend, indemnify, reimburse, and hold harmless Lessee, its officers, agents and employees, from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts, or omissions of County in connection with this Agreement.

12.3 Lessee shall not be deemed an agent of County under the Oregon Tort Claims Act.

13. INSURANCE:

13.1 Each party shall maintain insurance coverage for its property, including collections, materials, equipment, and furnishings. Lessee shall immediately notify County of any loss or damage to County’s property after such loss, and shall cooperate fully with all requests made by County’s Risk Manager or designee. Lessee shall use its best efforts to monitor and protect County’s property during the term of this Agreement. Each party shall cooperate with and provide claim-related information requested by the other party’s insurance company after any loss.

13.2 Lessee shall, at its own expense, provide and maintain insurance for the duration of this Agreement as follows:

a. Workers’ Compensation Insurance as required by law.

b. General Liability Insurance with minimum limits of liability, per occurrence, of $1,000,000 for bodily injury and $1,000,000 for property damage.

c. Automobile Liability Insurance with minimum limits of liability, per occurrence, of $1,000,000 for bodily injury and $1,000,000 for property damage.

13.3 Liability coverage shall be provided on an “occurrence” basis if it is available. “Claims made” coverage will not be acceptable unless Lessee cannot obtain occurrence coverage. County reserves the right to determine whether occurrence coverage is available.

13.4 All insurance policies must name Josephine County as an additionally named insured and must be through an insurance company licensed in the State of Oregon. The insurance policy shall provide that “Josephine County” shall include all authorities, boards, bureaus, commissions, divisions, departments, districts, and offices of Josephine County and the individual members, employees and agents thereof in their official capacities.

13.5 All insurance policies shall be evidenced by Certificates of Insurance which shall be delivered to the County prior to disbursement of grant funds under this Agreement. Lessee shall provide at least thirty (30) days’ written notice prior to any cancellation or material change of any insurance policy. Such written notice must be delivered to the County by certified mail, return receipt requested.
13.6 **No Recourse and Deductibles:** The insurance companies issuing the insurance policies shall have no recourse against County for payment of any premiums or for assessments under any form of policy. Any and all deductibles shall be assumed by and be for the account of and at the sole risk of Lessee.

14. **CASUALTY DAMAGE:** If the Premises are damaged or destroyed by fire or other casualty to such a degree that the Premises are unsuitable for the purpose leased, County and Lessee may seek agreement on the costs of restoration of the building. In such instance, Lessee shall first use proceeds from all applicable insurance policies, and shall then seek to obtain from the patrons who enjoy the benefits of the Premises to fund the repairs or renovations.

14.1 The parties agree that within ninety (90) days after any such casualty damage, each party shall obtain at least one (1) estimate of required repairs or renovations, and shall meet to decide whether to cancel this Lease or to proceed with the necessary repairs. If the insurance proceeds are insufficient to make the necessary repairs, then Lessee may provide the remaining needed funds.

14.2 If the parties agree that the building is beyond repair, or that there are insufficient funds for rebuilding or repairing the building within one (1) year from the date of the damage, either party may cancel this Lease.

14.3 In the event that the parties decide not to proceed with repairs, then any insurance proceeds shall be divided between County and Lessee, with first reimbursement to the County for the value of destroyed improvements. All donations obtained by Lessee from patrons for repairs or renovations shall be the property of Lessee.

15. **TERMINATION:**

15.1 **Mutual Consent:** This Agreement may be terminated at any time upon mutual consent of both parties.

15.2 **For Convenience:** This Agreement may be terminated by either party upon thirty (30) days' written notice.

15.3 **For Cause:** Either party may terminate this Agreement, effective upon delivery of written notice to the other party or at such later date as may be established upon the occurrence of any of the following:

   a. If any letter of approval, license, or certificate required by law or regulation to be held by Lessee is denied, revoked, suspended, or not renewed; or

   b. If a party fails to perform the obligations required under this Agreement, and after receipt of written notice from the other party, fails to correct such failure within thirty (30) calendar days or such other period as may be required. Written notice shall specify the nature of the breach with reasonable particularity. If the breach specified in the notice cannot be completely cured within the thirty-day period, but curative action is undertaken with reasonable diligence, in good faith, to cure the breach as soon as practicable, then such breach shall not constitute a default.

   c. If practicable, the parties shall endeavor to give notice of termination under this section thirty (30) days prior to the termination date, but failure to give notice within that time frame shall not invalidate the legal termination of this Agreement.
15.4 **Major Breach:** Either party may declare a default immediately upon the occurrence of a material breach by the other party. A material breach is one that substantially impairs the contractual relationship of the parties to provide Services in accordance with this Agreement. Material breaches include, but are not limited to:

a. Acts or omissions that jeopardize the health, safety or security of any person;

b. Misuse of funds;

c. Intentional falsification of records;

d. Malfeasance by either party's officers, agents, or employees;

e. Intentional refusal to comply with the provisions of this Agreement; and

f. A pattern of repeated non-material breaches.

15.5 In the event of a default, before a party may bring an action in any court concerning this Agreement, such party must first make a good faith effort to resolve the issue through mediation, negotiation or other non-binding alternative dispute resolution. Pending final resolution of a dispute, or pending termination of this Agreement, the parties shall proceed diligently with the performance of this Agreement unless otherwise notified in writing. If a default occurs and is not resolved, the injured party may elect to terminate this Agreement and pursue any equitable or legal rights and remedies available under Oregon law.

15.6 In case of a default the non-defaulting party shall be entitled to recover damages or any other remedy provided by applicable law, or it may elect to perform the defaulting party's obligation and recover from the defaulting party the costs of such remedy.

15.7 The rights and remedies of the parties provided herein are not exclusive and are in addition to any other rights and remedies provided by law.

15.8 **Conditions:** This Lease is subject to the condition that if Lessee fails to perform any of the covenants herein, including but not limited to the purposes set forth in the General Purpose clause above, or files a petition in bankruptcy, or is declared bankrupt or insolvent according to law, or makes an assignment for the benefit of its creditors, or if the leasehold estate is taken on execution, then, at the option of County, this Lease shall terminate and County, without notice or demand, may re-enter the premises and remove all persons and effects therefrom, without prejudice of any remedies which might otherwise be used by County for any breach of Lessee's covenants.

16. **HOLDING OVER:** Any holding over by the Lessee after the expiration of the term of this Lease, or the term of any extension thereof, shall be a tenancy from month to month.

17. **WARRANTY:** County covenants and warrants that it has good title to the Premises.

18. **COMPLIANCE WITH LAW:** Lessee agrees that it shall at its own expense, promptly observe and comply with all present and future laws, orders, regulations, rules, ordinances, and requirements of federal, state, county, and city governments with respect to the use, care, and control of the leased premises.

19. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
20. **VENUE**: Any claim, suit, action or other proceeding that arises from or relates to this contract shall be brought and conducted exclusively in the Circuit Court of the State of Oregon for Josephine County; provided, however, that if any such claim must be brought in a federal forum, it shall be brought and conducted exclusively in the United States District Court for the District of Oregon.

21. **FORCE MAJEURE**: Neither County nor Lessee shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the control of either party. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

22. **WAIVER**: No waiver of any provision of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision.

23. **SEVERABILITY**: If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

24. **FURTHER ASSURANCES**: The parties agree to promptly execute and deliver any such further instruments and to perform any such further acts as may be required to carry out the intent and purpose of this Agreement.

25. **NOTICES**: Any communications or notices required under this Agreement shall be given in writing by personal delivery, or by certified mail, return receipt requested, to the address set forth below. Any communication or notice so addressed and mailed shall be deemed to be given three (3) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Lessee: Josephine Community Library District  
Attn: District Board President  
200 N.W. “C” Street  
Grants Pass, OR 97526

County: Board of County Commissioners  
Josephine County  
500 NW 6th Street, Dept. 6  
Grants Pass, OR 97526

26. **ASSIGNMENT OR SUBLEASE**: Lessee shall not assign or transfer any interest in this Agreement without County's prior written consent. No portion of the leased Premises shall be sublet by Lessee without the prior written consent of County.

27. **INTERPRETATION**: All covenants, agreements, conditions and terms contained in this Lease shall be binding upon, apply and inure to the benefit of the heirs, executors, administrators and assigns of the parties, and all covenants shall be construed as covenants running with the land.

28. **NO THIRD PARTY BENEFICIARY**: County and Lessee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
29. **AMENDMENT:** This Agreement may be amended or modified at any time upon the written Agreement of both parties, signed and secured in the same form and manner as below.

30. **ENTIRE AGREEMENT:** This Lease Agreement with the attached Exhibit 1, constitutes the entire Agreement between the parties with respect to the Lease of the Premises, and supercedes any previous promises, representations, agreements, conditions or understandings between the parties. There are no other promises, representations, agreements, conditions or understandings, either oral or written, between the parties other than those set forth or expressly referred to in this Lease Agreement.

    IN WITNESS WHEREOF, the parties hereto enter into this Lease Agreement as of the day and year first above written.

**LESSEE**  
JOSEPHINE COMMUNITY LIBRARY DISTRICT  
DISTRICT BOARD

Laurel Samson, President

Jennifer Roberts, Vice President

John Harelson, Board Member

Judy Williams, Board Member

Beecher Ellison, Board Member

Date: __________________________

**JOSEPHINE COUNTY**  
BOARD OF COMMISSIONERS

Simon G. Hare, Chair

Lily N. Morgan, Vice Chair

Daniel E. DeYoung, Commissioner

Date: __________________________

Reviewed as to form:

County Legal Counsel Date
BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR JOSEPHINE COUNTY
STATE OF OREGON

In the Matter of Authorization of the )
Conveyance of County Real )
Property not in Use for County )
Purposes )

Order No. 2017-065

WHEREAS, Josephine County is the owner of a certain parcel of real property located at 209
W. Palmer St., Cave Junction, Oregon, described as Township 39S, Range 8W, Section 21, Tax Lot
2200, which property is more particularly described as follows:

LOTS 3, 4 and 5, BLOCK "B", PALMER SUBDIVISION, IN THE CITY OF CAVE
JUNCTION, JOSEPHINE COUNTY, OREGON.

LESS AND EXCEPT:

AN EASEMENT GRANTED THE CALIFORNIA OREGON POWER COMPANY AS SET
FORTH IN VOLUME 145, PAGE 235, JOSEPHINE COUNTY DEED RECORDS.

BUILDING LINE AS DISCLOSED BY PLAT OF SAID SUBDIVISION

SUBJECT TO THE PATENT RESERVATIONS AS SET FORTH IN VOLUME 68, PAGE
237, JOSEPHINE COUNTY DEED RECORDS

WHEREAS, the said real property was not acquired by means of foreclosure for nonpayment
of property taxes; and

WHEREAS, Josephine County acquired the said real property by Warranty Deed on August
7, 1957; and

WHEREAS, the said real property has been held by the County since 1957, for use as the
Illinois Valley Branch of the Josephine County Library System; and

WHEREAS, Josephine County libraries were closed in May of 2007, due to lack of county
government funding, and since December of 2008, the libraries have been operated by Josephine
Community Libraries, Inc., (JCLI) a public benefit nonprofit corporation; and

WHEREAS, based on the results of an election on May 16, 2017, the Josephine Community
Library District (District) was formed and established, with the purpose of providing permanent,
dedicated library funding for library services, and with the governance of said district transferred from
Josephine County to a separately elected, five-member public Board; and

WHEREAS, by Resolution No. 2008-042R, dated October 23, 2008, the Josephine County
Board of Commissioners determined that the Library Board of Trustees (Trustees) has responsibility
to make recommendations to the Board of Commissioners regarding the library trust funds and
library real and personal property; and
WHEREAS, The Josephine County Library Foundation, Inc. (Foundation), was established on January 26, 1987, as a public benefit nonprofit corporation, and has for the past 30 years supported the library system and library programs, working initially with Josephine County, and since, 2009, with Josephine Community Libraries, Inc. to prioritize funding needs for county libraries, presently managing approximately $800,000 in investments for the libraries in Josephine County; and

WHEREAS, the Foundation, JCLI, and the Trustees have made a recommendation to the Board of Commissioners that the real property used as the Illinois Valley Branch Library by the County be transferred from Josephine County to the District, for the purpose of long term management of the said real property, for use as the Illinois Valley Branch Library; and

WHEREAS, the Josephine County Board of Commissioners has determined that it is in the best interest of the County to convey the above-described real property to the Josephine Community Library District, as authorized by ORS 275.030(2); now, therefore,

IT IS HEREBY ORDERED that the county real property parcel, described hereinabove, be conveyed, without further notice, to the Josephine Community Library District, for continued use as the Illinois Valley Branch Library.

IT IS FURTHER ORDERED that the Josephine County Board of Commissioners shall execute all documents necessary to accomplish the real property conveyance.

DATED this day of December, 2017.

JOSEPHINE COUNTY
BOARD OF COMMISSIONERS

Simon G. Hare, Chair

Lily N. Morgan, Vice Chair

Daniel E. DeYoung, Commissioner

Order No. 2017-065
Page 2 of 2
QUITCLAIM DEED

Josephine County, Oregon, Grantor, releases and quitclaims to the Josephine Community Library District, Grantee, all right, title and interest in and to the following described real property:

LOTS 3, 4 and 5, BLOCK "B", PALMER SUBDIVISION, IN THE CITY OF CAVE JUNCTION, JOSEPHINE COUNTY, OREGON.

LESS AND EXCEPT:

AN EASEMENT GRANTED THE CALIFORNIA OREGON POWER COMPANY AS SET FORTH IN VOLUME 145, PAGE 235, JOSEPHINE COUNTY DEED RECORDS.

BUILDING LINE AS DISCLOSED BY PLAT OF SAID SUBDIVISION

SUBJECT TO THE PATENT RESERVATIONS AS SET FORTH IN VOLUME 68, PAGE 237, JOSEPHINE COUNTY DEED RECORDS

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance is $0; however, the actual consideration consists of or includes other property or other value given or promised.
The Order of the Board of Commissioners of Josephine County authorizing this sale pursuant to ORS 275.030(2), is dated December 20, 2017, and recorded in the Board of Commissioners’ Journal as Order No. 2017-065.

In Witness Whereof, the grantor has executed this instrument this ____ day of December, 2017.

STATE OF OREGON )
County of Josephine ) ss.

This instrument was acknowledged before me on this ____ day of December, 2017, by ________________________________________,

as members of the Josephine County Board of Commissioners.

Notary Public for Oregon
My commission expires: ____________________________

Grantor:
JOSEPHINE COUNTY
BOARD OF COMMISSIONERS

Simon G. Hare, Chair
Lily N. Morgan, Vice-Chair
Daniel E. DeYoung, Commissioner

Accepted by:
JOSEPHINE COMMUNITY
LIBRARY DISTRICT

Laurel Samson, Board President
Date: ____________________________
BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR JOSEPHINE COUNTY
STATE OF OREGON

In the Matter of Declaring County-Owned Personal Property as Surplus; Williams Branch Library Building; and Transfer of Library Collections/Assets to Josephine Community Library District

ORDER No. 2017-066

WHEREAS Josephine County has acquired personal property described in the attached exhibits: Exhibit A (Williams Branch Library Building); Exhibit B (Library Collections); and Exhibit C (Inventory of Capital Assets) which personal property has been held by the County for the use and benefit of patrons of the Josephine County Library system; and

WHEREAS, Josephine County libraries were closed in May of 2007, due to lack of county government funding, and since December of 2008, the libraries have been operated by Josephine Community Libraries, Inc., (JCLI) a public benefit nonprofit corporation; and

WHEREAS, based on the results of an election on May 16, 2017, the Josephine Community Library District (District) was formed and established, with the purpose of providing permanent, dedicated library funding for library services, and with the governance of said district transferred from Josephine County to a separately elected, five-member public Board; and

WHEREAS, by Resolution No. 2008-042R, dated October 23, 2008, the Josephine County Board of Commissioners determined that the Library Board of Trustees (Trustees) has responsibility to make recommendations to the Board of Commissioners regarding the library trust funds and library real and personal property; and

WHEREAS, The Josephine County Library Foundation, Inc. (Foundation), was established on January 26, 1987, as a public benefit nonprofit corporation, and has for the past 30 years supported the library system and library programs, working initially with Josephine County, and since, 2009, with Josephine Community Libraries, Inc. to prioritize funding needs for county libraries, presently managing approximately $800,000 in investments for the libraries in Josephine County; and

WHEREAS, JCLI, the Trustees, and the Foundation have made each made a recommendation to the Board of Commissioners that the personal property, described in the attached Exhibits A, B, and C be transferred from Josephine County to the District, for the purpose of long term management of the said personal property, for continued use for the public libraries; and

WHEREAS, the above-described property will no longer be required for use or needed for County purposes; and

WHEREAS, the Josephine County Board of Commissioners has determined that

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it is in the best interest of the County to convey the above-described personal property to the Josephine Community Library District, for continued use for the public libraries; and

WHEREAS Josephine County Public Contracting Rules Section 8J(1)(a), as adopted by Resolution 2005-017 on March 16, 2005, allow the County to dispose of personal property without competitive bidding by transferring ownership to a district; now, therefore

IT IS HEREBY ORDERED that the personal property described in the attached Exhibits A, B, and C be disposed of by transfer to the Josephine Community Library District effective January 1, 2018, and the Board of Commissioners shall execute any documents necessary to accomplish the transfer.


JOSEPHINE COUNTY
BOARD OF COMMISSIONERS

_________________________________
Simon G. Hare, Chair

_________________________________
Lily N. Morgan, Vice-Chair

_________________________________
Daniel E. DeYoung, Commissioner

Order No. 2016-066
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Exhibit A

Williams Branch Library Building

The Public Library Building, owned by Josephine County, located on real property owned by the Josephine County School District, adjacent to the Williams Elementary School, 20695 Williams Hwy., Williams, Oregon; said structure is approximately 800 to 1000 sq. ft. in size, and is relocatable.
Exhibit B

Library Collections

The library collections, which consists of all library materials customarily found in public libraries, including but not limited to books periodicals, newspapers, microfilms, electronic database subscriptions, and audio and video materials, which were acquired by the County, prior to the dates listed below, for each of the libraries, as listed below:

Grants Pass Main Library Branch: The collection belonging to County, purchased by the County prior to December 8, 2008, which acquisitions have not previously been disposed of, in accordance with the Grant Agreement for Library Services, between the County and JCLI, dated December 8, 2008, and amended October 14, 2010.

Illinois Valley Library: The collection belonging to County, purchased by the County prior to July 16, 2009, which acquisitions have not previously been disposed of, in accordance with the Grant Agreement for Library Services, between the County and JCLI, dated July 16, 2009, (first amendment to 12/8/08 Grant Agreement) and amended October 14, 2010.

Williams Library: The collection belonging to County, purchased by the County prior to October 29, 2009, which acquisitions have not previously been disposed of, in accordance with the Grant Agreement for Library Services, between the County and JCLI, dated October 29, 2009 (second amendment to 12/8/08 Grant Agreement), and amended October 14, 2010.
BILL OF SALE
SALE AGREEMENT
FOR PERSONAL PROPERTY

SELLER: Josephine County, by and through its Board of County Commissioners
500 NW Sixth St., Dept. 6
Grants Pass, OR 97526

BUYER: Josephine Community Library District
200 NW "C" Street
Grants Pass, OR 97526

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the SELLER does
hereby grant, bargain, sell, and deliver to BUYER all of SELLER's right, title, and interest in and to
the item of personal property as follows:

The SELLER agrees to sell (donate), and the BUYER agrees to purchase the Public Library
Building, owned by Josephine County, located on real property owned by the Josephine County
School District, adjacent to the Williams Elementary School, 20695 Williams Hwy., Williams,
Oregon; said structure is approximately 800 to 1000 sq. ft. in size, and is relocatable.
The purchase price is $0; however the actual consideration consists of or includes other property
or other value given or promised.

The Order of the Board of Commissioners of Josephine County authorizing this sale pursuant to
Josephine County Public Contracting Rules Section 8J(1)(a), as adopted by Resolution 2005-017
on March 16, 2005, is dated December 20, 2017, and recorded in the Board of Commissioners'
Journal as Order No. 2017-066.

The SELLER warrants to BUYER that SELLER is the owner of the Personal Property, that the
Personal Property is free and clear of all encumbrances, and that SELLER has good right to sell
the Personal Property.

BUYER
JOSEPHINE COMMUNITY LIBRARY DISTRICT
DISTRICT BOARD

Laurel Samson, President
Jennifer Roberts, Vice President
John Hareelson, Board Member
Judy Williams, Board Member
Beecher Ellison, Board Member

SELLER
JOSEPHINE COUNTY
BOARD OF COMMISSIONERS

Simon G. Hare, Chair
Lily N. Morgan, Vice Chair
Daniel E. DeYoung, Commissioner

Date: ____________________________