

Rainier Library Board Meeting

June 24, 2022

Rainier City Hall

9 a.m.

Marcia Roberts called the meeting to order at 9 a.m.

Board Members present: Marcia Roberts, Kim Worrall, Brandy Blackburn, Tonya Higgins, and Jasmin Elwood

Board Members absent: None

Staff present: W. Scott Jorgensen, City Administrator

Community Members present: Connie Budge, Jerry Cole, Sharon Erdman and Lyle Roberts

Visitor Comments: None

New Business

a. Discussion with Mayor Jerry Cole About Library Staffing Options

Mayor Jerry Cole said the city wants a librarian and council is figuring out the best options for that. The city has been contracting with the school district to provide the personnel. City Administrator W. Scott Jorgensen put together a list of options. One is for the librarian to be a city employee at 40 hours per week. The costs for that would go up every year because the cost of living adjustments under the city's new union contract are four percent for the upcoming fiscal year, then go to 4.5 percent for the following two years. The second option is a city employee at 32 hours a week. A third option is a city employee with no benefits at 19 hours per week. Under the union contract, employees who work 20 hours a week or more must have benefits. The fourth option is the current contract model, with a different provider instead of the school district. The biggest benefit of a contract is that you can write it to have what you want. You pay a set price and that's negotiated. The city contracted that service for years, so it's a past practice, and should be allowed to keep doing it that way. Having an employee with benefits changes that. The city wouldn't be able to do it as a contract after that. It would also be on the city to provide replacements and he doesn't want to rely on volunteers to do that. He prefers the contract option. The city could try that for a year and can renew the contract if it works. Councilor Connie Budge said a one-year contract would allow the city to explore options once it expires. Whatever the city wants can be written into a contract. There would have to be a process and the library board can be involved in that. Cole said that closing the library is not an option. Brandy Blackburn said the library needs more programs. She and Chair Marcia Roberts said there is a perception at the county that the library is going to be closed. Blackburn said a non-profit friends of the library group could fund some programs and be a separate

entity from the library board. Budge said a friends of the library group was included in the strategic plan that was adopted in 1999. She agrees that it should be explored. Blackburn said that Clatskanie is looking into having such a group and collaborating with Vernonia on it. Roberts said citizens would be more comfortable with the librarian if that person was a city employee instead of a contractor. Jorgensen said that payroll isn't just salary, it also includes taxes and benefits like PERS. Having a city employee at 19 hours a week wouldn't include benefits but would be a cut in service. A contract would have a higher hourly rate. Instead of making \$18 per hour as a city employee, the contractor would make closer to \$30. Tonya Higgins said most contract services don't interact with citizens. Jorgensen said he thinks there is consensus on council to do a one-year contract. It could be a chance to build up library programs. He added that library staffing is currently in the city's budget as a contracted service. Cole said that libraries are run different ways. Some are private, others are non-profits and still others are special districts. Jorgensen said that a non-profit stepped in to operate the library system in Josephine County after they were closed due to budget cuts. Blackburn asked if the library board would be involved in helping to put together the contract. Cole said it would. He would want a contract in place August 1. Higgins said she could see some benefit to having a contract. Vice Chair Kim Worrell moved to recommend the contract option. That motion was seconded by Blackburn and adopted 3-1, with Higgins dissenting. Jorgensen said he will reach out to the library board members after the June 27 council meeting to schedule a meeting and get their input.

The meeting was adjourned at 10 a.m.

Marcia Roberts – Board Chair

Colette Nordstrom – Librarian

**GRANT AGREEMENT
FOR LIBRARY SERVICES
Josephine County**

This Agreement is made by and between JOSEPHINE COUNTY, a political subdivision of the State of Oregon ("County"), and JOSEPHINE COMMUNITY LIBRARIES, INC., a public benefit nonprofit corporation ("Grantee").

WHEREAS ORS 357.410 allows Counties to contract with a private corporation for the purpose of providing free use of the library for the residents of the local government unit, under such terms and conditions as may be agreed upon; and

WHEREAS County and Grantee have entered into a Memorandum of Understanding dated October 29, 2008 which sets forth the understandings of the parties with regard to further efforts toward reopening the County libraries as a public-private partnership, and which provides that the parties shall enter into a Grant Agreement which sets forth the parties' agreement of the scope of services to be provided by Grantee in operating and managing the Josephine County Library System;

WHEREAS, pursuant to Section 4 of the Memorandum of Understanding, Grantee has submitted to County its business plan for the operation and maintenance of the Josephine County library system, and such plan has been approved by County;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. **TERM:** The term of this Agreement shall begin on December 9, 2008 and shall continue until December 31, 2011 unless otherwise terminated or amended as provided herein.
2. **DEFINITIONS:** As used in this Agreement, the following words and phrases shall have the indicated meanings:
 - 2.1 "Business Plan" means that certain plan submitted by Grantee to the Board of County Commissioners dated November 11, 2008 for the operation of the Josephine County Library System.
 - 2.2 "Collection" or "Collections" means 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.
 - 2.3 "County" means Josephine County, Oregon, its officers, agents, and employees.
 - 2.4 "Grantee" means Josephine Community Libraries, Inc., its officers, agents, and employees.
 - 2.5 "Services" means those Services provided by Grantee for the operation, administration, and maintenance of the Josephine County Library System, as listed in Section 4 of this Agreement.
3. **CONTRACT ADMINISTRATOR:** The Board of County Commissioners or their designee shall have the authority to administer this Agreement on behalf of the County.

4. **SERVICES:** Grantee shall provide Services to County as necessary for the operation of the Josephine County Library System, and shall perform all acts necessary to administer the Library System in accordance with ORS 357.400 et seq. and in accordance with Grantee's business plan. Grantee shall have general operational responsibility for the operation of the libraries subject, however, to the general oversight by County pursuant to the relevant provisions of ORS 357, and County shall establish and maintain all instrumentalities of governance of the public libraries as required by Oregon law. Grantee shall perform the Services in accordance with generally accepted professional practices and standards and according to the requirements of applicable federal, state and local laws.
- 4.1 **Reopening of Libraries:** Grantee shall open the main library located in Grants Pass first, and shall open the library branches at Cave Junction, Williams, and Wolf Creek as sufficient resources are raised.
- 4.2 **Labor:** Grantee shall provide all labor, staff, employees, and volunteers deemed necessary for the operation of the Library System, and shall be solely responsible for the appointment, hiring, and selection of all staff and employees to perform Services under this Agreement. Grantee shall retain all rights to hire and terminate the employment of its staff in accordance with state and federal laws, rules, and regulations. All costs and expenses of Grantee's staff whatsoever shall be the sole responsibility of Grantee. All training, supervision, and management of employees and volunteers shall be the sole responsibility of Grantee.
- a. Grantee, as deemed appropriate in its sole discretion, shall provide adequate staffing levels to reopen and operate the branch Libraries and to administer and maintain library operations.
- b. Grantee shall notify County of the appointment of all management level library staff, and shall keep County informed of any changes in management staff.
- 4.3 **Library Operations:** Grantee shall perform all acts necessary to provide and make accessible to the public free use of library and information services to patrons of all ages, including managing and overseeing all operations of the library system, hours of operations, and user policies. Grantee shall provide assistance to the public in the use of Library resources, and shall provide circulation, information and reference services to the public as funds allow.
- 4.4 **Information Technology:** Grantee shall purchase, install and support sufficient hardware, software, network, telecommunications and other resources and information technology systems for library operations and public use as funds allow.
- 4.5 **Collections:** Grantee shall provide materials on a wide variety of subjects in varied formats for all age groups in accordance with generally accepted professional practices and standards.
- a. **Acquisition:** Grantee shall be responsible for acquisition of collections. All collections purchased prior to the date of the commencement of this Agreement shall remain the property of County. All collections purchased after the date of the commencement of this Agreement shall be the property of Grantee.
- b. **Disposal:** Grantee shall be responsible for maintaining the collection in accordance with generally accepted professional practices and standards. Any

collection materials which are the property of County and which are deemed by Grantee to be ready for weeding out of the collection shall be discarded only after written approval or Order from the County, and in accordance with County's rules and policies governing disposal of County surplus property.

- 4.6 **Programs:** Grantee shall provide educational, recreational and cultural programs of interest to all age groups as funds allow.
- 4.7 **Community Involvement:** Grantee shall develop and maintain effective working relationships with groups and members of the community, including but not limited to the Library Foundation and Friends of the Library.
- a. **Library Board of Trustees:** Grantee acknowledges that the Josephine County Library Board of Trustees has been delegated certain responsibilities by the Board of County Commissioners, and agrees to work with the Library Board of Trustees in providing Services under this Agreement.
- 4.8 **Materials, Equipment and Furnishings:** County shall provide, and Grantee shall have use of, those materials, equipment and furnishings listed in Exhibit A, attached hereto and incorporated herein, which shall remain the property of County. All other materials, equipment and furnishings purchased by Grantee shall become the property of Grantee with the exception of fixtures, which shall become the property of County, unless otherwise required by applicable grants. All surplus materials, equipment and furnishings of County shall be disposed of only after written approval or Order from the County, and in accordance with County's rules and policies governing disposal of County surplus property.
- 4.9 **Supplies:** All supplies, including but not limited to paper, pencils, rubber bands, paperclips, scissors, etc. contained in each library building shall become the property of Grantee, unless such supplies are listed in Exhibit A.
- 4.10 **Buildings:** County shall provide the library buildings in which to perform the Library Services in accordance with the terms of separate Lease Agreements.
- 4.11 **Licenses:** Grantee and its agents and employees shall hold all licenses, certificates, authorizations, and other approvals required by applicable law to provide Services, and shall maintain such licenses and certificates in good standing for the duration of this Agreement. Grantee shall provide County with copies of licenses and certificates upon request.
- 4.12 **Wolf Creek Library:** The parties acknowledge that the Wolf Creek Library is subject to certain terms and conditions of Community Development Block Grant number C01014, and that this Agreement and all other agreements and leases between the parties pertaining to the Wolf Creek Library shall be subject to those grant terms and conditions.
- 4.13 **Additional Services:** County acknowledges that Grantee may use space in the libraries to develop and implement new revenue generating services, such as services to the business community, retail sales (books, gifts, refreshments, etc.) and other fee based services to benefit the community. County will use its best efforts to assist Grantee in the promotion and implementation of these Additional Services. County shall have the final approval of all Additional Services, and such approval shall not be unreasonably withheld or delayed. Unless otherwise approved by County, the provision of these Additional

Services shall not substantially reduce the space or library services provided by Grantee prior to the implementation of these Additional Services.

5. **GRANT AWARD:** In consideration of the provision of Services herein, County shall grant to Grantee a sum equal to that amount of funds raised by Grantee as of November 30, 2008, not to exceed the sum of Three Hundred Thousand Dollars (\$300,000.00).
6. **PATRON LISTS:** Grantee shall not utilize County's patron list, library circulation records, or any other information identifying patrons of the Josephine County Library Services for any commercial use. Grantee shall not make such lists available to any other entity for any reason without the express written consent of the Board of County Commissioners or the patron.
7. **MEDIA AND PRESS RELEASES:** Both parties shall provide each other with such information as necessary to respond to media or public inquiries regarding the provision of library services. Both parties shall not speak publicly on behalf of the other party without the other party's express prior consent.
8. **MARKETING:** Grantee and County shall disseminate information and promote the use of the library, resources and services. All expenses of advertising and marketing shall be the responsibility of Grantee.
9. **POLICIES AND PROCEDURES:** Grantee shall maintain Policies and Procedures for operating the Library and performing services under this Agreement in conformance with generally accepted professional practices and standards, and in conformance with applicable federal, state and local laws. Grantee shall provide County copies of its Policies and Procedures upon request. All policies and procedures which affect County-owned property shall be approved by the Board of County Commissioners.
 - 9.1 **Collection of Fines:** Grantee shall have the authority to collect fines for overdue books in conformance with generally accepted professional practices and standards, and in conformance with applicable federal, state and local laws. All such fines shall become the property of Grantee.
10. **FUNDRAISING, GIFTS, BEQUESTS, DONATIONS, AND GRANTS:** Grantee shall conduct fundraising efforts for the reopening, operations and maintenance of the Josephine County Library System, and Grantee shall accept, upon approval of the Board of Directors of JCLI in accordance with its bylaws, any and all gifts, bequests, donations, and grants for such purposes. Grantee shall expend the revenue and funds contained in such gifts, bequests, donations and grants as deemed appropriate in its sole discretion, subject to any restrictions by the donor on the use of such funds. County shall provide reasonable non-monetary assistance to Grantee in obtaining grants and in fundraising activities.
 - 10.1 County and Grantee shall apply to the State of Oregon for grant funding for libraries pursuant to ORS 357.740 et seq., and for other available grant assistance from third-party grantors. County shall pass through the full amounts of such funds received for libraries to Grantee in a manner consistent with the terms of such grants and applicable law. Where appropriate or required by third-party grantors, County shall act as designee or conduit of information or funds, which shall be passed through County without an assessment or administrative fee.
11. **PROPRIETARY INFORMATION:** During the term of this Agreement, Grantee may be exposed to information regarding the identity of County's patrons, County may be exposed to information

regarding Grantee's employees and other proprietary information, and either party may be exposed to other information designated in writing by the disclosing party as "Confidential." Each party shall: 1) Use the same care to protect the other party's Confidential Information from disclosure that such party uses to protect its own information of like importance; 2) Limit duplication of Confidential Information to only the extent needed to perform this Agreement; and 3) Disclose Confidential Information only to employees having a need to know in connection with performance of this Agreement, and who are informed of the contents of this provision prior to disclosure.

12. OWNERSHIP OF DOCUMENTS: All reports, findings, data, documents, or other work product compiled, assembled, or produced by Grantee in connection with this Agreement shall remain the property of the County.

13. RECORDS MAINTENANCE AND AUDIT:

13.1 Maintenance of Records: Grantee shall maintain records which adequately identify the source and application of funds provided for provision of Services. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and expenditures.

13.2 Expenditure Records: Grantee shall document the expenditure of all funds paid to Grantee under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County to verify how the funds paid to Grantee under this Agreement were expended.

13.3 Right to Review and Monitor: County shall have the right to review and monitor the facilities, programs, policies and procedures, performance data, financial records, and other similar records pertaining to this Agreement at any reasonable time during the term of this Agreement, and for three (3) years following the termination of this Agreement. Upon reasonable request, Grantee shall make available to County copies of all documents, papers, files, and reports necessary for audit purposes.

13.4 Retention of Records: Grantee shall retain and keep accessible all documents and records that are directly related to the provision of Services under this Agreement and funds paid to Grantee, including financial records, operations records, supporting documents, statistical records, and other records pertinent to the library systems for a minimum of three (3) years or such longer period as may be required by OAR 166-150-0140 et seq., OAR 166-020-0005 et seq., or other applicable law. If there are unresolved audit or other questions at the end of the three-year period, Grantee shall retain the records until such questions are resolved.

14. REPORTS:

14.1 Oregon Public Library Statistical Report: Grantee shall provide County with all statistical information necessary to meet State reporting requirements, including but not limited to annual Oregon State Library Reports.

14.2 Grants: For each grant awarded to Grantee from sources other than County, Grantee shall submit to County an annual report containing information on the services provided and funds expended in providing services pursuant to that particular grant.

14.3 **Other Reports:** Grantee shall provide County with other reports as requested by County.

15. INDEPENDENT CONTRACTOR: Grantee shall perform the Services required by this Agreement as an Independent Contractor. Grantee shall not be deemed an officer, agent, or employee of County and shall not be entitled to any benefits from County that generally are granted by County to its employees, including but not limited to: vacation, holiday and sick leave, other leaves with pay, medical and dental coverage, life and disability insurance, overtime, social security, workers' compensation, unemployment compensation and retirement benefits. Grantee shall be responsible for all federal or state taxes and withholdings applicable to any compensation or payments paid to Grantee, its officers, agents, and employees, under this Agreement.

16. INDEMNIFICATION:

16.1 Grantee 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 Grantee in connection with the performance of any services under this Agreement.

16.2 County shall defend, indemnify, reimburse, and hold harmless Grantee, 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 the performance of any services under this Agreement.

16.3 Grantee shall not be deemed an agent of County under the Oregon Tort Claims Act.

17. INSURANCE:

17.1 Each party shall maintain insurance coverage for its property, including collections, materials, equipment, and furnishings. Grantee 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. Grantee shall use its best efforts to monitor and protect County's property during the term of this Agreement.

17.2 Grantee 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.

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

17.4 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.

- 17.5 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. Grantee 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.

18. TERMINATION:


- 18.1 **Mutual Consent:** This Agreement may be terminated at any time upon mutual consent of both parties.
- 18.2 **For Convenience:** This Contract may be terminated by either party upon thirty (30) days' written notice.
- 18.3 **For Cause:** Either party may terminate this Agreement, effective upon delivery of written notice to the other party at such later date as may be established upon the occurrence of any of the following:
- a. If changes in state or federal law or regulations abrogate or disallow procurement of Grantee's Services under this Agreement;
 - b. If any letter of approval, license, or certificate required by law or regulation to be held by Grantee in order to provide services under this Agreement is denied, revoked, suspended, or not renewed; or
 - c. If a party fails to provide the Services 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.
 - d. 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.
- 18.4 **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.
- 18.5 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.
- 18.6 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.
- 18.7 Upon termination, Grantee shall deliver to County all documents, information, works-in-progress and other property that are deliverables under this Agreement.
19. **LIABILITY OF COUNTY:** The County's liability for monetary damages for breach of this Agreement shall, in the aggregate, be limited to no more than the amount of the grant awarded herein. In no event shall the County be liable to Grantee for any indirect, special or consequential damages, notwithstanding any notice of the possibility of such damages.
20. **WARRANTY:** Grantee warrants that it will perform the Services herein to the best of its ability with at least the care, diligence and expertise generally accepted in the library service industry.
21. **COMPLIANCE WITH LAW:** County and Grantee shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations, including but not limited to:
- 21.1 **Nondiscrimination:** Grantee agrees that no person shall be denied Services or be discriminated against in the provision of Services on the basis of race, color, national origin, sex, religion, handicap or age. Both parties shall comply with: 1) Title VI of the Civil Rights Act of 1964; 2) Section V of the Rehabilitation Act of 1973; 3) the Americans with Disabilities Act of 1990 (Pub L No. 101-336); 4) ORS 659A.142; and all regulations and administrative rules established pursuant to those laws; and 5) all other applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations.
- 21.2 **Confidentiality:** Grantee shall maintain the confidentiality of patron records as required by applicable state and federal law except by operation of law. Grantee shall maintain confidentiality of all records, reports, or other information acquired under this Agreement that are exempt from disclosure under the Oregon Public Records Law (ORS 192.501 et seq.). Grantee shall not release any such information that is exempt from disclosure without the prior written consent of County or patron.
- 21.3 **Public Records:** Grantee acknowledges that it is subject to and shall comply with all applicable provisions of the Oregon Public Records Law for the provision of Services under this Agreement.
22. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

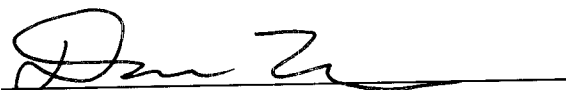
23. **VENUE:** Any claim, suit, action or other proceeding that arises from or relates to this contract shall be brought and conducted exclusively in the Circuit Court of the State of Oregon for Josephine County; provided, however, that if any such claim must be brought in a federal forum, it shall be brought and conducted exclusively in the United States District Court for the District of Oregon.
24. **FORCE MAJEURE:** Neither County nor Grantee 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.
25. **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.
26. **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.
27. **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.
28. **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.
- | | |
|--|--|
| Grantee: | County: |
| Josephine Community Libraries, Inc.
Attn: Librarian
200 N.W. 6 th Street
Grants Pass, OR 97526 | Board of County Commissioners
Josephine County
500 NW 6 th Street, Dept. 6
Grants Pass, OR 97526 |
29. **ASSIGNMENT:** Grantee shall not assign or transfer any interest in this Agreement without the County's prior written consent.
30. **SUBCONTRACTS:** Grantee shall not enter into any subcontracts for any of the Services required under this Agreement without the prior written consent of County, which consent shall not be unreasonably withheld. County's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.
31. **CONFLICT OF INTEREST:** Grantee shall have no interest, direct or indirect, which will conflict in any manner with the performance of Services under this Agreement.

32. **NO THIRD PARTY BENEFICIARY:** County and Grantee 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.
33. **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.
34. **ENTIRE AGREEMENT:** This Agreement with the attached Exhibit A, and the Lease Agreement for the library building executed herewith constitute the entire Agreement between the parties, and supercede any previous promises, representations, agreements, conditions or understandings between the parties, including the Memorandum of Understanding and the Temporary Use Permit. 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 Agreement or the Lease Agreement.

GRANTEE
JOSEPHINE COMMUNITY LIBRARIES, INC.

By: 

JOSEPHINE COUNTY
BOARD OF COUNTY COMMISSIONERS


Dave Toler, Chair


Dwight F. Ellis, Vice Chair

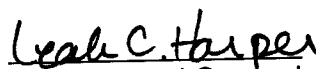
Absent at Signing

Jim Raffenburg, Commissioner

Date: 12-4-08

Fed ID# 26-1114708

Date: 12/8/08

Reviewed as to form: 
County Legal Counsel

JOSEPHINE COUNTY LIBRARY
INVENTORY OF CAPITAL ASSETS

		Main Library		Verified Tag No. 11/14/2008	Item Description, Source	Location (11-14-08)	Purchase Price (if known)	First Inventory Date
				X	Audio/Video Tape Eraser, Cataloging - Geneva			7/1/2002
				X	Radio Cassette Recorder Stereo - Panasonic			7/1/2002
				X	Typewriter, Correcting - IBM			7/1/2002
				X	Chair, Fabric Directors - Blue	Storeroom		7/1/2002
				X	Chair, Folding Director - Green			7/1/2002
				X	Chair, Folding Director - Green			1/1/1995
				X	Chair, Folding Director - Green			1/1/1995
				X	Chair, Folding Director - Green			1/1/1995
				X	Chair, Folding Director - Green			1/1/1995
				X	Chair, Folding Director - Green			1/1/1995
				X	Credenza			1/1/1995
				X	Bookcart, Tall, 3 Tier, Beige			1/1/1995
					Glass Tank, 2 Gerbils	Childrens		1/1/1995
				X	Glass Tank	Ben Bones small office		1/1/1995
				X	Glass Tank	Ben Bones small office		1/1/1995
				X	Bookcart, Tall, 3 Tier, Beige	Childrens		1/1/1995
				X	Bookcart, Tall, 3 Tier, Beige			1/1/1995
				X	Bookcart, Tall, 3 Tier, Beige			1/1/1995
				X	Display Rack, Paperback	Circulation		1/1/1995
				X	Display Rack, Paperback	Circulation		1/1/1995
				X	Display Rack, Paperwork	Circulation		1/1/1995
				X	Typewriter Stand, Laminated Wood	Business Office		1/1/1995
				X	Gray Fabric, Half Wall Divider			1/1/1995
				X	Gray Fabric, Half Wall Divider			7/1/2002
				X	Glue Machine (for binding)			7/1/2002
				X	Chair, Secretarial, Fabric - Orange			7/1/2002
					Rectangle Table, White Metal, Children	Mending Room		7/1/2002
					Table, Round Child's - Wood			7/1/2002
				X	Table, Round Child's - White			7/1/2002
				X	Table, Round Metal Child's - White			7/1/2002
				X	Desk Top Bookcase, Wooden	Childrens		7/1/2002
				X	Desk Top Bookcase, Wooden Childrens (Found One with NO TAG)			
				X	Book Display Cart on Wheels, Wooden	Circulation		7/1/2002
					Chair, Wooden, Blue Seat	Childrens		7/1/2002
					Chair, Wooden, Blue Seat	Childrens		7/1/2002
				X	Mobile Book Cart, 4 Shelves, Double Sided, Yellow	Childrens		7/1/2002
				X	Book Cart, 3 Shelves, One Sided, Metal	Childrens		7/1/2002
				X	Book Case, Double Sided, 12 Shelves, Wooden	Childrens		7/1/2002
					Desk Top Book Case, Wooden	Childrens		7/1/2002

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4190	Desk, 5 Drawer w/Extension, Metal		Childrens	7/1/2002
4252	Wood table & shelves	X	Childrens	7/1/2002
5508	Desk Top Bookcase, Wooden	X	Childrens	7/1/2002
5509	Chair, Wooden, Blue Seat		Childrens	7/1/2002
5594	Mobile Book Case, 3 Shelves, Metal	X	Childrens	7/1/2002
5596	Desk Top Book Case, Wooden	X	Childrens	7/1/2002
5600	Desk Top Book Case, Wooden	X	Childrens	7/1/2002
N/A	Cube, ABC, Cubby Bookcase	X	Ben Bones Room	7/1/2002
5602	Cube, ABC, Cubby Bookcase	X	Ben Bones Room	7/1/2002
5603	Cube, ABC, Cubby Bookcase	X	Ben Bones Room	7/1/2002
5604	Desk Top Book Case, Wooden	X	Childrens	7/1/2002
5605	Desk Top Book Case, Wooden		Childrens	7/1/2002
5606	A Frame Table, Wooden		Childrens	7/1/2002
5618	Book Cart, Metal	X	Childrens	7/1/2002
5620	Mobile Book Cart, Yellow	X	Binding Room	7/1/2002
5623	Desk	X	Childrens	7/1/2002
5625	Typewriter Table, Steelcase		Business Office	7/1/2002
5626	Electric Typewriter, IBM Correcting Selectric II		Childrens	7/1/2002
5629	Desk, 6 Drawer, Metal	X	Childrens	7/1/2002
5630	File Cabinet, Letter Size, 4 Drawer, Tan	X	Childrens	7/1/2002
5631	Desk Top Book Case		Childrens	7/1/2002
5632	Desk Top Book Case		Childrens	7/1/2002
5633	Show Case, Glass & Wood		Childrens	7/1/2002
5634	Glass Enclosed Display Case, Free Standing	X		\$ 1,156.33
5635	Free Standing Wooden Rack, Gifts	X		
5636	Book Cart, Metal	X	Childrens	7/1/2002
5639	Stacking Chair, Orange Color Plastic	X	Childrens	7/1/2002
5644	Stacking Chair, Orange Color Plastic	X	Directors	7/1/2002
5646	Desk, 5 Drawer, Walnut	X	Directors	7/1/2002
5647	File Cabinet, Legal Size, 2 Drawer, Haskell	X	Directors	7/1/2002
5649	Board Table	X	Directors	7/1/2002
5651	End Display Table, Walnut	X	Directors	7/1/2002
5652	File Cabinet, Letter Size, 4 Drawer	X	Directors	7/1/2002
5653	Table, Wood Grain, Small	X	Directors	7/1/2002
5655	Book Return Bin, Front Door Drop	X		\$ 245.00
5656	Book Cart, Metal	X		
5666	Book Cart, Metal	X		
5667	Book Cart, Metal	X		
5668	Book Cart, Metal	X		
5669	Book Cart, Metal			
5670	Book Cart, Metal	X		\$ 175.00
5673	Electronic Cash Register, Samsung EK-2710	X		
5681	Table Top Book Display Stand			

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		Wood End Table, Butcher Block, Joined (by window in Media Room)	Media Room	7/1/2002
5684	X	Wood End Table, Butcher Block, Joined (by window in Media Room)	Media Room	7/1/2002
5686	X	Book Cart, Wooden		7/1/2002
5737	X	Chair, Orange Color Plastic/Metal		7/1/2002
5740	X	Large Round Wood Table		7/1/2002
5741	X	Book Cart, Metal		7/1/2002
5742	X	Large Round Wood Table		7/1/2002
5743	X	Large Round Wood Table		7/1/2002
5744	X	Large Round Wood Table		7/1/2002
5745	X	Large Round Wood Table		7/1/2002
5747	X	Large Round Wood Table		7/1/2002
5748	X	Table, Round Reading, Metal - White Top	Staff Room	7/1/2002
5759	X	Dictionary Stand, Wooden		7/1/2002
5760	X	A Frame, Free Standing Book Display Rack		7/1/2002
N/A	X	At least 7 total A Frame, Free Standing Book Display Racks (only 2 on this inv.		7/1/2002
5761	X	3-Ring Cassette Display Rack		7/1/2002
5763	X	Paper Back Display Rack		7/1/2002
5779	X	Book Cart, Metal		7/1/2002
5786	X	Book Cart, Wooden	Childrens	7/1/2002
5787	X	Dictionary Stand, Hayford	Information Desk	7/1/2002
5792	X	Reference Counter w/4 Drawers and Insert Shelves	Information Desk	7/1/2002
5793	X	Chair, Secretarial, Fabric/Vinyl, Brown	Main Library	7/1/2002
5794	X	Desk, Counter and 3-Drawer Unit	Reference	7/1/2002
5797		Book Cart, Metal		7/1/2002
5798	X	Book Cart, Metal	Childrens	7/1/2002
5799	X	Book Shelf, Wooden	Childrens	7/1/2002
5802	X	Desk, 2-Drawer, Metal w/Wood Top	Directors	7/1/2002
5805	X	Table, Walnut Look, Formica Top Table, Metal Legs	Ben Bones Room	
	X	Table, Folding Walnut Look, Formica Top Table, Metal Legs	Staff Room	7/1/2002
N/A	X	Mail Box Unit	Reference	7/1/2002
5806	X	Microfilm Drawer, 9 Drawers	Reference	7/1/2002
5814	X	Microfilm Drawer, 9 Drawers, Reference	Reference	7/1/2002
5815	X	Microfilm Drawer, 6 Drawers, Yawn-Erbe	Reference	7/1/2002
5816	X	Microfilm Drawer, 5 Drawers, Russ-Basset	Reference	7/1/2002
5817	X	Book Truck, Metal		7/1/2002
5839	X	Chair, Blue Vinyl		7/1/2002
5840	X	Chair, Blue Vinyl	Main Library	7/1/2002
5841	X	Chair, Blue Vinyl	Directors	7/1/2002
5842	X	Chair, Blue Vinyl	Reference	7/1/2002
5843	X	Chair, Blue Vinyl	Reference	7/1/2002
5852	X	Atlas Case, Wooden, Reference		7/1/2002
5855	X	Table, Green Top, 6'x 3', Reference		7/1/2002
5858	X	Wall Book Shelf, Wooden, Single Sided, Half Stack, Reference		7/1/2002
5859	X	Book Cart, Metal	Reference	7/1/2002
5860	X	Dictionary Stand, Gaylord, Reference		7/1/2002

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5861	X	Book Case, 4'x 2', Reference	Reference	7/1/2002
5867	X	File Cabinet, Letter Size, 4 Drawer, Steelcase	Reference	7/1/2002
5868	X	File Cabinet, Letter Size, 4 Drawer, Steelcase	Reference	7/1/2002
5869	X	File Cabinet, Letter Size, 4 Drawer, Steelcase	Reference	7/1/2002
5870	X	File Cabinet, Letter Size, 4 Drawer, Steelcase	Reference	7/1/2002
5871	X	File Cabinet, Letter Size, 4 Drawer, Steelcase	Reference	7/1/2002
5872	X	File Cabinet, Letter Size, 4 Drawer, Steelcase	Reference	7/1/2002
5873	X	File Cabinet, Letter Size, 4 Drawer, Steelcase	Reference	7/1/2002
5874	X	File Cabinet, Letter Size, 4 Drawer, Steelcase	Reference	7/1/2002
5875	X	Topo Map Case, 10 Drawer, Hamilton Industries	Reference	7/1/2002
5876	X	Table, 7'x 3', Wooden, Index Table	Reference	7/1/2002
5877	X	Square Table, 3 Drawer, Typone	Oregon Room	7/1/2002
5878		Table, 1 Shelf, Wooden	Circulation Office	7/1/2002
5881		Table, Marble Top	Adult Reading Area	7/1/2002
5882	X	Table, Marble Top, Silver Tag #9399)	Adult Reading Area	7/1/2002
5885	X	Table, Marble Top	Reference	7/1/2002
5885	X	Chair, Wood	Reference	7/1/2002
5887	X	Desk, 2 Drawer w/Shelf, Wooden	Reference	7/1/2002
5894	X	Tan Metal Desk, Woodgrain Look Laminate Top	Childrens	7/1/2002
5899	X	Computer Printer Stand	Circulation	7/1/2002
5901	X	Desk, Wood Grain Metal w/Typewriter Stand	Mending	7/1/2002
5902	X	File Cabinet, Letter Size, 4 Drawer, Tan	Business Office	7/1/2002
5903	X	File Cabinet, Letter Size, 4 Drawer, Tan	Business Office	7/1/2002
5904	X	File Cabinet, Letter Size, 4 Drawer, Tan	Business Office	7/1/2002
5905	X	File Cabinet, Letter Size, 4 Drawer, Tan	Business Office	7/1/2002
5906	X	Tape Recorder w/Case, 3M Wollenoak, Green	Directors	7/1/2002
5909		Electric Typewriter, IBM Correcting Selectric II	Cataloging	7/1/2002
5911	X	Book Cart, Metal		7/1/2002
5912	X	Book Cart, Metal		7/1/2002
5913	X	Book Cart, Metal		7/1/2002
5915	X	Book Cart, Metal		7/1/2002
5916	X	Book Cart, Metal		7/1/2002
5917	X	Book Cart, Metal		7/1/2002
5918		Book Cart, Metal		7/1/2002
5919	X	Book Cart, Metal		7/1/2002
5925	X	Folding Chair, Orange Fabric		7/1/2002
5927	X	Dolly		7/1/2002
5928	X	Ladder, 8 Foot, Metal	Storage/Recycle Room	7/1/2002
5929	X	Folding Chair, Brown	Staff Room	7/1/2002
5932	X	Folding Chair, Brown	Staff Room	7/1/2002
5935	X	Table, Round Folding	Ben Bones Room	7/1/2002
5942		Folding Chair, Metal	Projection Room	7/1/2002
5944	X	Locker Unit, Metal	Staff Room	7/1/2002

5945	X	Locker Unit, Metal	Staff Room	7/1/2002
5948	X	Audio Visual Cart For VCR and TV		7/1/2002
5949	X	Portable Screen Da-Lite	Projection Room	7/1/2002
5950	X	Overhead Projector, 3M		7/1/2002
5951	X	Audio Visual Cart	Ben Bones Room	7/1/2002
5952		Slide Projector w/ Case, Kodak Ektagraphic	Projection Room	7/1/2002
	X	Slide Projector, Silver Tag #9667	Ben Bones Room	7/1/2002
N/A	X	Slide Projector		
5961	X	Dukane Projector, Micromatic II, Black	Childrens	7/1/2002
5962	X	Dukane Projector, Micromatic II, Black	Childrens	7/1/2002
5965	X	Podium, White Wash Oak	Ben Bones Room	7/1/2002
5970	X	Flag Stand w/American Flag	Ben Bones Room	7/1/2002
5971	X	Flag Stand w/Oregon State Flag	Ben Bones Room	7/1/2002
5973	X	Color TV, RCA	Ben Bones Room	7/1/2002
5975		Book Cart, Metal		7/1/2002
5976		Postage Meter	Storage Room	7/1/2002
5977	X	Postal Scale IU Desk		7/1/2002
5979	X	Saddled Back Stapler	Cataloging	7/1/2002
5980		Table, Wooden	Reference Office	7/1/2002
5983		Bookcase, 6 Foot, Double Sided		7/1/2002
5984	X	Vertical File Box, 5 Drawer Slideouts	Cataloging	7/1/2002
5986	X	Book Cart, Metal		7/1/2002
5989	X	20 Paper Cutter, Premier	Cataloging	7/1/2002
5990	X	Book Cover Rack	Circulation	7/1/2002
5991		Book Cart, Metal	Cataloging	7/1/2002
5992	X	Book Cart, Metal		7/1/2002
5993	X	Book Cart, Metal		7/1/2002
5994	X	Book Cart, Metal		7/1/2002
5995		Book Cart, Metal		7/1/2002
5996	X	Desk, 6 Drawer, Wooden w/Formica Top	Directors	7/1/2002
6000	X	Electric Typewriter, IBM Correcting Selectric II	Cataloging	7/1/2002
6001	X	Folding Chair, Orange Color Fabric		7/1/2002
6002	X	Folding Chair, Orange Color Fabric		7/1/2002
6003		Folding Chair, Orange Color Fabric		7/1/2002
6005	X	Folding Chair, Orange Color Fabric		7/1/2002
6007		Folding Chair, Orange Color Fabric		7/1/2002
6008	X	Folding Chair, Orange Color Fabric		7/1/2002
6009		Folding Chair, Orange Color Fabric		7/1/2002
6012	X	Folding Chair, Orange Color Fabric		7/1/2002
6013	X	Folding Chair, Orange Color Fabric		7/1/2002
6014		Folding Chair, Orange Color Fabric		7/1/2002
6015	X	Folding Chair, Orange Color Fabric		7/1/2002
6016		Folding Chair, Orange Color Fabric		7/1/2002

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6021	Folding Chair, Orange Color Fabric		7/1/2002
6022	Folding Chair, Orange Color Fabric	X	7/1/2002
6023	Folding Chair, Orange Color Fabric		7/1/2002
6025	Folding Chair, Orange Color Fabric	X	7/1/2002
6026	Folding Chair, Orange Color Fabric		7/1/2002
6027	Folding Chair, Orange Color Fabric	X	7/1/2002
6028	Folding Chair, Orange Color Fabric	X	7/1/2002
6029	Folding Chair, Orange Color Fabric		7/1/2002
6030	Folding Chair, Orange Color Fabric	X	7/1/2002
6031	Folding Chair, Orange Color Fabric	X	7/1/2002
6032	Folding Chair, Orange Color Fabric	X	7/1/2002
6033	Folding Chair, Orange Color Fabric	X	7/1/2002
6034	Folding Chair, Orange Color Fabric	X	7/1/2002
6035	Folding Chair, Orange Color Fabric		7/1/2002
6037	Folding Chair, Orange Color Fabric		7/1/2002
6039	Folding Chair, Orange Color Fabric	X	7/1/2002
6041	Folding Chair, Orange Color Fabric		7/1/2002
6044	Folding Chair, Orange Color Fabric	X	7/1/2002
6045	Folding Chair, Orange Color Fabric		7/1/2002
6046	Folding Chair, Orange Color Fabric	X	7/1/2002
6047	Folding Chair, Orange Color Fabric		7/1/2002
6049	Folding Chair, Orange Color Fabric		7/1/2002
6051	Folding Chair, Orange Color Fabric	X	7/1/2002
6052	Folding Chair, Orange Color Fabric	X	7/1/2002
6053	Folding Chair, Orange Color Fabric		7/1/2002
6058	File Cabinet, Letter Size, 4 Drawer, Cole	X	7/1/2002
6062	Audio Cassette File, 3 Tier	X	7/1/2002
6077	Computer Printer Stand	X	7/1/2002
6081	Book Case, 6 Foot, Single-sided	X	7/1/2002
6082	Desk, 6 Drawer, Metal, Green	X	7/1/2002
6092	Computer Printer Stand, Acetate, Clear, Access Services	X	7/1/2002
6096	Computer Table w/Book Shelf, Marvel Lightwood Laminate		7/1/2002
6097	Book Cart, Metal		7/1/2002
6101	Computer Table w/Book Shelf, Marvel Lightwood Laminate	X	7/1/2002
6117	Computer Printer Stand	X	7/1/2002
6129	Computer Printer Stand	X	7/1/2002
6156	Folding Movie Projection Screen, DaLite		7/1/2002
6161	Folding Chair, Orange		7/1/2002
N/A	Folding Chair, Orange	X	7/1/2002
6162	Folding Chair, Orange	X	7/1/2002
6164	Book Cart, Wooden	X	7/1/2002
6168	Typewriter Cart	X	7/1/2002
6169	Desk	X	7/1/2002

Childrens Office
Business Office
Business Office
Restroom Hall
Reference Office
Reference Office
Reference Office
Childrens Office
Projection Room
Cataloging

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6170	X	Book Cart, Metal	Directors	7/1/2002
6171	X	Book Cart, Metal	Circulation	7/1/2002
6173	X	Table, 3 Foot, Metal Legs, Wood Laminated Top	Circulation	7/1/2002
6175	X	Chair, Secretarial, Fabric/Vinyl - Brown	Storage	7/1/2002
6176	X	Chair, Secretarial, Fabric/Vinyl - Brown	Cataloging	7/1/2002
6180	X	Electric Typewriter, IBM Correcting Selectric II	Circulation	7/1/2002
6181	X	Typewriter Stand	Reference Office	7/1/2002
6183	X	Desk, 6 Drawer, Metal	Circulation	7/1/2002
6184	X	File Cabinet, Letter Size, 4 Drawer, Cole	Business Office	7/1/2002
6185	X	Book Cart, Metal	Storage	7/1/2002
6187	X	Desk, 5 Drawer, Metal	Business Office	7/1/2002
6193	X	Desk, 6 Drawer, Metal	Storage	7/1/2002
6194	X	Electric Typewriter, IBM Correcting Selectric II	Business Office	7/1/2002
6195	X	Table, Wood Grain, Laminated Top	Mending	7/1/2002
6196	X	Book Cart, Metal	Childrens Office	7/1/2002
6198	X	Book Cart, Wooden	Mending	7/1/2002
6204	X	Desk, 6 Drawer, Gray w/Formica Top	Mending	7/1/2002
6206	X	Book Cart, Wooden	Mending	7/1/2002
6209	X	Cutting Board, Dahle 553	Mending	7/1/2002
6211	X	Book cart, Metal	Mending	7/1/2002
6213	X	Chair, Secretarial, Fabric/Vinyl - Brown, Mending		7/1/2002
6215	X	Desk		7/1/2002
6216	X	Table, 1 Drawer, Wooden, Business Office		7/1/2002
6218	X	Stand, Metal, Gray		7/1/2002
6262	X	Book Cart		7/1/2002
6275		Projection Screen, Radiant, Super Color Master II		7/1/2002
6294	X	Typewriter Stand, Metal, Tan	Directors Office	7/1/2002
6300		Microphone and Stand, Realistic Highball, (Found stand in Director's Office)	Projection Room	7/1/2002
6308	X	Desk, 6 Drawer, Wood Top	Circulation	7/1/2002
6309	X	Chair, Secretarial, Fabric/Vinyl - Brown	Mending	7/1/2002
6310	X	Folding Chair, Orange Color Fabric		7/1/2002
6311	X	Folding Chair, Orange Color Fabric		7/1/2002
6312	X	Folding Chair, Orange Color Fabric		7/1/2002
6313	X	Folding Chair, Orange Color Fabric		7/1/2002
6314	X	Folding Chair, Orange Color Fabric		7/1/2002
6316	X	Folding Chair, Orange Color Fabric		7/1/2002
6321	X	Folding Chair, Orange Color Fabric		7/1/2002
6325	X	Folding Chair, Orange Color Fabric		7/1/2002
6333	X	Folding Chair, Orange Color Fabric		7/1/2002
6335	X	Folding Chair, Orange Color Fabric		7/1/2002
6337	X	Folding Chair, Orange Color Fabric		7/1/2002
6338	X	Folding Chair, Orange Color Fabric		7/1/2002
6341	X	Folding Chair, Orange Color Fabric		7/1/2002

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6345	Folding Chair, Orange Color Fabric			7/1/2002
6346	Folding Chair, Orange Color Fabric	X		7/1/2002
6349	Folding Chair, Orange Color Fabric	X		7/1/2002
6350	Folding Chair, Orange Color Fabric	X		7/1/2002
6379	Typewriter Table, Metal, Tan	X		7/1/2002
6398	Book Truck, Metal			7/1/2002
6413	Cassette Rack, Metal, Round	X		7/1/2002
6417	Display Cabinet, Horizontal	X		7/1/2002
6456	Chair, Secretarial, Fabric/Vinyl - Tan	X		7/1/2002
9363	Table, Oval White	X	Cataloging	7/1/2002
9499	Table, Blonde Top, Putty Metal Legs			7/1/2002
9894	Cart, Wooden Rolling	X		7/1/2002
13595	TV, Zenith System 3	X		7/1/2002
14380	Bookshelf Unit, Cubicle, Mobile, Model #CB12-24			7/1/2002
14481	White A-Frame Books on Cassette Display Rack	X	Childrens	1/1/1995
14497	Precision Cutter		Business Office	1/3/1996
14575	Pamphlet Display, Clear Plastic			7/1/2002
14605	Shelving Unit, Dark Wood, Narrow	X		7/1/2002
15415	Table With Tile Inlay, 40 X 40	X	Projection Room	7/1/2002
15416	Windsor Chair, Wood, Fred Meyer		Staff Room	119.99
15417	Windsor Chair, Wood, Fred Meyer	X	Staff Room	35.00
15418	Windsor Chair, Wood, Fred Meyer	X	Staff Room	35.00
15419	Windsor Chair, Wood, Fred Meyer	X	Staff Room	35.00
15420	Magazine Unit, Plexiglass, Plastic Fantastics		Staff Room	35.00
15421	Magazine Unit, Plexiglass, Plastic Fantastics			295.00
15422	Magazine Unit, Plexiglass, Plastic Fantastics			295.00
15423	Magazine Unit, Plexiglass, Plastic Fantastics			295.00
15424	Magazine Unit, Plexiglass, Plastic Fantastics			295.00
15425	Magazine Unit, Plexiglass, Plastic Fantastics			295.00
15426	Magazine Unit, Plexiglass, Plastic Fantastics			295.00
15427	Magazine Unit, Plexiglass, Plastic Fantastics			295.00
15428	Task Chair, Gray, Model #757755000754		Business Office	295.00
15459	Magazine Unit, Plexiglass, Plastic Fantastics			89.99
15489	Magazine Unit, Plexiglass, Plastic Fantastics			1,147.00
15490	Magazine Unit, Plexiglass, Plastic Fantastics			295.00
15491	Magazine Unit, Plexiglass, Plastic Fantastics			295.00
15492	Magazine Unit, Plexiglass, Plastic Fantastics			295.00
15493	Magazine Unit, Plexiglass, Plastic Fantastics			295.00
15494	Magazine Unit, Plexiglass, Plastic Fantastics			295.00
15495	Magazine Unit, Plexiglass, Plastic Fantastics			295.00
15800	Book Cart, Metal	X		295.00
15801	Book Truck, Metal	X		3/27/1997
15972	Paperback Rack	X	Childrens	3/27/1997

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15979	X	Chair, Child's Plastic, Orange	Childrens	7/1/2002
15980		Bookshelf Unit, Cubical, Mobile	Childrens	7/1/2002
15981		Bookshelf Unit, Cubical, Mobile	Childrens	7/1/2002
15982	X	Bookcase, Freestanding, Wood	Childrens	7/1/2002
15983	X	Bookcase, Freestanding, Wood	Childrens	7/1/2002
15984	X	Bookcase, 18-Shelf, 2-Sided, Wood	Childrens	7/1/2002
15985	X	Bookcase, 18-Shelf, 2-Sided, Wood	Childrens	7/1/2002
15996		Display, Books on Tape, Model #6172		7/1/2002
16433	X	Tower, Paperback Display, 6-Tier w/Black Shelves, Model #LB173-3903		7/1/2002
16434	X	Tower, Paperback Display, 6-Tier w/Black Shelves, Model #LB173-3903		12/15/1997
16435	X	Tower, Paperback Display, 6-Tier w/Black Shelves, Model #LB173-3903		9/1/1997
16436	X	Tower, Paperback Display, 6-Tier w/Black Shelves, Model #LB173-3903		9/1/1997
16504	X	Bookcheck, 3M		9/1/1997
16507	X	Tower, Paperback Display, 5 Tier, Black ShelvesModel #805259	Circulation	9/1/1997
16517		Steno Chair, Beige-GlobalModel #SKV910564 - Staples		9/1/1997
16518		Steno Chair, Beige-GlobalModel #SKV910564 - Staples		2/10/1998
16897	X	Microfilm Fileprint, Canon, Printer, Reference Office		2/10/1998
16898	X	Microfilm Scanner, Canon 400, Reader, Reference Office		4/21/1998
17167		Bookcase, Custom, Children's - Furniture Crafters		4/21/1998
17170	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/21/1998
17171	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17172	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17173	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17174	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17175	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17176	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17177	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17178	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17179	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17180	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17181	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17182	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17183	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17184	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17185	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17186	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17187	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17188	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17189	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17190	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17191	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17192	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998
17193	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		4/23/1998

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17194	X	Oak Chair, Blue Fabric - Patron, Gaylord Bros.		\$	136.85	1/28/1999
17196	X	Book Truck, 3-Shelf, Beige, Model #14156290, Demco Inc.		\$	219.78	1/28/1999
17197	X	Book Truck, 3-Shelf, Beige, Model #14156290, Demco Inc.		\$	219.78	7/14/1998
17198		Book Truck, 3-Shelf, Beige, Model #14156290, Demco Inc.		\$	219.78	7/14/1998
17199	X	Book Truck, 3-Shelf, Beige, Model #14156290, Demco Inc.		\$	219.78	7/14/1998
17298	X	A-Frame Maple Display Rack	Childrens	\$	250.00	7/14/1998
19263	X	Portable File Cabinet/2 File Drawer, Underdesk Model	Reference Office			5/1/2000
19265	X	Task Chair, Grey Fabric, Side Arms	Reference Office			5/1/2000
19266	X	Task Chair, Grey Fabric, Side Arms	Reference Office			5/1/2000
19268		Hewlett Packard Laser Jet 2100 Printer	Main Library			5/1/2000
N/A	X	(1) HP Printer	Hallway Office			
19269	X	Hewlett Packard Fax 920		\$	249.00	8/1/1999
19271	X	Marvel Modular Desk Units, Dark Grey, Speckled Top		\$	1,400.00	12/23/1999
19272	X	Marvel Modular Desk Units, Dark Grey, Speckled Top		\$	1,400.00	1/1/2000
19273	X	Marvel Modular Desk Units, Dark Grey, Speckled Top		\$	1,400.00	1/1/2000
19274	X	Marvel Modular Desk Units, Dark Grey, Speckled Top		\$	1,400.00	1/1/2000
19278	X	Chair, Sled Base, Natural Oak, Navy Fabric		\$	131.25	1/1/2000
19279	X	Chair, Sled Base, Natural Oak, Navy Fabric		\$	131.25	3/3/2000
19280	X	Chair, Sled Base, Natural Oak, Navy Fabric		\$	131.25	3/3/2000
19281	X	Chair, Sled Base, Natural Oak, Navy Fabric		\$	131.25	3/3/2000
19282	X	Chair, Sled Base, Natural Oak, Navy Fabric		\$	131.25	3/3/2000
19283	X	Chair, Sled Base, Natural Oak, Navy Fabric		\$	131.25	3/3/2000
19284	X	Chair, Sled Base, Natural Oak, Navy Fabric - 25 of these chairs in Fiction		\$	131.25	3/3/2000
19285	X	Chair, Sled Base, Natural Oak, Navy Fabric - 13 on inventory, incl. Teen area		\$	131.25	3/3/2000
20464		Teal Kingsley Curbside Book Return		\$	2,452.01	3/3/2000
20465	X	VCR, 4 - Head, Sanyo	Supply Room			7/1/2002
N/A	X	VCR, 4 - Head, Sylvania DVD/VCR	Ben Bones Room			
20467	X	HP Scan Jet 5300 C		\$	864.95	7/1/2002
20468		A-Frame Brodart Bookshelves, Oak		\$	884.00	7/1/2002
20469	X	A-Frame Brodart Bookshelves, Oak		\$	884.00	7/1/2002
20470	X	XL Ellison Lettermachine		\$	3,050.47	7/1/2002
20491	X	Roll Cutter Rack, 4-Roll Horizontal Tower, Gaylord Bros.	Projection Room	\$	208.76	7/1/2002
20492	X	Light Oak Computer Desks For OPAC's	Projection Room	\$	262.08	7/1/2002
20493	X	Light Oak Computer Desks For OPAC's		\$	262.08	7/1/2002
20494	X	Light Oak Computer Desks For OPAC's		\$	262.08	7/1/2002
20495	X	Light Oak Computer Desks For OPAC's		\$	262.08	7/1/2002
20496	X	Childrens Book Kiosk		\$	1,224.38	7/1/2002
20497	X	Fellows Paper Shredder PS-70		\$	180.00	7/1/2002
20499	X	Detection System - Front Door Unit, 3M		\$	9,829.10	7/1/2002
20500	X	Gray Pattern Fabric Executive Chair w/Arms		\$	199.00	7/1/2002
20501	X	Chair, Sled Base, Natural Oak, Navy Fabric		\$	150.00	7/1/2002
20502	X	Hanging File Folder Rack, Dark Gray Metal		\$	120.00	7/1/2002
20503	X	Hanging File Folder Rack, Dark Gray Metal		\$	120.00	7/1/2002

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20521	X	Folding Chair, Orange Fabric	7/1/2002
20522	X	Folding Chair, Orange Fabric	7/1/2002
20524	X	Folding Chair, Orange Fabric	7/1/2002
20529	X	Folding Chair, Orange Fabric	7/1/2002
20530		Folding Chair, Orange Fabric	7/1/2002
20531	X	Folding Chair, Orange Fabric	7/1/2002
20532		Folding Chair, Orange Fabric	7/1/2002
20536	X	Folding Chair, Orange Fabric	7/1/2002
20537		Folding Chair, Orange Fabric	7/1/2002
20540	X	Folding Chair, Orange Fabric	7/1/2002
20541	X	Folding Chair, Orange Fabric	7/1/2002
20542	X	Folding Chair, Orange Fabric	7/1/2002
20543	X	Folding Chair, Orange Fabric	7/1/2002
20544	X	Folding Chair, Orange Fabric	7/1/2002
20545		Folding Chair, Orange Fabric	7/1/2002
20547	X	Folding Chair, Orange Fabric	7/1/2002
20548	X	Table, Round Folding w/Metal Legs, Brown Plastic Top	7/1/2002
20549	X	Square Folding Card Table, Brown Top & Legs	7/1/2002
20550	X	Microwave, Panasonic (No Tag)	7/1/2002
20551	X	Microwave Stand, Oak, Portable	7/1/2002
20552	X	Kenmore Refrigerator	7/1/2002
20553	X	Da-Lite Model A Projection Screen, Portable	7/1/2002
20554	X	Da-Lite Model C Projection Screen, Affixed To Wall	7/1/2002
20555		Board Table, Laminated Tan Top, Folding	7/1/2002
20556		Board Table, Laminated Woodgrain Look Top, Folding	7/1/2002
20559		Ivory Metal Desk, Woodgrain Look Laminated Top	7/1/2002
20560		Book Stand with Cork Board, Oak Stained	7/1/2002
20562	X	Book Cart, Metal	7/1/2002
20563		Book Cart, Metal	7/1/2002
20564		Chair, Orange Color Metal/Plastic	7/1/2002
20565		Chair, Orange Color Metal/Plastic	7/1/2002
20566		Chair, Orange Color Metal/Plastic	7/1/2002
20567		Chair, Orange Color Metal/Plastic	7/1/2002
20568		Chair, Orange Color Metal/Plastic	7/1/2002
20569		Chair, Orange Color Plastic/Metal	7/1/2002
20570		Chair, Orange Color Plastic/Metal	7/1/2002
20571	X	Chair, Orange Color Plastic/Metal	7/1/2002
20572		Circular Step Stool w/Wheels, Kic Step	7/1/2002
20573		Printer Table, Wood Top, Laminated	7/1/2002
20574	X	Chair, Plastic, Orange	7/1/2002
20575		Chair, Blue Vinyl	7/1/2002
20576	X	Atlas Case, Wooden	7/1/2002
20578	X	Dolly, Metal Van	7/1/2002

Directors

Reference

Reference

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		Staff Room			
20579	Book Case, 4 Shelves, Wooden				7/1/2002
20580	Book Cart, Metal				7/1/2002
20581	Computer Table w/Book Shelf, Marvel Lightwood Laminate	X			7/1/2002
20583	Table w/Green Top	X			7/1/2002
20584	Folding Chair, Orange Fabric	X			7/1/2002
20588	Bookcase, Wooden, 9 Shelves, Double Sided				7/1/2002
20589	Corner Book Shelf, 4 Shelves, Wooden				11/1/1995
20590	Book Case, Single Sided, 6 Shelves	X			7/1/2002
20591	Book Case, Double Sided, 12 Shelves Total	X			7/1/2002
20592	Book Case, Double Sided, 12 Shelves Total	X			7/1/2002
20593	Book Case, Double Sided, 12 Shelves Total	X			7/1/2002
20594	Book Case, Double Sided, 12 Shelves Total, Wooden	X			7/1/2002
20595	Book Case, Single Sided, 6 Shelves, Wooden	X			7/1/2002
20596	Box Shape Book Case, Wooden				7/1/2002
20597	Box Shape Book Case, Wooden				7/1/2002
20598	Free Standing Book Case				7/1/2002
20599	Free Standing Book Case				7/1/2002
20600	Shelving Unit, Wood, 2-Sided				7/1/2002
20601	End-Of-Range Shelving Unit, Wood, Demco Inc.				7/1/2002
20746	Task Chair-Global Adjustable Office Chair, Operator Series Model #8974BK	X		\$ 337.56	11/21/1996
20747	Therma Bind (Book Cooker) Model #GBC2000XT			\$ 149.99	3/6/2002
20749	Natural Oak, Sled Base Stool 18" High, Persian Blue Fabric, Gaylord Bros.	X		\$ 1,196.25	10/29/2001
20750	Filmstrip Projector w/Cassette Player, Beige & Black, Dukane			\$ 141.23	10/5/2001
20751	Back Task Chair, Storm Fabric, Model #8973 Global	X		\$ 25.00	2/7/2002
20752	Back Task Chair, Storm Fabric, Model #8973 Global	X		\$ 123.49	3/2/2002
20753	Back Task Chair, Storm Fabric, Model #8973 Global	X		\$ 123.49	3/2/2002
20754	Back Task Chair, Storm Fabric, Model #8973 Global	X		\$ 123.49	3/2/2002
20755	Back Task Chair, Storm Fabric, Model #8973 Global	X		\$ 123.49	3/2/2002
20756	Back Task Chair, Storm Fabric, Model #8973 Global	X		\$ 123.49	3/2/2002
20757	Back Task Chair, Storm Fabric, Model #8973 Global	X		\$ 123.49	3/2/2002
20758	Back Task Chair, Storm Fabric, Model #8973 Global	X		\$ 123.49	3/2/2002
20761	Displayer, Angled Frame, 6 Shelves, Hard Rock Maple, Gaylord Bros.	X		\$ 463.91	1/9/2002
20762	Displayer, Angled Frame, 6 Shelves, Hard Rock Maple, Gaylord Bros.	X		\$ 463.91	1/9/2002
20763	Lab Mate Desk - Light Oak 60 X 24", Gaylord Bros.			\$ 463.91	1/9/2002
20764	Lab Mate Desk - Light Oak 60 X 24", Gaylord Bros.			\$ 463.91	1/9/2002
20765	Lab Mate Desk - Light Oak 60 X 24", Gaylord Bros.			\$ 463.91	1/9/2002
20766	Lab Mate Desk - Light Oak 60 X 24", Gaylord Bros.			\$ 463.91	1/9/2002
20767	Lab Mate Desk - Light Oak 60 X 24", Gaylord Bros.			\$ 463.91	1/9/2002
20768	Lab Mate Desk - Light Oak 60 X 24", Gaylord Bros.			\$ 463.91	1/9/2002
20769	Lab Mate Desk - Light Oak 60 X 24", Gaylord Bros.			\$ 463.91	1/9/2002
20770	Lab Mate Desk - Light Oak 60 X 24", Gaylord Bros.			\$ 463.91	1/9/2002
20771	Tattle-Tape Semi-Auto Strip Insert, 3M	X		\$ 1,995.00	11/8/2001
20804	E Fiction Pict. Book Shelving-Free Stgd/2-Sided w/Cubbies-Lt.Oak, Furn. Crftrs	X		\$ 682.00	4/2/2002

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Item #	Description	Unit Cost	Quantity	Total Cost	FY	Notes
20805	E Fiction Pict. Book Shelving-Free Stgd/2-Sided w/Cubbies-Lt Oak, Furn.Crftfs	682.00	1	682.00	4/2/2002	
20817	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	129.12	1	129.12	11/5/2001	
20818	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	129.12	1	129.12	11/5/2001	
20819	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	129.12	1	129.12	11/5/2001	
20820	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	129.12	1	129.12	11/5/2001	
20821	Book Truck, 3 Flat Shelves, Black, 4 Casters 39Hx33 3/4Wx15D", Gaylord	234.17	1	234.17	1/30/2002	
20822	Book Truck, 3 Flat Shelves, Black, 4 Casters 39Hx33 3/4Wx15D", Gaylord	234.17	1	234.17	1/30/2002	
20823	Book Truck, 3 Flat Shelves, Black, 4 Casters 39Hx33 3/4Wx15D", Gaylord	234.17	1	234.17	1/30/2002	
20824	Book Truck, 3 Flat Shelves, Blue, 4 Casters 39Hx33 3/4Wx15D", Gaylord	234.17	1	234.17	1/30/2002	
20825	Book Truck, 3 Flat Shelves, Blue, 4 Casters 39Hx33 3/4Wx15D", Gaylord	234.17	1	234.17	1/30/2002	
20826	Book Truck, 3 Flat Shelves, Blue, 4 Casters 39Hx33 3/4Wx15D", Gaylord	234.17	1	234.17	1/30/2002	
20827	Book Truck, 3 Flat Shelves, Red, 4 Casters 39Hx33 3/4Wx15D", Gaylord	234.17	1	234.17	1/30/2002	
20828	Book Truck, 3 Flat Shelves, Red, 4 Casters 39Hx33 3/4Wx15D", Gaylord	234.17	1	234.17	1/30/2002	
20829	Book Truck, 3 Flat Shelves, Red, 4 Casters 39Hx33 3/4Wx15D", Gaylord	234.17	1	234.17	1/30/2002	
20831	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	129.12	1	129.12	11/5/2001	
20832	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	129.12	1	129.12	11/5/2001	
20833	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	129.12	1	129.12	11/5/2001	
20834	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	129.12	1	129.12	11/5/2001	
20835	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	129.12	1	129.12	11/5/2001	
20836	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	129.12	1	129.12	11/5/2001	
20837	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	129.12	1	129.12	11/5/2001	
20838	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	129.12	1	129.12	11/5/2001	
20839	Chair, Armless, Sled Base 18" Natural Oak Navy Fabric, Gaylord Bros.	129.12	1	129.12	11/5/2001	
20840	Chair, Armless, Sled Base 16" Natural Oak Persian Fabric,	129.12	1	129.12	11/5/2001	
20841	Chair, Armless, Sled Base 16", Gaylord Bros.	129.12	1	129.12	11/5/2001	
20842	Chair, Armless, Sled Base, Child Size, Lt. Blue Seat, Gaylord Bros.	156.95	1	156.95	7/1/2002	
20844	Folding Table, 30 X 96, Honeycomb, Light Oak Top, Black Frame, Alfax Furn.	156.95	1	156.95	6/4/2002	
20845	Folding Table, 30 X 96, Honeycomb, Light Oak Top, Black Frame, Alfax Furn.	156.95	1	156.95	6/4/2002	
20846	Folding Table, 30 X 96, Honeycomb, Light Oak Top, Black Frame, Alfax Furn.	156.95	1	156.95	6/4/2002	
20847	Folding Table, 30 X 96, Honeycomb, Light Oak Top, Black Frame, Alfax Furn.	156.95	1	156.95	6/4/2002	
20848	Folding Table, 30 X 96, Honeycomb, Light Oak Top, Black Frame, Alfax Furn.	156.95	1	156.95	6/4/2002	
20849	Folding Table, 30 X 96, Honeycomb, Light Oak Top, Black Frame, Alfax Furn.	156.95	1	156.95	6/4/2002	
21413	Book Shelf					
21414	Book Cart, Wooden					
21415	Chair, Orange, Metal/Plastic					
21416	Detection System-Side Door Unit, 3M					
21418	Audiocassette & Videotape Sensitizer, Mediacheck, Model 325					
21419	Audiocassette & Videotape Sensitizer, Mediacheck, Model 325					
21421	Office Stool, Navy, K-Log, Inc. OUS-902					
21422	Office Stool, Navy, K-Log, Inc. OUS-902					
21423	Office Stool, Navy, K-Log, Inc. OUS-902					
21424	Chair w/Upholstered Arm, Woodstock Midnight Fabric, ATD-American Co.					
21425	Chair w/Upholstered Arm, Woodstock Midnight Fabric, ATD-American Co.					

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21426	X	Chair w/Upholstered Arm, Woodstock Midnight Fabric, ATD-American Co.	Teen Room Reference	\$ 275.83	6/19/2002
21429	X	Glass Door, Locking Book Cabinets	Reference		7/1/2002
21430	X	Glass Door, Locking Book Cabinets	Reference		7/1/2002
21474	X	Table, Cloud Nebula Top, T-Mold Edge, Navy Legs, K-Log Inc. OUS-902	Teen Room	\$ 694.12	8/9/2002
21475	X	Table, Folkstone Gray Top, Navy Legs, Round, ATD-American Co.	Teen Room	\$ 284.47	8/23/2002
21476	X	Upholstered Chair, Sled Base, Dark Blue Fabric, Navy Legs, ATD-American Co.	Teen Room	\$ 125.00	8/23/2002
21477	X	Upholstered Chair, Sled Base, Dark Blue Fabric, Navy Legs, ATD-American Co.	Teen Room	\$ 125.00	8/23/2002
21478	X	Upholstered Chair, Sled Base, Dark Blue Fabric, Navy Legs, ATD-American Co.	Teen Room	\$ 125.00	8/23/2002
21479	X	Upholstered Chair, Sled Base, Dark Blue Fabric, Navy Legs, ATD-American Co.	Teen Room	\$ 125.00	8/23/2002
21480	X	Purple Fabric Bean Bag Chair	Teen Room	\$ 192.26	9/11/2002
21481	X	Purple Fabric Bean Bag Chair	Teen Room	\$ 192.26	9/11/2002
21485	X	Magazine Racks, Plastic Fantasics	Teen Room	\$ 295.00	11/1/2002
21486	X	Magazine Racks, Plastic Fantasics	Teen Room	\$ 295.00	11/1/2002
21974	X	Arm Chair, Gray Fabric, Mission Style	Teen Room	\$ 150.00	6/30/2003
21975	X	Arm Chair, Gray Fabric, Mission Style	Teen Room	\$ 150.00	6/30/2003
21976	X	Arm Chair, Gray Fabric, Mission Style	Teen Room	\$ 150.00	6/30/2003
21977	X	Arm Chair, Gray Fabric, Mission Style	Teen Room	\$ 150.00	6/30/2003
21978	X	Arm Chair, Gray Fabric, High Back	Teen Room	\$ 150.00	6/30/2003
21979	X	Arm Chair, Gray Fabric, High Back	Teen Room	\$ 150.00	6/30/2003
21980	X	Arm Chair, Gray Fabric, High Back	Teen Room	\$ 150.00	6/30/2003
21981	X	Arm Chair, Gray Fabric, High Back	Teen Room	\$ 150.00	6/30/2003
21982		Green Rubbermaid Indoor Book Return	Circulation Desk	\$ 500.00	7/2/2002
21983	X	Sled Base Stool, Natural Oak, Persian Blue Fabric	Childrens	\$ 133.00	7/2/2002
21984	X	Sled Base Stool, Natural Oak, Persian Blue Fabric	Childrens	\$ 133.00	7/2/2002
21985	X	Lab Mate Desk, Light Oak	Childrens	\$ 463.91	7/2/2002
21986	X	Map/Poster File	Business Office		7/2/2002
21995	X	A-Frame, Wooden	Business Office	\$ 500.00	7/2/2002
N/A	X	Four (4) Stools, Wood & Blue cloth	Childrens		
N/A	X	Two (2) Stools, Wood & Blue Cloth	Childrens		
N/A	X	1 Bronze Sculpture	Childrens		
N/A	X	Two (2) Quilts	Childrens		
N/A	X	1/4 Room Divider, Grey Fabric	Ben Bones Room		
N/A	X	1/2 Room Divider, Grey Fabric	Catalog Room		
N/A	X	Brown Love seat	Staff Room		
N/A	X	Table, Silver Tag #4253			
N/A	X	Typewriter, Silver Tag #4296			
N/A	X	Fan, Silver Tag #9316			
N/A	X	Gateway Tower & Monitor	Circulation Office		
N/A	X	Three (3) Word Processors - Alpha 3000	Circulation Office		
N/A	X	One (1) Word Processor - Alpha 3000	Ben Bones Room		
N/A	X	Two (2) Epson Printers	Hallway Office Top Shelf		
N/A	X	Lenoxx Sound Cd/Radio	Childrens		
N/A	X	Eight (8) Pagers, Radio Shack			

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N/A	X	Computer & Monitor, Grant Fund #GPSGATES03	Media Area	
N/A	X	Computer & Monitor, Grant Fund #GPSGATES04	Media Area	
N/A	X	Computer & Monitor, Grant Fund #GPSGATES01	Teen Room	
N/A	X	Computer & Monitor, Grant Fund #GPSGATES02	Teen Room	
N/A	X	Counter, Front, Silver Tag # 9429		

Note: Orange dot on actual item's property tag denotes it was located on this inventory list.

PROFESSIONAL SERVICES AGREEMENT BETWEEN JACKSON COUNTY AND
LIBRARY SYSTEMS & SERVICES, LLC.

This contract for the Jackson County Library Services operation ("Agreement") is made and entered into by and between Jackson County, a home rule political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and Library Systems & Services, LLC, commonly known as. LSSI, and hereafter referred to as CONTRACTOR. The parties hereto mutually agree as follows:

1.0 SCOPE OF SERVICES

1.1. CONTRACTOR shall provide, as required by this Agreement, services to COUNTY, for the following: Jackson County Library Services, with such services and performance standards more specifically set forth. in Attachment "A" (collectively, "Services") attached hereto, and incorporated herein by reference, and as further delineated or set forth within this Agreement.

1.2. CONTRACTOR shall furnish labor necessary to perform in accordance with the requirements of this Agreement all those services described in Attachment "A" attached hereto, and as further delineated or set forth within this Agreement.

2.0 PERFORMANCE STANDARDS: The performance of CONTRACTOR shall be determined by the ability of CONTRACTOR to meet the performance standards as set forth in Attachment "A".

3.0 TERM AND TERMINATION: This Agreement shall be effective as of October 1, 2007, (Effective Date), and shall continue in effect for a period of five years with the ending date of September 30, 2012, or unless earlier terminated as specified in this section below.

However, such expiration shall not extinguish or prejudice a party's right to enforce this contract with respect to: (a) any breach of a warranty; or (b) any default or defect in performance that has not been cured. The term of this

Agreement may be renewed by mutual consent of the parties.

3.1. TERMINATION by Mutual Consent: This Agreement may be terminated at any time by mutual consent of both parties.

3.2. TERMINATION for Convenience: After the first twelve (12) months of the term hereof, this Agreement may be terminated at any time by either party upon at least 90 days' notice in writing and delivered by certified mail or in person. In the event of such termination as solely set forth in Section 3.2 by COUNTY, COUNTY shall not, through a private contractor, reprocur services of the same or a similar nature as those described herein for a period of eighteen (18) months.

3.3. TERMINATION for Default or Breach: Either COUNTY or CONTRACTOR may terminate this contract in the event of a breach of the contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, or within such other period beyond fifteen (15) days as the party giving the notice may authorize or require, then the contract may be terminated at any time thereafter by a written notice of termination by the party giving notice. The rights and remedies of the parties provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

3.4 OBLIGATION/LIABILITY OF PARTIES: Termination or modification of this contract pursuant to subsections 3.1, 3.2, and 3.3 above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination or modification. However, upon receiving a notice of termination (regardless whether such notice is given pursuant to subsections 3.1, 3.2, 3.3 and 3.4 of this section) CONTRACTOR shall immediately cease all activities under this contract, unless expressly directed otherwise by COUNTY in the notice of termination. Further, upon termination, CONTRACTOR shall deliver

to COUNTY all contract documents, information, works-in-progress and other property that are or would be deliverables had the contract been completed. COUNTY shall pay CONTRACTOR for work performed prior to the termination date if such work was performed in accordance with the Contract.

4.0 COMPENSATION AND PAYMENT:

4.1. In consideration for the rendition of the services described herein, and as set forth in Attachment "A" hereto, the COUNTY shall pay CONTRACTOR the amount determined under Attachment A during contract year 2007-2008, including the administration and operation of the Jackson County Library Services. For contract year 2007-2008, any and all purchases of books and other library materials, and reimbursement of the processing charge shall be subject to the review of the County Administrator and/or the Library Contract Administrator or designee.

4.2. In no event shall the total compensation payable to CONTRACTOR under this Agreement exceed the amount determined under Attachment A. Attachment B sets forth by library in four (4) hour time blocks the cost of adding to the service levels at the various libraries.

4.3. Compensation for services shall be paid by COUNTY upon approval of the County Administrator and/or the Library Contract Administrator or designee upon review of a properly presented invoice or bill for services performed as set forth in Attachment A. CONTRACTOR shall invoice monthly prior to the start of each month and COUNTY shall wire transfer the invoiced amount to CONTRACTOR no later than the fifth day of such month.

4.4. In the event additional funds become available during the term of this agreement, the amount of this Agreement may be increased by said amount by an amendment signed by the parties here in the same manner as this Agreement was executed, after negotiations by COUNTY and CONTRACTOR of the description of services and performance standards to reflect the increased available funding have concluded, with all additional payments to be paid in the same manner

described in Section 4.3. COUNTY'S intention is to negotiate with the various cities to increase service levels at the various branches over and above the hours referenced in Table A of Attachment A. Any negotiated additions shall be reflected in amendments to this agreement.

4.5. CONTRACTOR shall not submit billings for, and COUNTY will not pay, any amount in excess of the maximum compensation amount of this contract determined under Attachment A, including any travel and other expense when noted below. If the maximum compensation amount is increased by amendment of this contract, the amendment must be fully effective before CONTRACTOR performs work subject to the amendment. CONTRACTOR shall notify COUNTY's supervising representative in writing 30 calendar days before this contract expires of the upcoming expiration of the contract. No payment will be made for any services performed before the beginning date or after the expiration date of this contract. This contract will not be amended after the expiration date.

4.6. Whenever the COUNTY has discretion to establish the level of compensation under this Agreement, the following procedures shall apply:

- i. The COUNTY shall advise CONTRACTOR in writing not later than April 30th of each year of the COUNTY'S best estimate of the funding available for this Agreement for the coming fiscal year.
- ii. Within sixty (60) days after receipt of the estimate of available funding, CONTRACTOR shall provide to COUNTY, CONTRACTOR'S written recommended budget and levels of service that CONTRACTOR can provide within the estimate of available funding for the coming fiscal year.

5.0 Intentionally omitted.

6.0 INDEPENDENT CONTRACTOR RESPONSIBILITY FOR TAXES AND WITHHOLDING; RETIREMENT SYSTEM STATUS: CONTRACTOR and its employees and agents shall be at all times in an independent capacity with regard to performance of services or work rendered pursuant to this contract: and CONTRACTOR and its employees and agents shall not act as, shall not be, and shall not in any manner be considered to be agents,

officers or employees of COUNTY. There shall be no employer-employee relationship between COUNTY and CONTRACTOR and CONTRACTOR and its employees and agents shall not be entitled to any benefits payable to COUNTY employees. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees, including but not limited to all federal and state income taxes and withholdings. COUNTY shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify COUNTY against any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this contract; and, CONTRACTOR shall indemnify COUNTY for any and all federal or state withholding or retirement payments for CONTRACTOR employees which COUNTY may be required to make pursuant to federal or state law. The COUNTY cannot and will not control the means or manner of the CONTRACTOR'S performance. The CONTRACTOR is responsible for determining the appropriate means and manner of performing the work. The CONTRACTOR represents and warrants that CONTRACTOR (i) is not an individual serving as an employee of Jackson COUNTY, Oregon, (ii) is not currently an individual employed by the Federal Government, and (iii) meets the specific independent CONTRACTOR standards of ORS 670.600, as certified on the Certification Statement for Corporation or Independent CONTRACTOR-ATTACHMENT C. CONTRACTOR is not an "officer", "employee", or "agent" of the COUNTY, as those terms are used in ORS 30.265.

CONTRACTOR shall be responsible for all federal or state taxes applicable to any compensation or payments paid to CONTRACTOR under this contract and, unless CONTRACTOR is subject to backup withholding, COUNTY will not withhold from such compensation or payments any amounts(s) to cover CONTRACTOR'S federal or state tax obligations. CONTRACTOR is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or

payments paid to CONTRACTOR under this contract, except as a self-employed individual.

7.0 RIGHT TO REVIEW AND MONITOR: COUNTY shall have the right to review and monitor the facilities, programs, or procedures of CONTRACTOR at any reasonable time.

8.0 JANITORIAL/LANDSCAPING SERVICES:

8.1. COUNTY shall be responsible for negotiating and administering leases for all fifteen (15) Jackson County Library Services branches as set forth in Table A of Attachment A. All decisions regarding/said leases, and subleases or other use of COUNTY property shall also be the responsibility of COUNTY under direction from the COUNTY Administrator's Office and/or the Library Contract Administrator or designee. Payments on the branch leases will be made outside this contract and are not included in the contract amount specified in Section 4.0.

8.2. COUNTY shall be responsible for negotiating and administering contracts and/or agreements for an appropriate level for public libraries in a manner consistent with prior practice of landscaping, janitorial service, building maintenance and other services at all Jackson County Library Services branches with the exception of one Day Porter (for 40 hours per week) at the Central Library in Medford. All decisions regarding said contracts shall be handled by COUNTY under direction from the County Administrator's Office and/or the Library Contract Administrator or designee. Payment for those contract services shall be made outside the contract and are not included in the contract amount determined under Attachment A with the exception of one Day Porter (for 40 hours per week) at the Central Library in Medford.

9.0 CONTRACTOR/AGREEMENTS WITH OTHER ENTITIES FOR MISCELLANEOUS SERVICES: COUNTY has entered into, or will be entering into certain contracts/agreements for the provision of MISCELLANEOUS services. If applicable and subject to mutual agreement, CONTRACTOR agrees to provide the services specified in those certain

contracts/agreements, and CONTRACTOR shall submit an invoice to COUNTY for the services rendered. Most, if not all, contracts will be invoiced and handled directly through the COUNTY. Payment for those contract/agreement services shall be made outside the contract amount specified in Section 4.0.

9.1. CONTRACTOR acknowledges the existence of prior existing contracts/agreements for retail space in the various library buildings throughout the COUNTY, including but not limited to, a coffee shop and used book sales. COUNTY shall make available to CONTRACTOR without charge adequate space in the libraries to develop and implement new revenue generating services, such as services to the business community, retail sales (books, gifts, refreshments, etc.) and other fee based services, to benefit the community, COUNTY and CUSTOMER ("Additional Services"). COUNTY will use its best efforts to assist CONTRACTOR in the promotion and implementation of these Additional Services. COUNTY shall have the final approval of all Additional Services, with such approval to not be unreasonably withheld, conditioned or delayed. Unless otherwise approved by COUNTY, the provision of these Additional Services shall not in any way substantially reduce the space or library services provided prior to the implementation of these Additional Services.

9.2. COUNTY agrees that CONTRACTOR, as the contracted administrator of the Jackson County Library Services, shall have the opportunity to review and comment on all proposed agreements, and amendments to existing agreements where: additional services will be provided in the Jackson County Library Services prior to seeking approval from the Board of Commissioners of Jackson County.

10.0 MEDIA USE OF COUNTY LIBRARY SYSTEM INFORMATION AND USE OF PATRON LIST:

10.1. CONTRACTOR and its employees may not speak publicly on behalf of the COUNTY, or the Jackson County Library Services without the express consent of the COUNTY Administrator and/or Library Contract Administrator, or designee.

10.2. CONTRACTOR agrees to provide the COUNTY Administrator, and/or Library Contract Administrator or designee with information, upon request, which

is necessary to respond to media and/or public inquiries regarding the provision of library and/or ancillary services for the Jackson County Library Services. Whenever such information requested exceeds the scope of the information customarily collected, maintained and reported by CONTRACTOR in connection with its operations under this Agreement under section 13.0. CONTRACTOR shall be entitled to reimbursement of its actual costs of collecting and reporting such information subject to mutual consent obtained in advance~ between COUNTY and CONTRACTOR.

10.3. CONTRACTOR shall not use specific information regarding the Jackson County Library Services, including photographs or other pictorial representations, without the prior review and/or approval of the COUNTY Administrator and/or Library Contract Administrator or designee, such approval not be unreasonably withheld. This review and/or approval shall apply to use in any of CONTRACTOR'S marketing activities and articles and/or papers for publication or consideration by trade and/or professional organizations or conferences.

10.4. CONTRACTOR shall not utilize the patron list of the Jackson County Library Services, library circulation records kept for the purpose of identifying the borrower of items available through the Jackson County Library Services, or any other information identifying patrons of the Jackson County Library Services, for any commercial use. CONTRACTOR may not make the list(s) available to any other entity for any reason, except as approved by the COUNTY Administrator and/or Library Contract Administrator or designee.

11.0 POLICIES AND PROCEDURES OF OPERATION:

11.1. CONTRACTOR agrees to the provisions of the Project Organization Chart, and the General Division of Responsibilities as contained in Attachment "E" hereto. Attachment "E" may be modified by mutual agreement of the County Administrator and/or Library Contract Administrator, or designee, and CONTRACTOR.

11.2. The policies, as reflected in the Jackson County Library Policy and Procedures manual, shall remain in effect for the operation of the Jackson County Library Services. CONTRACTOR may alter this manual only with the mutual agreement of the County Administrator and/or Library Contract Administrator, or designee. Alterations to the manual shall not require formal amendments to this Agreement, unless the alterations result in significant changes in the scope of services, as provided herein. COUNTY shall be responsible for setting all policies that govern the operations of the libraries.

12.0 STAFF OF CONTRACTOR:

12.1. The selection process of the Project Manager under this Agreement shall require direct participation by the COUNTY Administrator and/or Library Contract administrator, or designee and the appointment of this position shall require prior approval by the COUNTY Administrator and/or Library Contract Administrator or designee, such approval not to be unreasonably withheld.

12.2. CONTRACTOR shall advise COUNTY, at the first reasonable opportunity" of any management changes within CONTRACTOR personnel performing this Agreement throughout the period of performance of this Agreement.

12.3. CONTRACTOR acknowledges and agrees that COUNTY selected CONTRACTOR and is entering into this contract, because of the special qualifications of CONTRACTOR'S key personnel. In particular, COUNTY through this contract is engaging the expertise, experience, judgment, and personal attention of CONTRACTOR'S Project Manager, Mark Smith (name of key person or personnel). CONTRACTOR'S key person shall not delegate performance of the management powers and responsibilities he/she is required to provide under this contract to another CONTRACTOR employee without first obtaining the written consent of COUNTY, such consent not to be unreasonably withheld. Further, CONTRACTOR shall not re-assign or transfer the key person to other duties or positions such that the key person is no longer available to provide COUNTY with his/her expertise, experience, judgment, and personal attention, without first obtaining COUNTY'S

prior written consent to such re-assignment or transfer, such consent not to be unreasonably withheld. In the event CONTRACTOR requests that COUNTY approve a re-assignment or transfer of the key person, COUNTY shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the key person, such consent not to be unreasonably withheld.

13.0 REPORTS

13.1. Annually, CONTRACTOR shall timely report to COUNTY all statistical information necessary to meet State reporting requirements, including but not limited to the Oregon State Library Reports.

13.2. In addition to the foregoing, CONTRACTOR shall provide other reports as mutually agreed upon between CONTRACTOR and COUNTY.

13.3. In addition to the foregoing, CONTRACTOR agrees to make available to COUNTY copies of any documents, electronic files, papers, plans, and writings, necessary to verify billing, for payment of invoices for the purchase of materials, as payment agent, as well as necessary for audit purposes.

13.4. The parties shall cooperate and work together with respect to any mutually agreed additional reports.

13.5. CONTRACTOR agrees that on or before July 30th after the close of any contract year, CONTRACTOR shall furnish financial statements of CONTRACTOR and its parent companies certified by their respective Chief Financial Officers (CFOs), for the most recent fiscal year ending December 31. The certified financial statements shall be forwarded to the COUNTY Administrator and/or Library Contract Administrator or designee.

13.6. CONTRACTOR agrees that at the sole discretion and expense of the COUNTY, COUNTY may on an annual basis request an independent audit of CONTRACTOR'S PERFORMANCE OF THIS Agreement conducted by an auditor selected by COUNTY. CONTRACTOR agrees to cooperate in the audit and CONTRACTOR shall use CONTRACTOR'S best efforts to ensure that the audit is completed timely, with no administrative delays.

14.0 INDEMNIFICATION: CONTRACTOR shall indemnify, and hold harmless the COUNTY, special districts, their respective directors, Board of Commissioners, officers, employees, elected and appointed officials, and agents from any liability whatsoever, including wrongful death, for personal injury or property damage based or asserted upon any act or omission of CONTRACTOR, its employees, SUBCONTRACTORS or agents, connected with the accomplishment of the work or performance of service under this Agreement. As part of the foregoing indemnity, CONTRACTOR agrees to protect and defend at its own expense, including but not limited to, attorney's fees, the COUNTY, special districts, their respective directors, Board of Commissioners, officers, employees, elected and appointed officials, and agents in any legal action based upon any such alleged liability. COUNTY shall provide prompt written notice to CONTRACTOR of any matter asserted by COUNTY to be covered by this Section 14.0.

However, the failure to provide such notice shall not deprive COUNTY of its rights under this Section 14.0 unless the failure to provide such notice, or a delay in providing such notice, has materially prejudiced CONTRACTOR in its ability to act under this Section 14.0.

15.0 CONTRACTOR INSURANCE:

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

15.1. WORKER'S COMPENSATION: If the CONTRACTOR has employees as defined by the State of Oregon, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance as prescribed by the laws of the State of Oregon in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. The policy shall be endorsed to waive subrogation in favor of the COUNTY, if possible.

15.2. GENERAL LIABILITY: General Liability insurance coverage insurance

with a combined single limit, or the equivalent, of not less than \$2,000,000 for each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this contract. Policy shall name the COUNTY, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds but only with respect to the CONTRACTOR'S services to be provided under this Contract.

15.3. VEHICLE LIABILITY: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.

15.4. NOTICE OF CANCELLATION OR CHANGE: There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the CONTRACTOR or its insurer(s) to the COUNTY.

15.5. CERTIFICATES OF INSURANCE. As evidence of the Insurance coverages required by this contract, the CONTRACTOR shall furnish acceptable Insurance certificates prior to commencing work under this contract. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to COUNTY acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the COUNTY. The CONTRACTOR shall be financially responsible for all pertinent deductibles" self-

insured retentions and/or self-insurance.

16.0 COUNTY INSURANCE: The COUNTY shall maintain or cause to be maintained property insurance covering all buildings used as libraries under this Agreement except for those buildings wherein a lease or other agreement specifically provides for others to provide such insurance. In addition, the COUNTY shall provide property insurance for the contents of the buildings, including all books, periodical and other materials contained in the libraries. CONTRACTOR shall advise the COUNTY Administrator and/or the Library Contract Administrator or designee, the COUNTY Risk Manager and any other contact that the COUNTY Administrator and/or the Library Contract Administrator or designee has provided to CONTRACTOR of any loss or damage to property associated with any library immediately after the loss. Subsequent to any loss, CONTRACTOR shall cooperate fully with all request made by the, COUNTY'S Risk Manager or their designees. CONTRACTOR agrees to monitor and protect the property associated with this Agreement in the manner described herein.

17.0 ADMINISTRATION: The COUNTY Administrator and/or the Library Contract Administrator of the COUNTY, or designee, shall administer this Agreement on behalf of the COUNTY.

18.0 SUBCONTRACTS AND ASSIGNMENT: CONTRACTOR shall not enter into any subcontracts for any of the Work required by this Contract or assign or transfer any of its interest in this Contract without COUNTY'S prior written consent. Any proposed use of a SUBCONTRACTOR which is located outside the United States or use of subcontract labor or facilities located outside the United States must be called to the specific attention of COUNTY. COUNTY'S consent to any subcontract, and such consent shall not be unreasonably withheld, shall not relieve CONTRACTOR of any of its duties or obligations under this Contract.

19.0 SUCCESSORS AND ASSIGNS: Neither party shall subcontract, assign or transfer its interest, in whole or in part, in this Contract without the prior express written consent of the other party, and such consent shall not be

unreasonably withheld. In addition to any other provisions, CONTRACTOR shall include in any permitted subcontract under this contract a requirement that the SUBCONTRACTOR be bound to the same provisions herein as if the SUBCONTRACTOR were the CONTRACTOR. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. Consent of COUNTY given to a SUBCONTRACTOR does not relieve the CONTRACTOR of any obligations and responsibilities under this Contract, including CONTRACTOR'S responsibility for any goods and services to be provided by any SUBCONTRACTOR. Any attempted assignment or delegation in derogation of this paragraph shall be void.

20.0 ALTERATION AND/OR AMENDMENT: No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto. Only the COUNTY'S Board of Commissioners or its designee may authorize any alteration or revision of this Agreement on behalf of the COUNTY.

21.0 CONFLICT OF INTEREST: CONTRACTOR shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.

22.0 NOTICES: Notices under this Agreement shall be sent to the parties at the addresses set forth below, or to such other addressees as the parties designate in writing and provide to the other party:

COUNTY
Jackson County Administrator
10 S. Oakdale, Rm 214
Medford, OR 97501
Attn.: Danny Jordan

CONTRACTOR
Library Systems & Services, LLC
12850 Middlebrook Road, Suite 400
Germantown, MD 20874-5244
Attn.: Dean McCausland, President

All correspondence and notices required or contemplated by this Agreement shall be deemed submitted five (5) days after their deposit in the United States mail, certified mail, return receipt requested, postage prepaid.

23.0 REQUIRED AUTHORIZATION TO CONDUCT BUSINESS IN OREGON: CONTRACTOR shall obtain, and shall maintain, any authorization which may be required by the laws of the State of Oregon for CONTRACTOR to operate in the State of Oregon at all times while performing services under this Agreement. CONTRACTOR shall furnish certified copies of any required authorizations to the COUNTY Administrator and/or Library Contract Administrator or designee, prior to the commencement of the term of this Agreement. Failure to obtain any of these which may be required prior to the commencement of the term of the Agreement, or failure to maintain any of these during the term of the Agreement, shall be grounds for immediate suspension, and/or termination of this Agreement, by the COUNTY.

24.0 WAIVER: Any waiver by COUNTY of any breach of any one (1) or more terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same term or of any other term herein.

25.0 OWNERSHIP OF WORK PRODUCT; LICENSE: All reports, finding, data or documents compiled or assembled by CONTRACTOR under this Agreement becomes the property of the COUNTY, and shall be transmitted to COUNTY at the termination of this Agreement. CONTRACTOR may retain copies of any statistical, policy or procedural information produced by CONTRACTOR in performance of this Agreement, excluding any information related to, or capable of identifying, specific library patron(s). All work products of the CONTRACTOR that result solely from CONTRACTOR'S performance under this contract ("the work products") are the exclusive property of the COUNTY. In addition, if any of the work products contain intellectual property of the CONTRACTOR that is not separately licensed for a fee by CONTRACTOR that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, CONTRACTOR hereby grants

COUNTY a royalty-free, fully paid up, nonexclusive license for the term of this Agreement to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part, all such intellectual property solely in connection with COUNTY'S use of such work product during the term of this Agreement.

26.0 GOVERNING LAW; JURISDICTION; VENUE: This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the COUNTY (and/or any other COUNTY or department of the State of Oregon) and the CONTRACTOR that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. CONTRACTOR, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts.

26.1. CONTRACTOR agrees that it will be subject to, and will be in compliance with the provisions of the Oregon Public Records Law for the provision of this Agreement.

27.0 SEVERABILITY: The parties agree that if any term or provision of this contract 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 contract did not contain the particular term or provision held to be invalid.

28.0 COMPLIANCE WITH APPLICABLE LAW: CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work under this contract, including, without limitation, the provisions of ORS 279B.220, 279B.230, and 279B.235, and as well as other statutes as set forth in the attached Attachment

D, Compliance With Applicable Law, which is by this reference made a part hereof. Without limiting the generality of the foregoing, CONTRACTOR expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the .Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations.

29.0 DISALLOWANCE: In the event CONTRACTOR receives payment for services under this Agreement under a grant which are later disallowed for non-conformance with the terms and conditions herein, CONTRACTOR shall promptly refund the disallowed amount to COUNTY on request. COUNTY retains the option to offset the amount disallowed from any payment due to CONTRACTOR under this Agreement, or under any other contract or agreement between CONTRACTOR and COUNTY.

30.0 ENTIRE AGREEMENT: This Agreement, and each of the attachments hereto, constitute the entire Agreement between the parties hereto with respect to the subject matter herein and all prior or contemporaneous Agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing as required herein.

31.0 BANKRUPTCY: Notwithstanding any provision in this Agreement, if at any time there shall be filed by or against CONTRACTOR, in any court, tribunal, administrative agency or any other forum having jurisdiction, pursuant to any applicable law either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver~, trustee or conservator of all or a portion of CONTRACTOR'S property, or if CONTRACTOR makes an assignment for the benefit of creditors, and if any such action is not dismissed after ninety (90) calendar days, this

Agreement may, at the sole discretion of COUNTY, be immediately canceled and terminated by COUNTY. Notice shall be given within ten (10) working days to COUNTY of any filing for bankruptcy, insolvency or for reorganization of a receiver, trustee or conservator, or assignment to creditors.

32.0 PERFORMANCE STANDARD REVIEW: CONTRACTOR agrees that annually, in consultation with the COUNTY Administrator and/or the Library Contract Administrator or designee, a qualitative performance standard review shall be conducted. The scope of the review shall be mutually determined by the parties.

33.0 AUTHORIZATION TO ACCEPT GIFTS, REQUESTS, DONATIONS AND/OR GRANTS:

CONTRACTOR shall accept any gifts, bequests, donations and/or grants, as identified, and authorized by the COUNTY Administrator and/or the Library Contract Administrator or designee, pursuant to the authority as granted by the Board of Commissioners, on behalf of the Jackson County Library Services. It is understood that gifts, bequests and donations made directly to CONTRACTOR may not be tax-deductible to the donor, and that therefore, gifts, bequests and donations will ordinarily be made to COUNTY or Jackson COUNTY Library Foundation and/or the Jackson County Friends of the Library, and applied in accordance with the provisions of this Agreement. CONTRACTOR shall expend any revenue and/or funds contained in such gifts, bequests, donations and/or grants, subject to any restrictions placed on the use of the revenues and/or funds at the time of receipt, by the donor, the Jackson County Library Services, the Jackson County Library Foundation, Friends of the Library and/or the Board of Commissioners.

34.0 EQUIPMENT/FURNITURE:

34.1. COUNTY shall provide the facilities and furniture, and CONTRACTOR shall provide operational equipment and supplies (all as specified in the mutually agreed budget), and shall manage the staff and operate library facilities as necessary to properly provide the Jackson County Library Services at a level consistent with the funding level provided by the COUNTY. Provision for any new automation equipment and telecommunication equipment, including

payments, shall be acquired by mutual consent of the parties. Any additional equipment and supplies specifically provided by the COUNTY for use by CONTRACTOR in the provision of Jackson County Library Services service shall be and shall remain the property of the COUNTY.

34.2. COUNTY shall indemnify, and hold harmless CONTRACTOR, its officers, employees, and agents from any liability for personal injury (including wrongful death) or property damage, arising out of COUNTY'S failure to perform needed facility maintenance, however, this indemnification and hold harmless will only apply if CONTRACTOR has met all obligations stated in Section 34.3 below.

34.3. As a result of carrying out this Agreement, CONTRACTOR becomes the day-to-day custodian of the property associated with the subject libraries of this Agreement. Such property shall include the land upon which the library is located: including but not limited to landscaping, walkways, parking and stairs; the building; including (to the extent observable by CONTRACTOR) but not limited to all building systems such as heating, air conditioning, plumbing, electrical and security, and all contents including but not limited to books, shelves, furniture, computers and all other articles of personal property. As custodian of COUNTY property, CONTRACTOR shall take reasonable actions that would be expected of a reasonably prudent custodian of real and personal property, subject always to the level of staffing by CONTRACTOR and the hours of operation. Such actions will include, but not be limited to, the observation of the property during library operation noting any apparent hazards, damage, needed maintenance and security concerns. Hazards are physical conditions of the premises that could cause physical injury to visitors or staff. CONTRACTOR shall take immediate action, upon discovery, to prevent any hazard(s) from causing damage to others, and such action taken shall be appropriate for the hazard(s) involved up to and including the evacuation and closure of the library until the hazard(s) are corrected. For most hazards discovered, immediate, minor actions can be taken to prevent injury such as, but

not limited to: cordoning off an area, taping a rip in the carpet, posting warning signs or closing off a room. Hazards that come to the attention of the CONTRACTOR should be reported to the COUNTY Administrator and/or the Library Contract Administrator or designee, after CONTRACTOR has taken any immediate, protective action CONTRACTOR deems prudent. If, in the opinion of CONTRACTOR, a reported hazard has not been corrected in a timely manner, the hazard should be reported to the COUNTY Risk Manager. CONTRACTOR shall advise the COUNTY Administrator and/or the Library Contract Administrator or designee, of minor damage and maintenance needs of the property. In the event of serious damage to the property from any cause, including but not limited to fire, CONTRACTOR shall first notify the appropriate emergency services and then notify the COUNTY Administrator and/or the Library Contract Administrator or designee, and COUNTY Risk Management. This Section is NOT intended to be a blanket authorization for the CONTRACTOR to upgrade furniture or fixtures unilaterally, nor is the intent of this clause for the CONTRACTOR to spend funds not approved by the COUNTY Administrator and/or the Library Contract Administrator or designee. CONTRACTOR shall cooperate with and provide claim-related information requested by COUNTY'S insurance company representatives after any loss. CONTRACTOR shall train the manager of each Library as to their duties as required herein and make sure they have the knowledge and training to respond correctly.

34.4. All assets, including capital expenditures with a single unit cost over \$5,000 which are purchased and/or procured by CONTRACTOR for use in the operation of the branches of the Jackson County Library Services pursuant to this Agreement, shall be and shall remain the property of the COUNTY.

34.5. COUNTY shall make available to CONTRACTOR without charge, solely for CONTRACTOR'S use in performing hereunder, all properties, facilities, equipment, collections, supplies, records, files and data used or useful in the operation of the libraries that is in COUNTY'S possession, custody or control as

of the date hereof. COUNTY reserves all ownership rights in such properties and CONTRACTOR shall return such properties to COUNTY, ordinary wear and tear excepted, at the termination or expiration of this Agreement.

34.6. COUNTY shall provide CONTRACTOR with an initial inventory of all equipment and furnishings of the Jackson County Library Services. CONTRACTOR shall thereafter manage the items included in such inventory and update COUNTY on any changes to such inventory.

35.0 COLLECTION DEVELOPMENT:

35.1 Where materials, including books, are required to be purchased by CONTRACTOR for the Jackson County Library Services, pursuant to this Agreement: On an annual basis, CONTRACTOR shall informally seek quotations for general material acquisitions from a minimum of two (2) vendors, shall retain all documents relating to those quotation(s) during the term of this Agreement, and shall make all materials on the quotations, the selection process and criteria, and the final award available to the COUNTY Administrator and/or the Library Contract Administrator or designee, upon request of the COUNTY Administrator and/or the Library Contract Administrator or designee.

35.2 CONTRACTOR agrees that any materials deemed by CONTRACTOR to be ready for weeding out of the collection of the Jackson County Library Services shall not be discarded without the prior approval of the COUNTY Administrator and/or the Library Contract Administrator or designee.

36.0 RECOVERY OF ASSESSMENTS AGAINST COUNTY: In any instance where funds other than those described in Section 4.0 of this Agreement have been forwarded from the COUNTY, and/or are paid directly from any source, to CONTRACTOR for the performance of duties outside the scope of this Agreement, including but not limited to donations for extra staff, extra hours, extra services, and/or special purpose grants, CONTRACTOR agrees that it shall refund to the COUNTY, immediately upon request of the COUNTY Administrator and/or the Library Contract Administrator or designee, any funds which have or have not been applied by

CONTRACTOR to the required out-of-scope special purposes, work or services, that are required to be returned by COUNTY to the requesting entity.

37.0 FOREIGN CONTRACTOR: If the CONTRACTOR is not domiciled in or registered to do business in the State of Oregon, CONTRACTOR shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The CONTRACTOR shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this contract.

38.0 NO THIRD PARTY BENEFICIARIES: County and CONTRACTOR are the only parties to this contract and are the only parties entitled to enforce: its terms. Nothing in this contract 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 contract.

39.0 FORCE MAJEURE: Neither COUNTY nor CONTRACTOR shall be held responsible for delay or default caused by fire, riot, acts of God, war or any other cause beyond a party's reasonable control where such cause was beyond, respectively, COUNTY'S or CONTRACTOR'S reasonable control. CONTRACTOR 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 contract.

40.0 SURVIVAL: The terms, conditions, representations and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

41.0 EXECUTION AND COUNTERPARTS: This contract may be exercised in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

42.0 PRIOR APPROVAL REQUIRED: Approval by the Jackson County Board of

Commissioners or the County Administrator, as evidenced by COUNTY'S execution of this Agreement, is required before any work may begin under this contract.

43.0 CONFIDENTIALITY: CONTRACTOR acknowledges and agrees it is responsible for ensuring compliance with all applicable confidentiality laws, including but not limited to the Health Insurance Portability Accountability Act (HIP AA) and Family Educational Rights and Privacy Act (FERP A).

44.0 MERGER CLAUSE: THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

45.0 CERTIFICATION OF AUTHORITY TO EXECUTE THIS AGREEMENT: CONTRACTOR certifies that the individual signing below has authority to execute this Agreement on behalf of CONTRACTOR, and may legally bind CONTRACTOR to the terms and conditions of this Agreement, and any attachments hereto.

46.0 INFORMATION AND EMPLOYEES.

46.1. Information. In the performance of this Agreement, CONTRACTOR may be exposed to information regarding the identity of COUNTY'S patrons, COUNTY may be exposed to information regarding CONTRACTOR'S proprietary library management techniques, and either party may be exposed to other information designated in writing by the disclosing Party as confidential (collectively, "Confidential Information"). Each party shall: (1) use the same care to protect the other party's Confidential Information from disclosure that such party uses to protect its own information of like importance; (2) limit duplication of Confidential Information to the extent needed to perform this Agreement; and (3) disclose

Confidential Information only to employees having a need to know in connection with performance of this Agreement, and who are informed of the contents of this provision prior to disclosure. This provision shall survive termination or expiration of this Agreement; and, on such termination or expiration, each party shall return all Confidential Information, including all copies, to the owner of such information, and if requested, shall certify in writing that all such information has been returned. Because the damage resulting from a breach of this provision would be difficult or impossible to quantify and remedy at law, in case of such breach, or the threat of such breach, the party whose Confidential Information is threatened to be disclosed shall be entitled to injunctive or other equitable relief.

46.2. Employees. COUNTY shall not actively solicit to hire any employee of CONTRACTOR during the term of this Agreement or for a period of six (6) months after termination or expiration of this Agreement, unless such employee previously was an employee of COUNTY. It is understood that posting a job does not constitute active solicitation.

47.0 Intentionally omitted.

48.0 LIMITATION OF LIABILITY.

In no case shall either party be liable for any damages, losses, costs or expenses under or in connection with this Agreement, whether for breach of contract, tort or otherwise in excess of an amount equal to the lesser of (i) the actual damages suffered by the aggrieved party, or (ii) the charges for the twelve (12) month period (as shown in Attachment A, as it may be amended) in which such damages were allegedly incurred. In no case shall either party be liable for any punitive, exemplary, incidental, consequential, or special damages arising out of or in connection with this Agreement Notwithstanding any other provisions of this Agreement, CONTRACTOR shall have'llo responsibility for any worker's compensation or any other claims for incidents or costs, expenses or losses occurring prior to the date hereof.

49.0 WARRANTY. CONTRACTOR warrants that it will perform hereunder with at least the care, diligence and expertise generally accepted in the library service industry. CONTRACTOR may purchase goods for use in the management and operation of the libraries. Title to all items purchased by CONTRACTOR on behalf of COUNTY shall at all times reside in COUNTY. If CONTRACTOR furnishes any goods to COUNTY, CONTRACTOR will use good faith efforts to extend the manufacturer's warranty, if any, to COUNTY. There are no other warranties, express or implied, including warranties of merchantability or fitness for particular purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executive this ____ day of _____, 2008.

COUNTY

CONTRACTOR

APPROVED:

By: _____

Attachment A

Jackson County, Oregon Agreement for the Administration and Operation of Library Services

A. Statement of Work

LSSI will administer the operations of Customer's library facilities (collectively, "Library"), including the accounting for, purchase of and payment for payroll services and goods and services from vendors for budgeted utilities, supplies, repairs, maintenance, Library Materials (as defined below) and Capital Items (as defined below) sufficient to operate the Library in accordance with the policies and guidelines approved by Customer.

LSSI shall provide, by and through its own employees or independent CONTRACTORS ("LSSI Staff") any labor LSSI deems necessary for the operation of the Library. The cost of the LSSI Staff shall be paid by LSSI and is included in the Operating Budget (as defined below). LSSI shall have the right to hire and/or terminate the employment of the Library Staff from time to time to perform work under this Agreement as set forth in the main body of the agreement. LSSI will provide the appropriate staffing levels to keep the Branch Libraries open to the public at a minimum the number of hours per week indicated on Table A.

In addition, LSSI will develop a long-range plan for Customer in cooperation with Customer, elected and appointed local officials, other community stakeholders and the Library Staff ("Plan"). Using current professional standards and practice, the Plan will identify challenges and opportunities for the Library staff and corresponding strategic responses, including specific, measurable goals and objectives.

This Plan, when approved by Customer, will help govern the direction and focus of the Library Staff in fulfillment of their mission of providing effective and efficient Library service to meet the personal, professional and lifelong learning needs of the citizens served by the Library.

Appendix 1 attached hereto is a copy of LSSI's response dated August 6, 2007 to Customer's request for proposal. Appendix 2 attached hereto is a copy of LSSI's response dated August 20, 2007 to Customer's request for pricing for reduced hours.

B. Scope of Work

1. Governance - Develop and maintain effective working relationships with local staff, elected officials, Library Advisory Board members, other appointed officials and community groups such as the Friends of the Library.

2. Meetings - LSSI's Project Manager or designee will attend all scheduled meetings of the Library Advisory Committee and the Jackson County Library Foundation. LSSI will make appropriate staff available to attend all meetings of the branch libraries Friends Groups or any future county-wide Friends Group.

3. Fiscal Responsibility:

a. Develop and maintain effective and efficient financial procedures.

b. Review all aspects of Library operation and service for efficiency and cost-effectiveness, while making changes as appropriate.

c. Lead preparation of annual operating and capital budget requests.

d. Continue to seek innovative means of adding value to Customer at little or no additional cost, including the procurement of grants.

4. Management and Reporting:

a. Prepare and provide regular reports to Customer, describing Library activities and recommending changes in policies, procedures and operations as necessary and appropriate.

b. Prepare and provide timely statistical reports to the Customer on Library activities.

5. Staff Development and Coaching:

a. Support orientation, training and professional development of all Library Staff.

b. Provide leadership and guidance to maximize Library Staff effectiveness in Library operations.

6. Public Services:

a. Provide prompt, friendly and accurate assistance in the use of the Library.

b. Provide prompt and accurate circulation, information and reference services.

c. Provide requested materials promptly.

7. Collections - Provide high quality materials on a wide variety of subjects in varied formats for all age groups present in the community, according to established collection management plans.

8. Programming - Provide high quality, effective educational, recreational and cultural programs of interest to all age groups present in the community.

9. Information Technology - Develop and implement short and long range plans to procure, install and support sufficient hardware, software, network, telecommunications and other resources necessary to support the Library's mission.

10. Marketing - Effectively disseminate information and promote use of the Library, resources and services.

11. Facilities - Work with Library Staff and local officials to ensure effective building maintenance by promptly identifying and reporting problems with the physical plant.

C. Excluded Services

LSSI shall have no responsibility for administration, purchase or payment of, or any liability or duty to defend claims for:

1. Any goods or services, including payroll, that were rendered to Customer prior to the Effective Date.
2. Unfair labor practices, grievances, or any claims or litigation whatsoever arising out of the hiring and/or firing, layoff, subcontracting, assignment, reassignment or discipline of the Library Staff not employed by LSSI, provided that such claims have not resulted from negligence or wrongful acts of LSSI under federal, state, or municipal law.
3. Any worker's compensation claims arising from injuries sustained prior to the Effective Date from any Library Staff not employed by LSSI at the time of such injuries.
4. Any costs of any voluntary retirement incentives, employee buyouts or other similar programs adopted by Customer.
5. Any Capital Items with single unit cost of over \$5000, which shall mean any capital acquisitions, improvements or replacements of any of the properties, facilities, equipment, furniture, furnishings, fixtures or leasehold improvements of the Library, except that such Capital Items proposed by LSSI for its benefit (i.e. coffee bar, etc.) shall be approved by Customer and paid for by LSSI.
6. Any amount of costs for unbudgeted repairs, maintenance and/or upkeep of Capital Items owned by Customer.

D. Library Materials and Materials Handling Fee

On behalf and for the benefit of Customer, LSSI will negotiate favorable discounts and prices from Library suppliers for the purchase of all Library materials, which shall include books, periodicals, newspapers, microfilms, electronic database subscriptions, standing orders, audio and video materials and cases, automated reference services, binding, cataloging and processing costs and the Materials Handling Fee (as defined below) collectively, "Library Materials"). The responsibility for Library collection development policies will remain with Customer, and all Library Materials selections will be the responsibility of LSSI. LSSI will place orders with the suppliers and perform the accounting functions related to those orders, including prompt payment of the invoices. In accounting for the cost of the Library Materials, LSSI shall include a fee of five percent (5%) of the cost of the Library Materials ordered ("Materials Handling Fee").

E. Operating Budget and Charges

Charges ("Operating Budget")			
Period	Period	Monthly	Library Materials*
October 1, 2007 to June 30, 2008	\$ 2,286,711.00	\$ 254,079.00	\$ 472,500.00
July 1, 2008 to June 30, 2009	\$ 3,140,418.00	\$ 261,701.00	\$ 630,000.00

* Total cost of Library Materials is included in the Operating Budget and shall include the Materials Handling Fee.

The Operating Budget is contingent on other existing contractual terms, obligations and responsibilities remaining the same except as expressly noted herein.

Prior to three (3) months before the end of the last period to which the amount of Charges have been agreed upon, the Parties shall begin to negotiate in good faith the amount of Charges that will apply to the next period. If the Parties have not reached such agreement one (1) month before the end of such period, then the Charges for the next twelve (12) month period, or such fewer number of months remaining until the Expiration Date ("Remaining Months"), shall be equal to the Charge for the last month of such period multiplied by twelve (12) or the number of Remaining Months, whichever is less, plus a CPI cost-of-living escalator.

Table A

Library	New Schedule (Hour/Week) County	Saturday Hours Funded by Donations	Total Hours	FTE's
Applegate	8	4	12	.5
Ashland	24		24	6.0
Butte Falls	8		8	.5
Medford	24		24	9.6
Central Point	24		24	2.75
Eagle Point	24		24	2.75
Gold Hill	16		16	1.0
Jacksonville	16	4	20	1.5
Phoenix	16		16	1.0
Prospect	8		8	.5
Rogue River	24	4	28	3.5
Ruch	8		8	.5
Shady Cove	16		16	1.0
Talent	16		16	1.0
White City	16	6	22	1.5
Admin. Central				10.0
Total	248	18	266	43.60

The parties will negotiate in good faith any shifting of staffing among libraries requested by County.