

LICENSE AGREEMENT
(Use of Property for Elections Drop-box)

THIS LICENSE AGREEMENT ("License Agreement") is entered into by and between the City of McMinnville, by and through the McMinnville Public Library ("Licensor"), and Yamhill County, a political subdivision of the State of Oregon, acting by and through its County Clerk and the Yamhill County Board of Commissioners ("the County" or "Licensee").

RECITALS:

- A. Licensor maintains its McMinnville Public Library campus at 225 NW Adams Street, McMinnville, Oregon. The library campus is located at the corner of Adams and 2nd Streets adjacent to Highway 99W (Adams Street) in the City of McMinnville.
- B. The Yamhill County Clerk conducts elections within Yamhill County. All elections in Oregon are vote-by-mail where ballots are delivered or mailed to the County Clerk's office. The County Clerk desires to offer citizens a convenient depository for vote-by-mail ballots so that voters can avoid the expense of personal or mail delivery of the ballots. Licensor has offered to allow the County Clerk to use its property in the parking lot of the Yamhill Valley campus for location of a vote-by-mail drop-box. This License Agreement is to memorialize the agreement between Licensor and the County. NOW, THEREFORE,

AGREEMENT: In exchange for \$1.00 paid by the County to Licensor and for the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and County agree as follows:

1. Effective Date. This License Agreement is effective as of the last date set forth adjacent to the signatures of the parties below.
2. License. Licensor hereby grants County a personal, non-exclusive License to use its property at the McMinnville Public Library campus, at 225 NW Adams Street, McMinnville, Oregon for placement of a vote-by-mail drop-box ("Drop-Box"). A drawing depicting the authorized location is attached and incorporated as Exhibit "A" ("Licensed Area"). County's License for the use of the Licensed Area shall be restricted to use for a Drop Box permanently mounted on concrete. Licensor shall have no responsibility for security of the Drop-Box or any ballots contained in the Drop-Box. County shall have reasonable access to the Licensed Area and to the Drop-Box at all times during the term of this License Agreement.
3. Expenses. All expenses for set-up, security, maintenance and removal of the Drop-Box shall be borne by County.
4. Indemnity. Subject to Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, County shall defend, indemnify and hold Licensor free and harmless from and against claims which may be asserted against Licensor related to this License Agreement as a result of the negligence or wrongful acts of County, its officers, employees, or agents. Subject to the limits under Oregon law, Licensor shall defend, indemnify and hold County free and harmless from and against claims which may be asserted against County related to this License Agreement as a result of the negligence of wrongful acts of Licensor, its officers, employees, or agents.
5. Condition of Licensed Area. County acknowledges that it has accepted the Licensed Area in its present "AS IS" condition. Upon termination of this License Agreement, County shall return the Licensed Area to the Licensor in the same condition as existed at the commencement of this License Agreement, reasonable wear and tear accepted.
6. Insurance. During the entire term of this License Agreement County shall, at its own expense, maintain a policy or policies of Commercial General Liability (CGL) Insurance, with liability limits of not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate. Such insurance shall be obtained through an insurance company licensed to do business in the State of Oregon. Upon demand, County shall provide a certificate of insurance to Licensor.

7. Governing Law/Amendments; Certification. This License Agreement shall be governed by and construed accordance with the laws of the State of Oregon and may be amended or otherwise modified only by written instrument duly executed by Licensor and County. Licensor and County hereby agree and certify that they have complied with the tax laws of the state of Oregon or any political subdivision of the state of Oregon, including ORS 305.620 and ORS Chapters 316, 317 and 318.

8. Attorneys' Fees. In the event of any action, suite or proceeding, including appeal, is brought for failure to observe any of the terms of this License Agreement, each party shall be solely responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

9. Severability. If any provision of this License Agreement is held invalid or unenforceable, the remainder of the provisions of this License Agreement shall not be affected, but shall continue to remain valid and enforceable to the fullest extent permitted by law.

10. Termination of License Agreement. The License granted to Customer under this License Agreement is perpetual and will continue unless terminated as provided in this paragraph. This License Agreement may be terminated by either party upon 30 days written notice to the other party. Upon termination, County shall remove the Drop-Box and vacate Licensor's property within seven (7) business days.

11. Notice. Any notice required to be given will be in writing and either delivered personally or sent postage prepaid by certified US Mail, return receipt requested, addressed, if to Licensor, to City of McMinnville, ATTN: Jenny Berg, Library Director, 225 NW Adams Street, McMinnville, Oregon 97128; and if to County, ATTN: County Clerk, 414 NE Evans St. McMinnville, OR 97128. Either party may, by written notice, designate a different address for notices.

12. Independent Contractors. Nothing contained in this License Agreement shall be deemed to create a partnership or joint venture between the parties, who shall at all times be independent contractors. Except as expressly provided, neither party shall be, or shall hold itself out to be, the agent of the other party, and under no circumstance shall either party have the authority to bind or commit the other party. Neither party shall be empowered to accept legal process on behalf of the other party.

13. Counterparts. This License Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when executed and delivered, shall together constitute one and the same instrument.

CITY OF MCMINNVILLE
By and Through McMinnville Public Library

By: Jennifer Berg
(signature) Date: 9/29/20
Jennifer Berg
(printed name)
Library Director
(title)

YAMHILL COUNTY, OREGON

Brian Van Bergen
Brian Van Bergen, County Clerk
Date: 9.30.2020
Casey Kulla
Casey Kulla, Chair Board of Commissioners
Date: 9/24/2020

Accepted by Yamhill County
Board of Commissioners on
9/24/2020 by Board Order
20-334