Agreement to Operate Museum, Transfer of 
Building, Assignment of Ground Lease, and Lease of Artifacts

This Agreement entered into this 3rd day of September, 1987 by 
and between Washington County, a political subdivision of the State of Oregon 
(County or Assignor), and the Washington County Historical Society an Oregon 
nonprofit corporation (Society or Assignee), and Portland Community College, 
an ORS Ch. 341 Community College District (College).

Whereas:

1. Washington County operates the Washington County Historical Museum, 
is the owner of the museum building located at 17677 SW Springville Road, 
Portland, Oregon 97229, and is the lessee of the grounds on which said museum 
is located by way of a lease dated June 12, 1979 by and between County and 
Portland Community College. Said lease is attached and by this reference 
incorporated herein as Exhibit "A"; and

2. The Board of County Commissioners, upon applying the County 2000 
program evaluation criteria, determined that an alternative service provider 
is the most appropriate; and

3. The County has previously by Resolution and Order recognized that 
Society has provided "invaluable service and support" and that there is a 
"special integral relationship" between Society and the museum, and therefore, 
County desires to assign to Society its rights and obligations under Exhibit 
"A"; and

4. Whereas Society is willing and able to assume responsibility for 
operating the museum, is familiar with the terms of Exhibit "A" and desires to 
assume the rights and obligations of County thereunder. Now therefore, in 
consideration of the mutual covenants herein, it is agreed:
1. Transfer

A. County hereby transfers and conveys to Society the building, fixtures and all appurtenances thereto known as the Washington County Museum building and located at 17677 SW Springville Road, Portland, Oregon 97229, but if Society ceases to use said premises and building for public museum purposes in accordance with this agreement, County may enter and terminate the interest of Society. This language expressly is intended to provide Society with ownership on a condition subsequent, retaining for County the right of reentry.

B. County hereby assigns, transfers and conveys to Society all of County's interest as lessee in the lease and leased premises as described in Exhibit "A", but if Society ceases to use the premises for museum purposes in accordance with this agreement, County may enter and terminate this assignment. County warrants that said lease is in good standing and that it has not been modified. Society shall have possession of the leased premises as of 12:01 a.m. on the thirty-first day following execution and in no event prior to October 2, 1987.

C. County hereby leases to Society, for a period commensurate with the term of the building lease assigned herein, historical artifacts, currently in the custody of Museum and set forth in Exhibit "B" hereto and the personal property such as office equipment and tools set for in Exhibit "C", title to said property shall remain in County. Said artifacts and property are to be used exclusively for museum purposes as provided herein. If Society ceases to use said items for museum purposes in accordance with this Agreement, County may terminate this lease and all such artifacts and property shall be returned to County. Society shall be responsible for maintaining personal property in serviceable working condition, except for normal wear and
tarn. At such time as Society determines that said equipment should be replaced, Society shall notify County and obtain instructions regarding disposal.

2. **Assumption**
   A. Society hereby agrees to operate the Washington County Historical museum in accordance with the terms set forth herein;
   B. Society hereby accepts the conveyance of the building and assignment of the lease incorporated herein as Exhibit "A" and agrees to fully perform the responsibilities set forth therein and abide by its terms;
   C. Society hereby agrees to lease from County the historical artifacts constituting the museum collection and related personal property and shall manage said property as provided herein.

3. **Standards**
   A. Society shall use the premises for operation of a museum as a public service available to all the residents of Washington County in accordance with the following goals:
      1. Preserve and interpret the historical and cultural heritage of Washington County;
      2. Maintain and exhibit various museum collections;
      3. Provide historical and cultural educational programs for the County's population;
      4. Maintain and develop research facilities;
      5. Maintain County historical archives.
   B. Society shall have the authority to adopt reasonable rules and regulations to achieve these goals. Until such time as Society adopts such rules, the policies set forth in Exhibit "D" hereto shall govern. Society shall supply the Board of County Commissioners with a copy of proposed rules
at least 14 days prior to adoption of these rules to allow an opportunity for comment. It shall, at a minimum, open the museum to public during the hours of 9:00 a.m. to 4:30 p.m. Monday through Friday, excluding legal holidays.

C. Society shall employ due diligence in preserving and maintaining all artifacts in accordance with generally accepted museum/archival standards. It shall not suffer or permit any waste of said items. Society shall adopt rules and procedures to effectuate this paragraph. Such rules shall include provisions for safeguarding artifacts on loan from the museum or displayed off premises. Such rules shall be subject to approval by County. Society annually shall provide County with an evaluation of the artifacts collection for use by County to evaluate its insurance coverage. In addition, Society monthly shall provide County with a schedule of the next month's off premises displays and artifact loans so that County may inform its insurance carrier.

4. **After-acquired Artifacts**

Society shall act as receiving agent for County for the donation by the public of historical artifacts. Unless expressly stated otherwise in writing by the donor, all artifacts shall be presumed to have been donated to County and title shall rest with County, but said items shall be deemed leased to Society as provided herein. Society, on a timely basis, shall provide County information on such donations so County may arrange insurance coverage.

5. **Insurance**

A. Society shall be responsible for maintaining insurance on the premises as provided for in Section 9.A of Exhibit "A";

B. Notwithstanding Section 9.B of Exhibit "A", Society shall maintain personal injury liability insurance in an amount not less than that provided in the Oregon Tort Claims Act.

C. The insurance required by paragraphs A and B shall name
Washington County as an additional insured and provide that the policy shall not be cancelled or terminated without 60 days written notice to County. A certificate evidencing such insurance shall be placed on file with County. The requirement that County be a named insured may be waived by County only if it is determined that said insurance is not available.

D. County shall be responsible for maintaining, at County cost, fine arts insurance on all artifacts for which the County has retained title. Such insurance shall not cover artifacts on loan to Society by third parties. Society shall be responsible for arranging protection of such items. County may self-insure as its option.

6. Employees

In conjunction with this agreement, County will eliminate the positions of Museum Administrator (279) and Curator of Collections (277). Society agrees to staff museum with a professional curator. Society shall comply fully with the terms of ORS 236.610 - 236.650 in effectuating this transfer.

7. Records

A. Society shall continue to operate museum as the depository of records which have continuing local historical value as provided in the applicable rules and regulations of the State Archivist (OAR Ch. 166, Div. 30) and shall fully comply with said provisions.

B. It is recognized by the parties that the existing records of Museum, including collection materials, are public records as provided in ORS Ch. 192. Society agrees to comply with ORS Ch. 192. Society shall not sell or otherwise dispose of such records except by lawful destruction or by returning them to County. County shall be provided 30 days written notice of the intent of Society to destroy such records.
8. Payment

In consideration of Society assuming the lease set forth in Exhibit "A" and the duties contained herein, County agrees to pay to Society the sums as set forth in Exhibit "E" hereto.

9. Nonappropriation

In the event the Board of County Commissioners reduces, changes or eliminates funding for the services provided by Society as set forth in Paragraph 8, Society agrees to abide by said decision.

10. Cultural Resource Management Grant

The State Historic Preservation Office grant received by Museum to assist in the County LCDC Goal 5 compliance program shall be completed by County. Society shall have no responsibility for said program.

11. Oregon Revised Statutes

All requirements of the Oregon Revised Statues Nos. 279.310 through 279.430, Public Contracting, as applicable are incorporated herein by reference. Society shall not permit or suffer any lien or claim to be filed on any artifacts or personal property owned by County, on account of any labor or material furnished.

12. Nondiscrimination

No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by the County.

13. Subcontracting or Assignment

No portion of nor any interest in this agreement may be
subcontracted, sublet or assigned to any person without the express written consent of County.

14. Notice and Designee

A. All notices required pursuant to this agreement shall be in writing and mailed or personally delivered to:

Office of County Administrator
Washington County
150 N. First Avenue
Hillsboro, OR 97124

Washington County Historical Society
17677 SW Springville Road
Portland, OR 97229

B. Each party annually shall notify the other of a name of a contact person for the coming year. Unless otherwise evident, the contact person shall be presumed to have authority to bind that party.

15. Amendment or Termination

A. This Agreement may be amended by mutual written consent of the parties.

B. The lease and assignment portions of this agreement may be terminated as follows:

1. Mutual written consent;

2. Upon 180 days written notice by either party;

3. By either party for breach of a material term of this agreement. Material terms include, but are not limited to failure of Society to maintain museum open to the public on a reasonable basis and to care properly for all artifacts belonging to County. Termination for breach shall be effective not less than 14 days after written notice;

4. Upon termination under 1 or 2 above, the parties agree to negotiate and perform in good faith a reasonable and orderly winding down and transfer.
16. County Right to Cure, Right to Exercise Option

A. Any notice of default given by College to Society also shall be provided to County. In addition to the time granted assignee for cure in Exhibit "A", County shall have 10 additional days to cure any default.

B. If Society does not exercise the option provided for in Section 13 of Exhibit "A", County shall have the right to exercise said option on or before January 15, 2029. In such event, this assignment and lease (artifacts and personal property) shall be deemed terminated.

17. Effective Date

The effective date of this transfer shall be 12:01 a.m. on the thirty-first day after the date set forth below, in no event prior to October 2, 1987.

18. Whole Agreement

This Agreement is the complete and exclusive statement of the Agreement between the parties relevant to the purpose described above and supercedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Agreement. No modification of this Agreement will be binding on either party except as a written addendum signed by an authorized agent of both parties.

For Washington County Historical Society

Chair, Washington County Board of
County Commissioners

APPROVED
WASHINGTON COUNTY
BOARD OF COMMISSIONERS

MINUTE ORDER # 93-216

DATE: 1/28/1983

BY: Clerk of the Board

* PCC is a signatory and party only as regards those provisions directly relating to the assignment of the ground lease. This agreement is executed by PCC solely for the purpose of consenting to assignment of ground lease and to the giving of notice pursuant to Section 16.

For Portland Community College*
Washington County - Washington County Historical Society

Agreement

PAYMENT

Fiscal Year 1987-88 (July 1, 1987 - June 30, 1988)

County will pay to Society a prorated share of $59,486 based on Society's percentage share of the 1987-88 fiscal year that they operate the museum.

Fiscal Year 1988-89 (July 1, 1988 - June 30, 1989)

County will pay to Society $60,883.

Fiscal Year 1989-90 (July 1, 1989 - June 30, 1990)

County will pay to Society $50,936.

Fiscal Year 1990-91 (July 1, 1990 - June 30, 1991)

County will pay to Society $40,989.

Fiscal Year 1991-92 (July 1, 1991 - June 30, 1992)

County will pay to Society a base amount to fund the costs related to the maintenance of the museum's artifact collection. These costs are:

- Curator of Collection - Personal Services $22,945
- Intern Assistance 3,200
- Materials and Supplies 3,000
- Janitorial, Heating, and Other Utilities 1,900

Total $31,045

It is understood by County and Society the base amount is the sum of $31,045 plus a percentage increase applied to the Curator's Personal Services, i.e., $22,945. The percentage increase is the same percentage increase granted by the County Board of Commissioners to its unrepresented employees for each respective fiscal year beginning in 1987-88.

Fiscal Year 1992-93 (July 1, 1992 - June 30, 1993) and Any Subsequent Fiscal Year While This Agreement is in Force

County will pay to Society the sum that is derived from using the calculations described in Fiscal Year 1991-92.

Payments will be made by County at the Beginning of each quarter (July 1, October 1, January 1, March 1), except for the first payment under this agreement. The first payment will be made upon the effective date of this contract.

The Society will submit an annual budget request to the County Administrator's Office that delineates for what purposes Society will expend the subsequent year's funding approved in this contract. At its option, Society may request additional funds that exceed the base level.
ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE is attached to and made a part of that certain Lease dated July 1, 1979 (the “Lease”) between Portland Community College District ("College"), and Washington County ("County").

RECITALS

A. College and County entered into the Lease in order to lease a portion of College's property located in Washington County, Oregon to County.

B. By Agreement to Operate Museum, Transfer of Building, Assignment of Ground Lease, and Lease of Artifacts dated September 8, 1987, County assigned its interest as the lessee under the Lease to the Washington County Historical Society, an Oregon nonprofit corporation ("Society").

C. All capitalized terms not defined herein shall have the meanings set forth in the Lease.

AGREEMENT

NOW THEREFORE, College, County, and Society agree and affirm that Exhibit I attached hereto is Exhibit B to the Lease, and legally describes the premises leased to County and Society.

All other terms and conditions of the Lease remain unmodified and in full force and effect.

DATED this 19th day of February, 2004.

PORTLAND COMMUNITY COLLEGE
DISTRICT

By: [Signature]

Its: Vice President

WASHINGTON COUNTY

By: [Signature]

Its: Sr. Deputy County Admin.

WASHINGTON COUNTY HISTORICAL
SOCIETY

By: [Signature]

Its: Exec. Dir.

Its: Pres.
LEGAL DESCRIPTION
LEASE AREA

A tract of land located in the southwest one-quarter of Section 18, Township 1 North, Range 1 West, Willamette Meridian, Washington County, Oregon, more particularly described as follows:

Beginning at a point lying N 08°28'54" W, 1048.67 feet from a 2 inch brass disk in a monument box at the South ½ corner of said Section 18 as remonumented in U.S.B.T. Book 4, Page 527, Washington County Survey Records, and as shown in Survey No. 14, 109, Washington County Survey Records; thence N 28°54'17" W, 185.57 feet; thence N 66°02'13" E, 111.24 feet; thence N 55°09'28" E, 190.99 feet; thence S 17°50'45" E, 225.02 feet; thence S 66°39'30" W, 258.85 feet to the Point of Beginning.

Contains 1.26 acres, more or less.

This legal description along with the basis of bearings thereof is based upon Survey No. 14, 109, Washington County Survey Records.
EXHIBIT A
(SHEET 2 OF 2)
WASHINGTON COUNTY MUSEUM
PORTLAND COMMUNITY COLLEGE
ROCK CREEK CAMPUS
LOCATED IN THE
SW 1/4 OF SECTION 18, T16N, R1W, WM,
WASHINGTON COUNTY, OREGON
JANUARY 27, 2004

SCALE:
1" = 60'

WASHINGTON COUNTY MUSEUM
17377 NW SPRINGFIELD RD.

FROM 2" STA. BRASS DISK
IN MONUMENT BOX IN
CENTERLINE OF NW SPRINGVILLE RD
AT THE S 1/4 COR. SEC 18/16
T16N, R1W, WM (8T BK 6, PO 829)
(SEE SN 14,103)

PREPARED BY:
G & L LAND SURVEYING, INC.
8111 S.W. NIMMONS AVENUE
BEAVERTON, OREGON 97008
PHONE: 503.641.1308
FAX: 503.671.0877
JOB: 2743

TOTAL: F.03
ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE is attached to and made a part of that certain Lease dated July 1, 1979 (the “Lease”) between Portland Community College District (“College”), and Washington County (“County”)

RECITALS

A. College and County entered into the Lease in order to lease a portion of College’s property located in Washington County, Oregon to County.

B. By Agreement to Operate Museum, Transfer of Building, Assignment of Ground Lease, and Lease of Artifacts dated September 8, 1987, County assigned its interest as lessee under the Lease to the Washington County Historical Society, an Oregon nonprofit corporation (“Society”)

C. An Addendum to the Lease and Exhibit B was put in place February 19, 2004. This document legally described the premises leased to the County and Society.

D. In 2003 Society asked College and received permission to lease additional land to expand Museum facility.

E. All capitalized terms not defined herein shall have the meanings set forth in the Lease.

AGREEMENT

NOW THEREFORE, College, County and Society agree and affirm that attached hereto is Exhibit B to the Lease, and legally describes the increased premises leased to County and Society.

All other terms and conditions of the Lease remain unmodified and in full force and effect.

DATED this 23rd day of October, 2007

PORTLAND COMMUNITY COLLEGE DISTRICT
By: 
Its: CONTRACTS ADMINISTRATION

WASHINGTON COUNTY
By: 
Its: Assl. County Administrator

WASHINGTON COUNTY HISTORICAL SOCIETY
By: 
Its: Gary Imbrie, President, Board of Directors

By: 
Its: Mark Granlund, Executive Director
A tract of land located in the southwest one-quarter of Section 18, Township 1 North, Range 1 West of the Willamette Meridian, Washington County, Oregon, said tract being more particularly described as follows:

Commencing at a point which is westerly, 70.00 feet from the west line of the Archibald Bull Donation Land Claim No. 50, measured perpendicular thereto, and northerly, 100.00 feet from the north right-of-way line of N.W. Springville Road, measured perpendicular thereto, said north right-of-way line being 45.00 feet from the centerline thereof, said point of commencement also bearing North 02°20'27" East, 506.51 feet and North 88°05'09" West, 70.00 feet from the southwest corner of said Donation Land Claim No. 50;

Thence, North 02°20'27" East, 708.79 feet;
Thence, North 88°02'56" West, 238.51 feet;
Thence, North 01°57'04" East, 428.00 feet;
Thence, North 88°02'56" West, 250.29 feet;
Thence, North 01°57'04" East, 245.04 feet;
Thence, North 88°05'09" West, 473.82 feet;
Thence, South 33°04'17" West, 62.85 feet;
Thence, South 38°30'24" West, 28.58 feet;
Thence, South 44°04'18" West, 113.39 feet, to the true point of beginning;
Thence, South 46°47'16" West, 48.90 feet;
Thence, South 55°08'44" West, 154.66 feet;
Thence, South 65°51'45" West, 122.21 feet to a point of curvature;
Thence, along the arc of a 170.00 foot radius curve, concave westerly, the central angle of which is 36°44'27", the long chord of which bears South 05°12'35" East, a distance of 107.15 feet, an arc distance of 109.01 feet;
Thence, South 74°03'16" East, 3.93 feet;
Thence, South 30°53'38" East, 56.66 feet to a point of non-tangent curvature with a radial bearing of South 33°07'33" West;

Thence, along the arc of a 621.00 foot radius curve, concave southwesterly, the central angle of which is 02°41'05", the long chord of which bears South 55°32'25" East, a distance of 29.10 feet, an arc distance of 29.10 feet;

Thence, South 54°11'52" East, non-tangent to the last described course, 86.92 feet to a point of non-tangent curvature, with a radial bearing of South 35°47'59" West;

Thence, along the arc of a 221.00 foot radius curve, concave southwesterly, the central angle of which is 02°16'05", the long chord of which bears South 53°03'50" East, a distance of 8.75 feet, an arc distance of 8.75 feet;

Thence, South 88°02'44" East, non-tangent to the last described course, 12.88 feet;

Thence, South 01°57'16" West, 10.88 feet;

Thence, South 88°02'41" East, 208.03 feet;

Thence, North 01°57'04" East, 242.63 feet;

Thence, North 29°10'29" West, 202.42 feet, back to the true point of beginning.
EXHIBIT MAP

LEGAL DESCRIPTION

LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 WEST, W.M.
WASHINGTON COUNTY, OREGON

MAY 24, 2007

SCALE: 1" = 100'

PROFESSIONAL LAND SURVEYOR

OREGON JUNE 18, 1994
MARK A. LIGHTENTHALER

RENEWAL: 12-31-08

G & L LAND SURVEYING, INC
9255 SW NIMBUS AVE.
BEAVERTON, OREGON 97008
P: (503) 641-0308
F: (503) 671-0877

CURVE TABLE

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