

RESOLUTION NO. 2018-72

**RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE
MODIFICATIONS TO THE OPERATION AGREEMENT BETWEEN
CITY OF FOREST GROVE AND FOREST GROVE SENIOR
AND COMMUNITY CENTER**

WHEREAS, the City of Forest Grove (City) and the Forest Grove Senior and Community Center (FGSCC) have an existing Operation Agreement for occupancy of city-owned property, located at 2037 Douglas Street, Washington County Tax Lot No. 1S-3-06AB-02600, which was last modified on April 11, 2010; and

WHEREAS, changes to the existing operation agreement are desired by both parties; and

WHEREAS, representatives of the City and FGSCC Board of Directors have met in recent months and have reached consensus on certain modifications to the Operation Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1: The City Council of the City of Forest Grove hereby approves the modifications to the Operation Agreement (attached as Exhibit A) between the City of Forest Grove and the FGSCC.

Section 2: The City Manager is hereby authorized to execute the Agreement (attached as Exhibit A) on behalf of the City of Forest Grove.

Section 3: This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 17th day of July, 2018.



Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 17th day of July, 2018.



Peter B. Truax, Mayor

AGREEMENT FOR OPERATION OF FOREST GROVE SENIOR CENTER

DATE: March 29, 2010.
Updated August 13, 2018.

PARTIES: CITY OF FOREST GROVE, Oregon, a municipal corporation, ("Owner")
and
FOREST GROVE SENIOR AND COMMUNITY CENTER, INC., an
Oregon nonprofit corporation, ("Operator")

THE PARTIES AGREE:

Section 1. Exclusive License. Owner grants to Operator an exclusive license to operate the Forest Grove Senior and Community Center, located at 2037 Douglas Street, Washington County Tax Lot No. 1S-3-06AB-02600, for the term stated in this Agreement and subject to the conditions of this Agreement.

Section 2. Term of Occupancy. The term of this Agreement shall commence on the above date and shall continue for twelve (12) months.

Section 3. Renewal of Occupancy. Agreement shall be automatically renewed for successive twelve-month (12) terms unless written notice is given by either party to the other at least sixty (60) days prior to the annual anniversary date. Such written notice must be approved by the governing body of the party. This Agreement may also be reopened by written notice of the Signatories to this Agreement; however, any change to the Agreement is subject to the approval of the governing body of the parties. The Agreement may be opened for good cause as determined by an affirmative vote of at least five (5) members of the Forest Grove City Council.

Section 4. Reports. Operator shall make written reports to City Manager regarding the operation of the Senior Center on a monthly basis.

Section 5. Obligations of Operator. Operator shall be obligated to pay or provide the following during the terms of this Agreement:

- A. All taxes upon Operator's personal property on the premises, including fixtures;
- B. All charges for natural gas used by Operator in the premises;
- C. All exterior grounds and landscaping maintenance and care, building interior cleaning and maintenance, and all supplies necessary for day to day maintenance.
- D. All amounts which Operator is required to reimburse Owner for expenses incurred by Owner in discharging Operator's obligations, if any;
- E. All other amounts which Operator is required to pay by any other provisions of this Agreement;
- F. Any interior redecorating;

- G. Any repairs necessitated by the negligence of Operator, Operator's agents, employees and invitees, except where the loss or damage could have been covered by a standard fire insurance policy with an extended coverage endorsement;
- H. Any repairs or alterations required under Operator's obligation to comply with laws and regulations as set forth in subsection A of the section of this Agreement entitled USE OF PREMISES;
- I. All other repairs to the premises which Owner is not specifically obligated to make. Owner shall have the right to inspect the premises at any reasonable time to determine the necessity of repair.
- J. Compliance with all Federal, State, and local laws regarding operations of a non-profit organization;
- K. Updated bylaws for review and acceptance by Owner.

Section 6. Obligation of Owner. The following shall be the obligation of Owner:

- A. Structural repairs and maintenance and repairs necessitated by structural disrepair or defect;
- B. Repair and maintenance, including painting, of the exterior walls and roof and exterior water, sewage, gas and electrical services up to the point of entry to the premises. This shall not include maintenance of the operating condition of doors and windows or replacement of glass unless maintenance or replacement of these items is necessitated by vandalism;
- C. All charges for heat, power, water, sewage, excepting natural gas, used by Operator in the premises;
- E. Repair of interior walls, ceilings, doors, windows floors and floor coverings when such repairs are made necessary because of faulty construction or failure of Owner to keep the structure in proper repair;
- E. Repair of the heating and air conditioning system other than ordinary maintenance;
- F. All repairs or restoration made necessary by fire or other peril which could be covered by a standard fire insurance policy with an extended coverage endorsement or by reason of war, or by earthquake or other natural casualty, vandalism, malicious mischief and all other risks covered by Owner's property insurance in force at the time of loss.
- G. Appointment of a City Council Liaison to work with Operator, attend Board meetings, and report back to City Council.
- H. Appointment of the City's Facilities Maintenance Supervisor to act as a staff liaison and single point of contact for maintenance and repair issues. Requests for repairs must be made by the FGSCC Executive Director or President and should be done verbally and/or in writing. Requests will be answered verbally or in writing within 24 hours.
- I. Ordinary maintenance of the heating and air conditioning system;

Section 7. Use of Premises. The parties understand that the primary purpose for the construction of the Forest Grove Senior and Community Center was to provide a

physical facility for the providing of services to senior citizens of the community. In addition, all citizens of Forest Grove may use or lease facility with approval of Operator's Board of Directors. In connection with the use of the premises, Operator shall:

- A. Conform to all applicable laws and regulations of any public authority affecting the use of premises and correct, at Operator's expense, any failure of compliance created through Operator's fault or by reason of Operator's use. Operator shall not otherwise be required to make expenditures to comply with any laws or regulations, and in no event shall Operator be required to make any structural changes to effect such compliance;
- B. Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate or would prevent Owner from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Owner to obtain reduced premium rates for long-life fire insurance policies, unless the Operator pays the additional cost of insurance;
- C. Refrain from any use which would be reasonably offensive to Owner, other tenants or owners or users of adjoining premises or which would tend to create a nuisance or damage the reputation of the premises.

Section 8. Alterations. Operator shall make no improvements or alterations on the premises of any kind without the prior consent in writing of Owner, which consent shall not be unreasonable withheld.

All improvements and alterations performed on the premises by either Owner or Operator shall be the property of Owner when installed unless the applicable Owner's consent or worksheets specifically provide otherwise.

Section 9. Damage and Destruction. If the premises are partially damaged or destroyed, the property shall be repaired as follows:

- A. If the damage is caused by a risk which would be covered by a standard fire insurance policy with an endorsement for extended coverage, repair shall be at the expense of Owner whether or not the damage occurred as the result of fault on the part of Operator;
- B. If the damage occurred from a risk which would not be covered by insurance of the kind described in A above repairs shall be at the expense of Owner unless the damage was the result of the fault of Operator, in which case Operator shall have the obligation to repair;
- C. In any event, repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of the party responsible.

Section 10. Liability to Third Persons. Except with respect to activities for which Owner is responsible, Operator shall pay as due all claims for work done on and for

services rendered or materials furnished to the premises and shall keep the premises free from any liens.

Operator shall indemnify and defend Owner from any claim loss or liability arising out of or related to any activity of operator on the premises. Operator's duty to indemnify shall not apply to or prevent any claim by Operator against Owner for injury or damage to Operator or Operator's property for which Owner may be liable.

During the term of this Agreement, Operator shall procure and thereafter during the term of this Agreement shall continue to carry the following insurance at Operator's cost with Owner named as an additional insured:

Public liability and property damage insurance in a responsible company with a combined single limit of not less than \$500,000.00. Certificates evidencing such insurance and bearing endorsements require ten (10) days' written notice to Owner prior to any change or cancellation shall be maintained.

Section 11. Insurance. Owner shall keep the premises insured at its full insurable value at Owner's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Such insurance shall not insure Operator's separate property on the premises against such risks.

The parties shall obtain, from their respective insurance carriers, waivers of subrogation against the other party, its agents, employees and, as to Operator, its invitees. Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement if such insurance was obtainable at the time of such loss or damage. The party benefiting from a waiver of subrogation clause in an insurance policy shall pay any additional premium required to obtain such a clause within ten (10) days after being notified by the other party of such additional cost unless the benefiting party can obtain such insurance without - the additional cost from another insurance carrier satisfactory to the first party.

Section 12. Assignment and Sublease. No part of the premises may be assigned or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means by Operator without the prior written consent of Owner.

Operator shall have the right to make the premises available to third persons or organizations and shall have the right to retain *all* fees and charges resulting from the use of the premises by third persons or organizations.

Section 13. Termination. This Agreement shall terminate at the end of the initial term or such additional terms as may be agreed upon between the parties or upon termination by one of the parties under the Section 3 of this Agreement entitled Renewal of Occupancy.

This Agreement shall terminate earlier if at any time Operator 'breaches any of the terms of this Agreement. Such breach shall be specified by Owner to Operator in writing and Operator shall have sixty (60) days within which to cure such breach or such period of time as may be agreed upon by Owner in writing. If the breach has not been remedied within the time specified in this Section, notice of termination may be given by Owner to Operator in writing at any time after the date upon which such breach should have been remedied. The notice of termination shall specify a date by which Operator shall surrender the premises which date shall not be sooner than ten (10) days from the date of notice of termination.

Operator shall have the same right to terminate this Agreement upon a breach of this Agreement by Owner in the same manner and subject to the same conditions as are set forth in the immediately preceding paragraph.

Section 14. Surrender at Expiration.

14.1 Condition of Premises. Upon expiration of the term or earlier termination on account of default, Operator shall deliver all keys to Owner and surrender the leased premises in first-class condition and broom clean. Alterations constructed with permission from Owner shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the premises were let need not be restored but all repairs for which Operator is responsible shall be completed to the latest practical date prior to such surrender. Operator's obligations under this Section shall be subordinate to Section 9 of this Agreement entitled Damage and Destruction.

14.2 Fixtures.

14.2.1 All fixtures placed upon the premises during the term of this Agreement, other than Operator's trade fixtures shall, at Owner's option, become the property of Owner. Movable furniture, decorations, floor coverings other than hard surface bonded or adhesively fixed flooring, curtains, blinds, furnishings and trade fixtures shall remain the property of Operator if placed on the premises by Operator.

14.2.2 If Owner so elects, operator shall remove any or all fixtures which would otherwise remain the property of Owner, and shall repair any physical damage resulting from the removal. If Operator fails to remove such fixtures, Owner may do so and charge the cost to Operator with interest at nine percent (9%) per annum from the date of expenditure. Operator shall remove all furnishings, furniture and trade fixtures which remain the property of Operator. If Operator fails to do so, this shall be an abandonment of the property, and Owner may retain the property and all rights of Operator with respect to it shall cease or, by notice *in* writing given to Operator within twenty (20) days after removal was required, Owner may elect to hold Operator to its obligation of removal. If Owner elects to require Operator to remove, Owner may effect a removal and place the property in public storage for Operator's account. Operator shall be liable to Owner for

the cost of removal, transportation to storage, and storage, with interest at nine percent (9%) per annum on all such expenses from the date of expenditure by Owner.

14.2.3 The time for removal of any property or fixtures which operator is required to remove from the premises upon termination shall be as follows:

- A. On or before the date the Agreement terminates because of expiration of the original or a renewal term or because of default;
- B. Within thirty (30) days after notice from Owner requiring such removal where the property to be removed is a fixture which Operator is not required to remove except after such notice by Owner, and such date would fall after the date on which Operator would be required to remove other property.

Section 15. Miscellaneous.

15.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

15.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees both on trial and appeal, if any.

15.3 Succession. Subject to the above-stated limitations on transfer of Operator's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successor and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate on the day and year first above written.

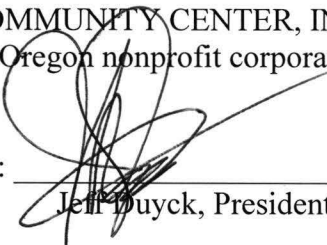
OWNER:

CITY OF FOREST GROVE, Oregon,
a municipal corporation

By:  2/19/18
Jesse VanderZanden, City Manager

OPERATOR:

FOREST GROVE SENIOR AND
COMMUNITY CENTER, INC.
an Oregon nonprofit corporation

By: 
Jeff Duyck, President



A place where families and businesses thrive.

<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	<u>8.</u>
MEETING DATE:	<u>7/17/18</u>
FINAL ACTION:	<u>Repeal 2018-72</u>

CITY COUNCIL STAFF REPORT

TO: City Council

FROM: Jesse VanderZanden, City Manager

MEETING DATE: July 17, 2018

PROJECT TEAM: Paul Downey, Administrative Services Director

SUBJECT TITLE: Resolution: City of Forest Grove and FGSCC Operation Agreement

ACTION REQUESTED:

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Ordinance	Order	X	Resolution	Motion	Informational

X all that apply

ISSUE STATEMENT: On May 14, the City Council approved a motion to reopen the Operating Agreement between the Forest Grove Senior and Community Center (FGSCC), a 501c3 Oregon non-profit, and the City of Forest Grove, for the purposes of clarifying maintenance obligations, utility funding, and the process for mutually changing the Agreement in the future.

City Staff met with the President and Executive Director of the FGSCC on two occasions to discuss revisions to the Agreement. The revisions to the Agreement are outlined in the attachments and include the following:

- In an effort to streamline potential future revisions, the Agreement may be reopened for negotiation by the Signatories to the Agreement instead of requiring a vote by each body. However, any changes to the Agreement as negotiated by the Signatories must be approved by a vote of both governing bodies.
- In accordance with the FY 18-19 Budget, payment for utility expenses, with the exception of natural gas, will become the obligation of the Owner, not the Operator.
- To help improve response time and communications, the City proposed appointing the City's Facilities Maintenance Supervisor as a staff liaison and single point of contact for all maintenance issues. The Agreement also requires requests for repairs to be made by the FGSCC Executive Director or President and notes all requests will be responded to within 24 hours.
- Last, to better reflect current practice, the ordinary maintenance of the heating and air conditioning system is proposed to be the responsibility of the Owner, not the Operator.

RECOMMENDATION: The FGSCC Board of Directors has reviewed and supports the changes. Staff recommends the Council approve the attached Resolution and instruct the City Manager to finalize and sign the Operation Agreement.

ATTACHMENTS:

- A. Resolution authorizing staff to execute and sign the revised Operation Agreement
- B. Draft MARK UP version of the Operation Agreement (shows proposed changes)
- C. Final Operation Agreement (accepts all changes)

AGREEMENT FOR OPERATION OF FOREST GROVE SENIOR CENTER

DATE: March 29, 2010.
Updated August 13, 2018.

PARTIES: CITY OF FOREST GROVE, Oregon, a municipal corporation, ("Owner")

and

FOREST GROVE SENIOR AND COMMUNITY CENTER, INC., an
Oregon nonprofit corporation, ("Operator")

THE PARTIES AGREE:

Section 1. Exclusive License. Owner grants to Operator an exclusive license to operate the Forest Grove Senior and Community Center, located at 2037 Douglas Street, Washington County Tax Lot No. 1S-3-06AB-02600, for the term stated in this Agreement and subject to the conditions of this Agreement.

Section 2. Term of Occupancy. The term of this Agreement shall commence on the above date and shall continue for twelve (12) months.

Section 3. Renewal of Occupancy. Agreement shall be automatically renewed for successive twelve-month (12) terms unless written notice is given by either party to the other at least sixty (60) days prior to the annual anniversary date. **Such written notice must be approved by the governing body of the party.** This Agreement may also be reopened **by written notice of the Signatories to this Agreement, however, any change to the Agreement is subject to the approval of the governing body of the parties. The Agreement may be opened** ~~provided~~ for good cause as determined by an affirmative vote of at least five (5) members of the Forest Grove City Council.

Section 4. Reports. Operator shall make written reports to City Manager regarding the operation of the Senior Center on a monthly basis.

Section 5. Obligations of Operator. Operator shall be obligated to pay or provide the following during the terms of this Agreement:

- A. All taxes upon Operator's personal property on the premises, including fixtures;
- B. All charges for **natural gas** ~~heat, power, water, sewage and other services or utilities~~ used by Operator in the premises;
- C. All exterior grounds and landscaping maintenance and care, building interior cleaning and maintenance, and all supplies necessary for **those operations day to day maintenance.**
- D. All amounts which Operator is required to reimburse Owner for expenses incurred by Owner in discharging Operator's obligations, if any;

- E. All other amounts which Operator is required to pay by any other provisions of this Agreement;
- F. Any interior redecorating;
- G. Any repairs necessitated by the negligence of Operator, Operator's agents, employees and invitees, except where the loss or damage could have been covered by a standard fire insurance policy with an extended coverage endorsement;
- ~~H. Ordinary maintenance of the heating and air conditioning system;~~
- H.** Any repairs or alterations required under Operator's obligation to comply with laws and regulations as set forth in subsection A of the section of this Agreement entitled USE OF PREMISES;
- J.** All other repairs to the premises which Owner is not specifically obligated to make. Owner shall have the right to inspect the premises at any reasonable time to determine the necessity of repair.
- ~~K.~~ Compliance with all Federal, State, and local laws regarding operations of a non-profit organization;
- ~~L.~~ Updated bylaws for review and acceptance by Owner.

Section 6. Obligation of Owner. The following shall be the obligation of Owner:

- A. Structural repairs and maintenance and repairs necessitated by structural disrepair or defect;
- B. Repair and maintenance, including painting, of the exterior walls and roof and exterior water, sewage, gas and electrical services up to the point of entry to the premises. This shall not include maintenance of the operating condition of doors and windows or replacement of glass unless maintenance or replacement of these items is necessitated by vandalism;
- C All charges for heat, power, water, sewage and other services or utilities, excepting natural gas, used by Operator in the premises;**
- E. Repair of interior walls, ceilings, doors, windows floors and floor coverings when such repairs are made necessary because of faulty construction or failure of Owner to keep the structure in proper repair;
- E. Repair of the heating and air conditioning system other than ordinary maintenance;
- F. All repairs or restoration made necessary by fire or other peril which could be covered by a standard fire insurance policy with an extended coverage endorsement or by reason of war, or by earthquake or other natural casualty, vandalism, malicious mischief and all other risks covered by Owner's property insurance in force at the time of loss.
- G. Appointment of a City Council Liaison to work with Operator, **attend Board meetings, and report back to City Council.** ~~in carrying out the terms of this Agreement.~~
- H. Appointment of the City's Facilities Maintenance Supervisor to act as a staff liaison and single point of contact for maintenance and repair issues. Requests for repairs must be made by the FGSCC Executive Director or President and**

should be done verbally and/or in writing. Requests will be answered verbally or in writing within 24 hours.

I. Ordinary maintenance of the heating and air conditioning system;

Section 7. Use of Premises. The parties understand that the primary purpose for the construction of the Forest Grove Senior and Community Center was to provide a physical facility for the providing of services to ~~older~~-senior citizens of the community. In addition, all citizens of Forest Grove may use or lease facility with approval of Operator's Board of Directors. In connection with the use of the premises, Operator shall:

- A. Conform to all applicable laws and regulations of any public authority affecting the use of premises and correct, at Operator's expense, any failure of compliance created through Operator's fault or by reason of Operator's use. Operator shall not otherwise be required to make expenditures to comply with any laws or regulations, and in no event shall Operator be required to make any structural changes to effect such compliance;
- B. Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate or would prevent Owner from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Owner to obtain reduced premium rates for long-life fire insurance policies, unless the Operator pays the additional cost of insurance;
- C. Refrain from any use which would be reasonably offensive to Owner, other tenants or owners or users of adjoining premises or which would tend to create a nuisance or damage the reputation of the premises.

Section 8. Alterations. Operator shall make no improvements or alterations on the premises of any kind without the prior consent in writing of Owner, which consent shall not be unreasonable withheld.

All improvements and alterations performed on the premises by either Owner or Operator shall be the property of Owner when installed unless the applicable Owner's consent or worksheets specifically provide otherwise.

Section 9. Damage and Destruction. If the premises are partially damaged or destroyed, the property shall be repaired as follows:

- A. If the damage is caused by a risk which would be covered by a standard fire insurance policy with an endorsement for extended coverage, repair shall be at the expense of Owner whether or not the damage occurred as the result of fault on the part of Operator;
- B. If the damage occurred from a risk which would not be covered by insurance of the kind described in A above repairs shall be at the expense of Owner unless the damage was the result of the fault of Operator, in which case Operator shall have the obligation to repair;

- C. In any event, repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of the party responsible.

Section 10. Liability to Third Persons. Except with respect to activities for which Owner is responsible, Operator shall pay as due all claims for work done on and for services rendered or materials furnished to the premises and shall keep the premises free from any liens.

Operator shall indemnify and defend Owner from any claim loss or liability arising out of or related to any activity of operator on the premises. Operator's duty to indemnify shall not apply to or prevent any claim by Operator against Owner for injury or damage to Operator or Operator's property for which Owner may be liable.

During the term of this Agreement, Operator shall procure and thereafter during the term of this Agreement shall continue to carry the following insurance at Operator's cost with Owner named as an additional insured:

Public liability and property damage insurance in a responsible company with a combined single limit of not less than \$500,000.00. Certificates evidencing such insurance and bearing endorsements require ten (10) days' written notice to Owner prior to any change or cancellation shall be maintained.

Section 11. Insurance. Owner shall keep the premises insured at its full insurable value at Owner's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Such insurance shall not insure Operator's separate property on the premises against such risks.

The parties shall obtain, from their respective insurance carriers, waivers of subrogation against the other party, its agents, employees and, as to Operator, its invitees. Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement if such insurance was obtainable at the time of such loss or damage. The party benefiting from a waiver of subrogation clause in an insurance policy shall pay any additional premium required to obtain such a clause within ten (10) days after being notified by the other party of such additional cost unless the benefiting party can obtain such insurance without - the additional cost from another insurance carrier satisfactory to the first party.

Section 12. Assignment and Sublease. No part of the premises may be assigned or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means by Operator without the prior written consent of Owner.

Operator shall have the right to make the premises available to third persons or organizations and shall have the right to retain *all* fees and charges resulting from the use of the premises by third persons or organizations.

Section 13. Termination. This Agreement shall terminate at the end of the initial term or such additional terms as may be agreed upon between the parties or upon termination by one of the parties under the Section 3 of this Agreement entitled Renewal of Occupancy.

This Agreement shall terminate earlier if at any time Operator 'breaches any of the terms of this Agreement. Such breach shall be specified by Owner to Operator in writing and Operator shall have sixty (60) days within which to cure such breach or such period of time as may be agreed upon by Owner in writing. If the breach has not been remedied within the time specified in this Section, notice of termination may be given by Owner to Operator in writing at any time after the date upon which such breach should have been remedied. The notice of termination shall specify a date by which Operator shall surrender the premises which date shall not be sooner than ten (10) days from the date of notice of termination.

Operator shall have the same right to terminate this Agreement upon a breach of this Agreement by Owner in the same manner and subject to the same conditions as are set forth in the immediately preceding paragraph.

Section 14. Surrender at Expiration.

14.1 Condition of Premises. Upon expiration of the term or earlier termination on account of default, Operator shall deliver all keys to Owner and surrender the leased premises in first-class condition and broom clean. Alterations constructed with permission from Owner shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the premises were let need not be restored but all repairs for which Operator is responsible shall be completed to the latest practical date prior to such surrender. Operator's obligations under this Section shall be subordinate to Section 9 of this Agreement entitled Damage and Destruction.

14.2 Fixtures.

14.2.1 All fixtures placed upon the premises during the term of this Agreement, other than Operator's trade fixtures shall, at Owner's option, become the property of Owner. Movable furniture, decorations, floor coverings other than hard surface bonded or adhesively fixed flooring, curtains, blinds, furnishings and trade fixtures shall remain the property of Operator if placed on the premises by Operator.

14.2.2 If Owner so elects, operator shall remove any or all fixtures which would otherwise remain the property of Owner, and shall repair any physical damage resulting from the removal. If Operator fails to remove such fixtures, Owner may do so and charge the cost to Operator with interest at nine percent (9%) per annum from the date of expenditure. Operator shall remove all furnishings, furniture and trade fixtures which remain the property of Operator. If Operator fails to do so, this shall be an abandonment

of the property, and Owner may retain the property and all rights of Operator with respect to it shall cease or, by notice *in* writing given to Operator within twenty (20) days after removal was required, Owner may elect to hold Operator to its obligation of removal. If Owner elects to require Operator to remove, Owner may effect a removal and place the property in public storage for Operator's account. Operator shall be liable to Owner for the cost of removal, transportation to storage, and storage, with interest at nine percent (9%) per annum on all such expenses from the date of expenditure by Owner.

14.2.3 The time for removal of any property or fixtures which operator is required to remove from the premises upon termination shall be as follows:

- A. On or before the date the Agreement terminates because of expiration of the original or a renewal term or because of default;
- B. Within thirty (30) days after notice from Owner requiring such removal where the property to be removed is a fixture which Operator is not required to remove except after such notice by Owner, and such date would fall after the date on which Operator would be required to remove other property.

Section 15. Miscellaneous.

15.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

15.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees both on trial and appeal, if any.

15.3 Succession. Subject to the above-stated limitations on transfer of Operator's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successor and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate on the day and year first above written.

OWNER:

CITY OF FOREST GROVE, Oregon,
a municipal corporation

By: _____

Michael J. Sykes, Jesse
VanderZanden City Manager

OPERATOR:

FOREST GROVE SENIOR AND
COMMUNITY CENTER, INC.
an Oregon nonprofit corporation

By: _____
Jeff Duyck, President

Xxxxx = Existing language but moved to different section

Xxxxx = New language

~~Xxxxx~~ = Existing language proposed for removal



CERTIFICATE OF LIABILITY INSURANCE

FORES-3

OP ID: CN

DATE (MM/DD/YYYY)

04/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WSC Insurance PO Box 128 * 2000 Pacific Ave. Forest Grove, OR 97116 Deborah Delfs, CIC CISR	CONTACT NAME: Judy Charles PHONE (A/C, No, Ext): 503-357-3154 E-MAIL ADDRESS: judyc@wscinsurance.com	FAX (A/C, No): 503-716-1022
	INSURER(S) AFFORDING COVERAGE	
INSURED Forest Grove Senior and Community Center, Inc. 2037 Douglas St. Forest Grove, OR 97116	INSURER A: American States Insurance	NAIC # 19704
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		02CE132769-0	05/24/2015	05/24/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured as per form CG7635 0207

CERTIFICATE HOLDER**CANCELLATION**

FORES-6 City of Forest Grove P O Box 326 Forest Grove, OR 97116	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Judy Charles</i>
---	--

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COMMERCIAL GENERAL LIABILITY
CG 76 35 02 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Forest Grove PO Box 326 Forest Grove, OR 97116
--

ADDITIONAL INSURED — BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE

The following paragraph is added to WHO IS AN INSURED (Section II):

- 4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:
 - a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
 - b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:
 - (1) The ownership, maintenance or use of that part of premises you own, rent,

lease or occupy, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
- (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
- (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
- (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
 - (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

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Copyright, Insurance Services, 2001

(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

(6) An aircraft you do not own provided it is not operated by any insured.

TENANTS' PROPERTY DAMAGE LIABILITY

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion j. of Coverage A, Section I is replaced by the following:

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or

any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III — Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6. of LIMITS OF INSURANCE (Section III) is replaced by the following:

- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

WHO IS AN INSURED — MANAGERS

The following is added to Paragraph 2.a. of WHO IS AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — BAIL BONDS — TIME OFF FROM WORK

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

EMPLOYEES AS INSURED — HEALTH CARE SERVICES

Provision 2.a.(1)(d) of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Provision 3.a. of WHO IS AN INSURED (Section II) is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

EXTENDED "PROPERTY DAMAGE"

Exclusion a. of COVERAGE A (Section I) is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

EXTENDED DEFINITION OF BODILY INJURY

Paragraph 3. of DEFINITIONS (Section V) is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

TRANSFER OF RIGHTS OF RECOVERY

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to a person or organization for whom you are required by written contract, agreement or permit to waive these rights of recovery.

AGGREGATE LIMITS OF INSURANCE — PER LOCATION

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to operations at a single "location":

Paragraphs 2.a. and 2.b. of Limits of Insurance (Section III) apply separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is

interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

INCREASED MEDICAL EXPENSE LIMIT

The Medical Expense Limit is amended to \$10,000.

KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

LIBERALIZATION CLAUSE

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.



AG-649

FORES-3

OP ID: CN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/17/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WSC Insurance PO Box 128 * 2000 Pacific Ave. Forest Grove, OR 97116 Amy J. Waltz, CIC CRM	Phone: 503-357-3154 Fax: 503-716-1022	CONTACT NAME: Judy Charles PHONE (A/C, No, Ext): 503-906-8931 E-MAIL ADDRESS: judyc@wscinsurance.com FAX (A/C, No): 503-716-1022													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : American States Insurance</td> <td>19704</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American States Insurance	19704	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED Forest Grove Senior and Community Center Inc. 2037 Douglas St. Forest Grove, OR 97116															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		02CE132769-8	05/24/2013	05/24/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured as per form CG7635 0207

CERTIFICATE HOLDER**CANCELLATION**

FORES-6 City of Forest Grove P O Box 326 Forest Grove, OR 97116	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Judy Charles</i>
--	--

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USAGE AGREEMENT

Between:

Forest Grove Senior and
Community Center (FGSCC)
PO box 784
2037 Douglas St.
Forest Grove, OR 97116
Telephone -503-357-2021
Fax – 503-357-5544

And:

TENANT 1:

RIDE CONNECTION, INC.
3030 SW Moody Ave, Suite 230
Portland, OR 97201
Compliance Specialist: Caralee Lindsay
Direct: 503.528.1722 Fax: 503.493.7431
clindsay@rideconnection.org
www.rideconnection.org

A. Building Use

Subject to the terms, conditions, and limitations of this agreement, FGSCC grants to TENANTS the use of the middle NW office, including use of halls, restrooms and the kitchen.

B. Term, Renewal, and Termination

The term of this agreement begins April 15, 2010 and continues in effect through June 30, 2011. Unless any party is notified to the contrary, at the end of the term, this Agreement will automatically renew, for a term of one month and from month to month thereafter until terminated. Any party may terminate this Agreement, either on the renewal date or any other date by giving the other parties two (2) months advance notice of termination.

C. Rent

FGSCC is donating 145 square feet of office space to TENANT at an in kind value of \$150.00 per month (no money exchanged). Ride Connection reserves the option to renew the agreement under the same conditions at the end of the term of this Agreement.

D. Non Exclusive Usage

Throughout the rental period, the office may be used by TENANTS from 7:30 A.M. to 5:00 P.M. Monday through Friday. FGSCC may use it during the remaining times and at others as negotiated with a representative of TENANTS. FGSCC representatives may enter the office at any time to examine the condition thereof, display the premises, or for the purpose of any repairs. TENANTS understand and agree that the FGSCC first priority is its mission and service to its members. Those commitments will take precedence in any disagreement with the use of the facilities by TENANTS.

laws, ordinances, rules, regulations, and policies of any public or governmental authority regarding the maintenance, upkeep, operation and use of the buildings, subject to conditions listed above.

K. Limitations

The FGSCC prohibits the use of alcoholic beverages, tobacco, or possession of illegal drugs and substances, and firearms on its premises, not limited to buildings, grounds, courtyard, playground, parking lots and lawn. TENANTS' tenancy granted by this Agreement to use FGSCC buildings and grounds may be terminated immediately and without prior notice by the FGSCC if TENANTS or any person invited or permitted to enter by TENANTS uses alcoholic beverages, tobacco or possesses illegal drugs and substances, or firearms on the FGSCC premises.

Forest Grove Senior and
Community Center

By: _____

Print name: Dee Dwyck

Title: Pres. of BOD

Date: Apr. 15, 2010

TENANT 1: RIDE CONNECTION, INC.

By: _____

Print name: ROBERT WELAND

Title: President

Date: April 12, 2010



April 14, 2010

Jeff Duyck, President
Forest Grove Senior and Community Center
PO Box 784
Forest Grove, OR 97116

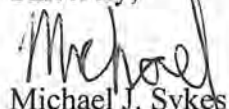
Dear Jeff:

At Monday night's meeting, the City Council approved Resolution No. 2010-32 authorizing the City Manager to endorse the operation agreement between the City of Forest Grove and Forest Grove Senior and Community Center for renewal of occupancy of City-owned property. A copy of that resolution and agreement are enclosed for your files.

Please note that Section 4. Reports wording has been changed to encompass agendas, calendars and schedule of events in addition to board meeting minutes provided to the City Manager on a monthly basis.

If you have any questions, please feel to give me a call at 503-992-3234 or email msykes@forestgrove-or.gov.

Sincerely,


Michael J. Sykes
City Manager

Enclosures: Resolution No. 2010-32
Operation Agreement

ORIGINAL

FILE
AG049B ✓

**AGREEMENT FOR OPERATION OF
FOREST GROVE SENIOR AND COMMUNITY CENTER**

DATE: March 29, 2010

PARTIES: CITY OF FOREST GROVE, Oregon, a municipal corporation, ("Owner")
and

FOREST GROVE SENIOR AND COMMUNITY CENTER, INC., an
Oregon nonprofit corporation, ("Operator")

THE PARTIES AGREE:

Section 1. Exclusive License. Owner grants to Operator an exclusive license to operate the Forest Grove Senior and Community Center, located at 2037 Douglas Street, Washington County Tax Lot No. 1S-3-06AB-02600, for the term stated in this Agreement and subject to the conditions of this Agreement.

Section 2. Term of Occupancy. The term of this Agreement shall commence on the above date and shall continue for twelve (12) months.

Section 3. Renewal of Occupancy. Agreement shall be automatically renewed for successive twelve-month (12-) terms unless written notice is given by either party to the other at least sixty (60) days prior to the annual anniversary date. This Agreement may also be reopened for good cause as determined by an affirmative vote of at least five (5) members of the Forest Grove City Council.

Section 4. Reports. Operator shall provide copies of agendas, including, but not limited to, copies of board minutes, calendars, and schedule of events, to City Manager regarding the operation of the Forest Grove Senior and Community Center on a monthly basis.

Section 5. Obligations of Operator. Operator shall be obligated to pay or provide the following during the terms of this Agreement:

- A. All taxes upon Operator's personal property on the premises, including fixtures;
- B. All charges for heat, power, water, sewage and other services or utilities used by Operator in the premises;
- C. All exterior grounds and landscaping maintenance and care, building interior cleaning and maintenance, and all supplies necessary for those operations;
- D. All amounts which Operator is required to reimburse Owner for expenses incurred by Owner in discharging Operator's obligations, if any;

- E. All other amounts which Operator is required to pay by any other provisions of this Agreement;
- F. Any interior redecorating;
- G. Any repairs necessitated by the negligence of Operator, Operator's agents, employees and invitees, except where the loss or damage could have been covered by a standard fire insurance policy with an extended coverage endorsement;
- H. Ordinary maintenance of the heating and air conditioning system;
- I. Any repairs or alterations required under Operator's obligation to comply with laws and regulations as set forth in subsection A of the section of this Agreement entitled USE OF PREMISES;
- J. All other repairs to the premises which Owner is not specifically obligated to make. Owner shall have the right to inspect the premises at any reasonable time to determine the necessity of repair.
- K. Compliance with all Federal, State, and local laws regarding operations of a non-profit organization;
- L. Updated bylaws for review and acceptance by Owner.

Section 6. Obligation of Owner. The following shall be the obligation of Owner:

- A. Structural repairs and maintenance and repairs necessitated by structural disrepair or defect;
- B. Repair and maintenance, including painting, of the exterior walls and roof and exterior water, sewage, gas and electrical services up to the point of entry to the premises. This shall not include maintenance of the operating condition of doors and windows or replacement of glass unless maintenance or replacement of these items is necessitated by vandalism;
- C. Repair of interior walls, ceilings, doors, windows, floors and floor coverings when such repairs are made necessary because of faulty construction or failure of Owner to keep the structure in proper repair;
- D. Repair of the heating and air conditioning system other than ordinary maintenance;
- E. All repairs or restoration made necessary by fire or other peril which could be covered by a standard fire insurance policy with an extended coverage endorsement or by reason of war, or by earthquake or other natural casualty, vandalism, malicious mischief and all other risks covered by Owner's property insurance in force at the time of loss.
- F. Appointment of a City Council Liaison to work with Operator in carrying out the terms of this Agreement.

Section 7. Use of Premises. The parties understand that the primary purpose for the construction of the Forest Grove Senior and Community Center was to provide a physical facility for the providing of services to older citizens of the community. In addition, all citizens of Forest Grove may use or lease facility with approval of Operator's Board of Directors. In connection with the use of the premises, Operator shall:

- A. Conform to all applicable laws and regulations of any public authority affecting the use of premises and correct, at Operator's expense, any failure of compliance created through Operator's fault or by reason of Operator's use. Operator shall not otherwise be required to make expenditures to comply with any laws or regulations, and in no event shall Operator be required to make any structural changes to effect such compliance;
- B. Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate or would prevent Owner from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Owner to obtain reduced premium rates for long-life fire insurance policies, unless the Operator pays the additional cost of insurance;
- C. Refrain from any use which would be reasonably offensive to Owner, other tenants or owners or users of adjoining premises or which would tend to create a nuisance or damage the reputation of the premises.

Section 8. Alterations. Operator shall make no improvements or alterations on the premises of any kind without the prior consent in writing of Owner, which consent shall not be unreasonable withheld.

All improvements and alterations performed on the premises by either Owner or Operator shall be the property of Owner when installed unless the applicable Owner's consent or worksheets specifically provide otherwise.

Section 9. Damage and Destruction. If the premises are partially damaged or destroyed, the property shall be repaired as follows:

- A. If the damage is caused by a risk which would be covered by a standard fire insurance policy with an endorsement for extended coverage, repair shall be at the expense of Owner whether or not the damage occurred as the result of fault on the part of Operator;
- B. If the damage occurred from a risk which would not be covered by insurance of the kind described in A above repairs shall be at the expense of Owner unless the damage was the result of the fault of Operator, in which case Operator shall have the obligation to repair;
- C. In any event, repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of the party responsible.

Section 10. Liability to Third Persons. Except with respect to activities for which Owner is responsible, Operator shall pay as due all claims for work done on and for services rendered or materials furnished to the premises and shall keep the premises free from any liens.

Operator shall indemnify and defend Owner from any claim loss or liability arising out of or related to any activity of operator on the premises. Operator's duty to

indemnify shall not apply to or prevent any claim by Operator against Owner for injury or damage to Operator or Operator's property for which Owner may be liable.

During the term of this Agreement, Operator shall procure and thereafter during the term of this Agreement shall continue to carry the following insurance at Operator's cost with Owner named as an additional insured:

Public liability and property damage insurance in a responsible company with a combined single limit of not less than \$500,000.00. Certificates evidencing such insurance and bearing endorsements require ten (10) days' written notice to Owner prior to any change or cancellation shall be maintained.

Section 11. Insurance. Owner shall keep the premises insured at its full insurable value at Owner's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Such insurance shall not insure Operator's separate property on the premises against such risks.

The parties shall obtain, from their respective insurance carriers, waivers of subrogation against the other party, its agents, employees and, as to Operator, its invitees. Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement if such insurance was obtainable at the time of such loss or damage. The party benefiting from a waiver of subrogation clause in an insurance policy shall pay any additional premium required to obtain such a clause within ten (10) days after being notified by the other party of such additional cost unless the benefiting party can obtain such insurance without - the additional cost from another insurance carrier satisfactory to the first party.

Section 12. Assignment and Sublease. No part of the premises may be assigned or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means by Operator without the prior written consent of Owner.

Operator shall have the right to make the premises available to third persons or organizations and shall have the right to retain *all* fees and charges resulting from the use of the premises by third persons or organizations.

Section 13. Termination. This Agreement shall terminate at the end of the initial term or such additional terms as may be agreed upon between the parties or upon termination by one of the parties under the Section 3 of this Agreement entitled Renewal of Occupancy.

This Agreement shall terminate earlier if at any time Operator 'breaches any of the terms of this Agreement. Such breach shall be specified by Owner to Operator in writing and Operator shall have sixty (60) days within which to cure such breach or such period of time as may be agreed upon by Owner in writing. If the breach has not been remedied within the time specified in this Section, notice of termination may be given by Owner to Operator in writing at any time after the date upon which such breach should have been

remedied. The notice of termination shall specify a date by which Operator shall surrender the premises which date shall not be sooner than ten (10) days from the date of notice of termination.

Operator shall have the same right to terminate this Agreement upon a breach of this Agreement by Owner in the same manner and subject to the same conditions as are set forth in the immediately preceding paragraph.

Section 14. Surrender at Expiration.

14.1 Condition of Premises. Upon expiration of the term or earlier termination on account of default, Operator shall deliver all keys to Owner and surrender the leased premises in first-class condition and broom clean. Alterations constructed with permission from Owner shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the premises were let need not be restored but all repairs for which Operator is responsible shall be completed to the latest practical date prior to such surrender. Operator's obligations under this Section shall be subordinate to Section 9 of this Agreement entitled Damage and Destruction.

14.2 Fixtures.

14.2.1 All fixtures placed upon the premises during the term of this Agreement, other than Operator's trade fixtures shall, at Owner's option, become the property of Owner. Movable furniture, decorations, floor coverings other than hard surface bonded or adhesively fixed flooring, curtains, blinds, furnishings and trade fixtures shall remain the property of Operator if placed on the premises by Operator.

14.2.2 If Owner so elects, operator shall remove any or all fixtures which would otherwise remain the property of Owner, and shall repair any physical damage resulting from the removal. If Operator fails to remove such fixtures, Owner may do so and charge the cost to Operator with interest at nine percent (9%) per annum from the date of expenditure. Operator shall remove all furnishings, furniture and trade fixtures which remain the property of Operator. If Operator fails to do so, this shall be an abandonment of the property, and Owner may retain the property and all rights of Operator with respect to it shall cease or, by notice *in* writing given to Operator within twenty (20) days after removal was required, Owner may elect to hold Operator to its obligation of removal. If Owner elects to require Operator to remove, Owner may effect a removal and place the property in public storage for Operator's account. Operator shall be liable to Owner for the cost of removal, transportation to storage, and storage, with interest at nine percent (9%) per annum on all such expenses from the date of expenditure by Owner.

14.2.3 The time for removal of any property or fixtures which operator is required to remove from the premises upon termination shall be as follows:

- A. On or before the date the Agreement terminates because of expiration of the original or a renewal term or because of default;

- B. Within thirty (30) days after notice from Owner requiring such removal where the property to be removed is a fixture which Operator is not required to remove except after such notice by Owner, and such date would fall after the date on which Operator would be required to remove other property.

Section 15. Miscellaneous.

15.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

15.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees both on trial and appeal, if any.

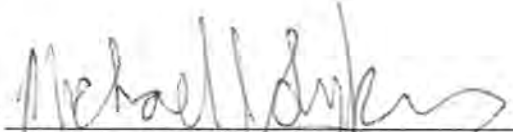
15.3 Succession. Subject to the above-stated limitations on transfer of Operator's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successor and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate on the day and year first above written.

OWNER:

CITY OF FOREST GROVE, Oregon,
a municipal corporation


By:


Michael J. Sykes, City Manager

OPERATOR:

FOREST GROVE SENIOR AND
COMMUNITY CENTER, INC.
an Oregon nonprofit corporation

By:


Jeff Duyck, President

3-29-10

AGENDA # 7

Anna Ruggles

From: Elena Uhing [EUhing@caowash.org]
Sent: Monday, April 12, 2010 9:28 AM
To: Anna Ruggles
Subject: City Council Meeting

Hi Anna –

Please extend my apologies, but I will not be able to attend Council meeting tonight. Would you please note for the record that on the Agreement for operation of Forest Grove Senior Center:

- Section 3, Renewal of Occupancy – Please remove the word automatically, I am not comfortable to providing any language that implies favoritism, without forethought, or unconsciously.
- Section 5, Obligations of Operator – please add an item M to include meeting notification, changes or assembly of Commission caucus to be provided to Owner
- Section 6, Obligation of Owner – please add a comma after windows in item C

Thanks, just a few thoughts – Elena

Elena Uhing

Resource Development
Donor and Volunteer Services
Community Action Organization of Washington County
503-693-3252 (direct line)
ehing@caowash.org
1001 SW Baseline Street
Hillsboro, Or 97123
YOU CAN HELP: <http://www.caowash.org/support.php>

A partnership with the community, Community Action assists low-income people to achieve self-determination

7.

CITY OF FOREST GROVE
Approved
April 12, 2010

RESOLUTION NO. 2010-32

**RESOLUTION AUTHORIZING CITY MANAGER TO ENDORSE
OPERATION AGREEMENT BETWEEN THE CITY OF FOREST GROVE
AND FOREST GROVE SENIOR CENTER AND COMMUNITY CENTER
FOR RENEWAL OF OCCUPANCY OF CITY-OWNED PROPERTY**

WHEREAS, the City of Forest Grove (City) and Forest Grove Senior and Community Center have an existing Operation Agreement for occupancy of city-owned property, located at 2037 Douglas Street, Washington County Tax Lot No. 1S-3-06AB-02600, dated May 1, 1992; and

WHEREAS, renewal of the existing operation agreement is long overdue since the original agreement was signed 18 years ago; and

WHEREAS, representatives of the City and Forest Grove Senior and Community Center Board of Directors have met in recent months and have reached consensus on certain modifications to the Operation Agreement; and

WHEREAS, the Operation Agreement provides for certain conditions that both parties agreed were important.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:

Section 1: The City Council of the City of Forest Grove hereby approves the Operation Agreement between the City of Forest Grove and Forest Grove Senior and Community Center for the term stated in the Agreement and subject to the conditions of this Agreement (attached as Exhibit A).


Section 2: The City Manager is hereby authorized to endorse the Agreement (attached as Exhibit A) on behalf of the City of Forest Grove.

Section 3: This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 12th day of April, 2010.


Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 12th day of April, 2010.


Peter B. Truax, Mayor

**AGREEMENT FOR OPERATION OF
FOREST GROVE SENIOR AND COMMUNITY CENTER**

DATE: March 29, 2010

PARTIES: CITY OF FOREST GROVE, Oregon, a municipal corporation, ("Owner")

 and

 FOREST GROVE SENIOR AND COMMUNITY CENTER, INC., an
 Oregon nonprofit corporation, ("Operator")

THE PARTIES AGREE:

Section 1. Exclusive License. Owner grants to Operator an exclusive license to operate the Forest Grove Senior and Community Center, located at 2037 Douglas Street, Washington County Tax Lot No. 1S-3-06AB-02600, for the term stated in this Agreement and subject to the conditions of this Agreement.

Section 2. Term of Occupancy. The term of this Agreement shall commence on the above date and shall continue for twelve (12) months.

Section 3. Renewal of Occupancy. Agreement shall be automatically renewed for successive twelve-month (12-) terms unless written notice is given by either party to the other at least sixty (60) days prior to the annual anniversary date. This Agreement may also be reopened for good cause as determined by an affirmative vote of at least five (5) members of the Forest Grove City Council.

Section 4. Reports. Operator shall provide copies of agendas, including, but not limited to, copies of board minutes, calendars, and schedule of events, to City Manager regarding the operation of the Forest Grove Senior and Community Center on a monthly basis.

Section 5. Obligations of Operator. Operator shall be obligated to pay or provide the following during the terms of this Agreement:

- A. All taxes upon Operator's personal property on the premises, including fixtures;
- B. All charges for heat, power, water, sewage and other services or utilities used by Operator in the premises;
- C. All exterior grounds and landscaping maintenance and care, building interior cleaning and maintenance, and all supplies necessary for those operations;
- D. All amounts which Operator is required to reimburse Owner for expenses incurred by Owner in discharging Operator's obligations, if any;

- E. All other amounts which Operator is required to pay by any other provisions of this Agreement;
- F. Any interior redecorating;
- G. Any repairs necessitated by the negligence of Operator, Operator's agents, employees and invitees, except where the loss or damage could have been covered by a standard fire insurance policy with an extended coverage endorsement;
- H. Ordinary maintenance of the heating and air conditioning system;
- I. Any repairs or alterations required under Operator's obligation to comply with laws and regulations as set forth in subsection A of the section of this Agreement entitled USE OF PREMISES;
- J. All other repairs to the premises which Owner is not specifically obligated to make. Owner shall have the right to inspect the premises at any reasonable time to determine the necessity of repair.
- K. Compliance with all Federal, State, and local laws regarding operations of a non-profit organization;
- L. Updated bylaws for review and acceptance by Owner.

Section 6. Obligation of Owner. The following shall be the obligation of Owner:

- A. Structural repairs and maintenance and repairs necessitated by structural disrepair or defect;
- B. Repair and maintenance, including painting, of the exterior walls and roof and exterior water, sewage, gas and electrical services up to the point of entry to the premises. This shall not include maintenance of the operating condition of doors and windows or replacement of glass unless maintenance or replacement of these items is necessitated by vandalism;
- C. Repair of interior walls, ceilings, doors, windows, floors and floor coverings when such repairs are made necessary because of faulty construction or failure of Owner to keep the structure in proper repair;
- D. Repair of the heating and air conditioning system other than ordinary maintenance;
- E. All repairs or restoration made necessary by fire or other peril which could be covered by a standard fire insurance policy with an extended coverage endorsement or by reason of war, or by earthquake or other natural casualty, vandalism, malicious mischief and all other risks covered by Owner's property insurance in force at the time of loss.
- F. Appointment of a City Council Liaison to work with Operator in carrying out the terms of this Agreement.

Section 7. Use of Premises. The parties understand that the primary purpose for the construction of the Forest Grove Senior and Community Center was to provide a physical facility for the providing of services to older citizens of the community. In addition, all citizens of Forest Grove may use or lease facility with approval of Operator's Board of Directors. In connection with the use of the premises, Operator shall:

- A. Conform to all applicable laws and regulations of any public authority affecting the use of premises and correct, at Operator's expense, any failure of compliance created through Operator's fault or by reason of Operator's use. Operator shall not otherwise be required to make expenditures to comply with any laws or regulations, and in no event shall Operator be required to make any structural changes to effect such compliance;
- B. Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate or would prevent Owner from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Owner to obtain reduced premium rates for long-life fire insurance policies, unless the Operator pays the additional cost of insurance;
- C. Refrain from any use which would be reasonably offensive to Owner, other tenants or owners or users of adjoining premises or which would tend to create a nuisance or damage the reputation of the premises.

Section 8. Alterations. Operator shall make no improvements or alterations on the premises of any kind without the prior consent in writing of Owner, which consent shall not be unreasonable withheld.

All improvements and alterations performed on the premises by either Owner or Operator shall be the property of Owner when installed unless the applicable Owner's consent or worksheets specifically provide otherwise.

Section 9. Damage and Destruction. If the premises are partially damaged or destroyed, the property shall be repaired as follows:

- A. If the damage is caused by a risk which would be covered by a standard fire insurance policy with an endorsement for extended coverage, repair shall be at the expense of Owner whether or not the damage occurred as the result of fault on the part of Operator;
- B. If the damage occurred from a risk which would not be covered by insurance of the kind described in A above repairs shall be at the expense of Owner unless the damage was the result of the fault of Operator, in which case Operator shall have the obligation to repair;
- C. In any event, repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of the party responsible.

Section 10. Liability to Third Persons. Except with respect to activities for which Owner is responsible, Operator shall pay as due all claims for work done on and for services rendered or materials furnished to the premises and shall keep the premises free from any liens.

Operator shall indemnify and defend Owner from any claim loss or liability arising out of or related to any activity of operator on the premises. Operator's duty to

indemnify shall not apply to or prevent any claim by Operator against Owner for injury or damage to Operator or Operator's property for which Owner may be liable.

During the term of this Agreement, Operator shall procure and thereafter during the term of this Agreement shall continue to carry the following insurance at Operator's cost with Owner named as an additional insured:

Public liability and property damage insurance in a responsible company with a combined single limit of not less than \$500,000.00. Certificates evidencing such insurance and bearing endorsements require ten (10) days' written notice to Owner prior to any change or cancellation shall be maintained.

Section 11. Insurance. Owner shall keep the premises insured at its full insurable value at Owner's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Such insurance shall not insure Operator's separate property on the premises against such risks.

The parties shall obtain, from their respective insurance carriers, waivers of subrogation against the other party, its agents, employees and, as to Operator, its invitees. Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement if such insurance was obtainable at the time of such loss or damage. The party benefiting from a waiver of subrogation clause in an insurance policy shall pay any additional premium required to obtain such a clause within ten (10) days after being notified by the other party of such additional cost unless the benefiting party can obtain such insurance without - the additional cost from another insurance carrier satisfactory to the first party.

Section 12. Assignment and Sublease. No part of the premises may be assigned or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means by Operator without the prior written consent of Owner.

Operator shall have the right to make the premises available to third persons or organizations and shall have the right to retain *all* fees and charges resulting from the use of the premises by third persons or organizations.

Section 13. Termination. This Agreement shall terminate at the end of the initial term or such additional terms as may be agreed upon between the parties or upon termination by one of the parties under the Section 3 of this Agreement entitled Renewal of Occupancy.

This Agreement shall terminate earlier if at any time Operator 'breaches any of the terms of this Agreement. Such breach shall be specified by Owner to Operator in writing and Operator shall have sixty (60) days within which to cure such breach or such period of time as may be agreed upon by Owner in writing. If the breach has not been remedied within the time specified in this Section, notice of termination may be given by Owner to Operator in writing at any time after the date upon which such breach should have been

remedied. The notice of termination shall specify a date by which Operator shall surrender the premises which date shall not be sooner than ten (10) days from the date of notice of termination.

Operator shall have the same right to terminate this Agreement upon a breach of this Agreement by Owner in the same manner and subject to the same conditions as are set forth in the immediately preceding paragraph.

Section 14. Surrender at Expiration.

14.1 Condition of Premises. Upon expiration of the term or earlier termination on account of default, Operator shall deliver all keys to Owner and surrender the leased premises in first-class condition and broom clean. Alterations constructed with permission from Owner shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the premises were let need not be restored but all repairs for which Operator is responsible shall be completed to the latest practical date prior to such surrender. Operator's obligations under this Section shall be subordinate to Section 9 of this Agreement entitled Damage and Destruction.

14.2 Fixtures.

14.2.1 All fixtures placed upon the premises during the term of this Agreement, other than Operator's trade fixtures shall, at Owner's option, become the property of Owner. Movable furniture, decorations, floor coverings other than hard surface bonded or adhesively fixed flooring, curtains, blinds, furnishings and trade fixtures shall remain the property of Operator if placed on the premises by Operator.

14.2.2 If Owner so elects, operator shall remove any or all fixtures which would otherwise remain the property of Owner, and shall repair any physical damage resulting from the removal. If Operator fails to remove such fixtures, Owner may do so and charge the cost to Operator with interest at nine percent (9%) per annum from the date of expenditure. Operator shall remove all furnishings, furniture and trade fixtures which remain the property of Operator. If Operator fails to do so, this shall be an abandonment of the property, and Owner may retain the property and all rights of Operator with respect to it shall cease or, by notice *in* writing given to Operator within twenty (20) days after removal was required, Owner may elect to hold Operator to its obligation of removal. If Owner elects to require Operator to remove, Owner may effect a removal and place the property in public storage for Operator's account. Operator shall be liable to Owner for the cost of removal, transportation to storage, and storage, with interest at nine percent (9%) per annum on all such expenses from the date of expenditure by Owner.

14.2.3 The time for removal of any property or fixtures which operator is required to remove from the premises upon termination shall be as follows:

- A. On or before the date the Agreement terminates because of expiration of the original or a renewal term or because of default;

B. Within thirty (30) days after notice from Owner requiring such removal where the property to be removed is a fixture which Operator is not required to remove except after such notice by Owner, and such date would fall after the date on which Operator would be required to remove other property.

Section 15. Miscellaneous.

15.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

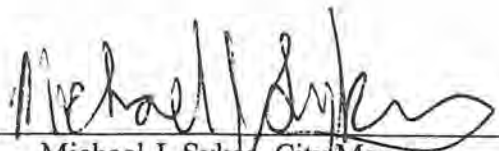
15.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees both on trial and appeal, if any.

15.3 Succession. Subject to the above-stated limitations on transfer of Operator's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successor and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate on the day and year first above written.


OWNER:

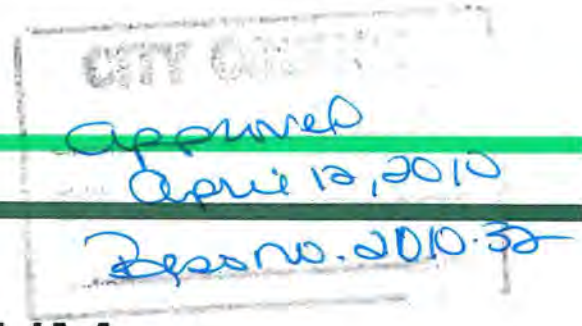
CITY OF FOREST GROVE, Oregon,
a municipal corporation

By: 
Michael J. Sykes, City Manager

OPERATOR:

FOREST GROVE SENIOR AND
COMMUNITY CENTER, INC.
an Oregon nonprofit corporation

By:  3-29-10
Jeff Duvon, President



MEMORANDUM

TO: Mayor Peter Truax and City Councilors

PROJECT TEAM: Michael J. Sykes, City Manager
Anna D. Ruggles, CMC, City Recorder

DATE: April 12, 2010

SUBJECT: Execute Operation Agreement for Forest Grove Senior and Community Center for Renewal of Occupancy of City-Owned Property

ISSUE STATEMENT: The City of Forest Grove (City) and Forest Grove Senior and Community Center have an existing Operation Agreement for occupancy of city-owned property, located at 2037 Douglas Street, Washington County Tax Lot No. 1S-3-06AB-02600, dated May 1, 1992. Renewal of the existing Operation Agreement is long overdue since the original agreement was signed 18 years ago.

BACKGROUND: Representatives of the City and Forest Grove Senior and Community Center Board of Directors have met in recent months and have reached consensus on certain modifications to the Operation Agreement. The new Operation Agreement provides for certain conditions that both parties agreed were important.

FISCAL IMPACT: Section 6 of the Operation Agreement outlines the City's obligations. Staff does not anticipate any significant costs increase caused by renewal of this Agreement.

RECOMMENDATION: Staff recommends the City Council approve the attached resolution authorizing the City Manager to endorse the Operation Agreement between the City and Forest Grove Senior and Community Center, for the term stated in the Agreement and subject to the conditions of the Agreement (attached as Exhibit A), for renewal of occupancy of city-owned property.



Geographic Information Systems



Navigation: Washington County » GIS » Reports: Tax Maps Report 1S306AB02600 | Parcel Report 1S306AB02600 | A&T Report 1S306AB02600 |

General Information

- [interactive maps](#)
- [map gallery](#)
- [data catalog](#)
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- [gis introduction](#)
- [frequently asked questions](#)

Property Search

- [property / taxlot](#)
- [tax maps](#)
- [gps latitude / longitude](#)

Survey Search

Land Services

Building Services

= Content Restricted

Assessment & Taxation Report

General Property Information

Site Address:	2037 DOUGLAS ST. FORESTGROVE OR, 97116
Tax Lot ID:	1S306AB02600
Property Account ID:	R418060,
Property Classification:	9400
Neighborhood Code:	FGOT
Latitude / Longitude:	45.5204201 / 123.104249
Ownership Information:	FOREST GROVE, CITY OF PO BOX 326 FOREST GROVE, OR, 97116

Sales / Deed Information

Sale Date	Sale Instrument	Deed Type	Sale Price
			\$
			\$
			\$

Assessed Values for Account R418060

Roll Date:	09/21/2009
Taxcode:	015.19
Market Land Value:	\$0
Market Bldg Value:	\$0
Special Market Value:	\$0
Market Total Value:	\$0
Taxable Assessed Value:	\$0
Legal:	FOREST GROVE, TOWN OF Lot PTS 3-4 11
Lot Size:	Acres: N/A
Bldg Sq Ft:	0
Year Built:	N/A

Improvement Information

Total Improvement Value:	\$0
Plumbing	
Bedrooms	

Improvement Details

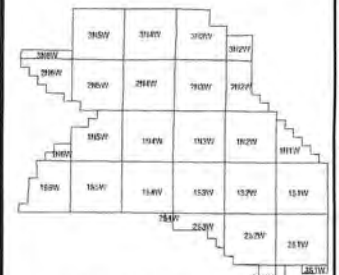
Description	Value	Square Feet
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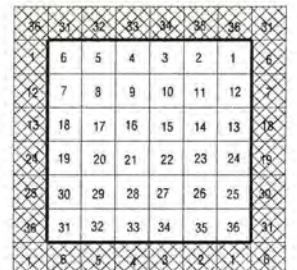
This page maintained by Washington County Technology Services. Need assistance with this page? [email us](#)

ELM STREET (5TH STREET)

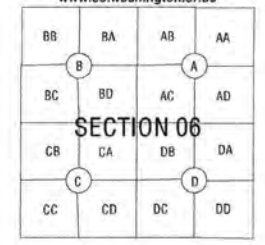
21ST AVENUE



SUPPLEMENTAL MAP NO. 1
 IN
 NW1/4 NE1/4 SECTION 06 T1S R3W W.M.
 WASHINGTON COUNTY OREGON
 SCALE 1" = 30'



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us



Assessment
CARTOGRAPHY
Taxation

PLOT DATE: January 24, 2008
 FOR ASSESSMENT PURPOSES
 ONLY - DO NOT RELY ON
 FOR OTHER USE

Map areas delineated by solid grey shading or a cross-hatched pattern are for reference only and may not reflect the actual current property boundaries. Please consult the appropriate map for the most current information.



February 24, 2010

Jeff Duyck, President
Forest Grove Senior and Community Center
PO Box 784
Forest Grove, OR 97116

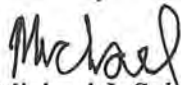
Dear Jeff:

Thank you for attending the City of Forest Grove City Council meeting on February 22, 2010. As you know, the City Council approved the lease between Northwest Impact (GAP) and the Senior Center Board. The Council also instructed me to notify the Senior Board that we are terminating the existing agreement between the Senior Center Board and the City of Forest Grove effective May 1, 2010. The primary reason we are terminating this contract is because there isn't any other provision in the existing agreement that allows us to renegotiate the terms in the agreement. The Council instructed me to work with the Board to update the existing Agreement with the Senior Board and bring it back for their consideration at the Council Meeting scheduled for April 26, 2010. It is possible that we could bring this agreement back to the Council at an earlier meeting, once we have reached agreement.

This agreement has not been modified in over 18 years and I think it will be beneficial for both the City and the Senior Board to reexamine the agreement, our relationship and explore ways we can build a stronger partnership and promote the best interest of our senior population. I want to thank you and the Senior Board for all your efforts to sort through the various issues you have faced this past year. I look forward to meeting with you to review and modify this agreement.

If you have any questions, please feel to give me a call at 503-992-3234 or email msykes@forestgrove-or.gov.

Sincerely,


Michael J. Sykes
City Manager



MEMORANDUM

TO: Linda Blow, Support Services Office Manager
FROM: Vergie Ries, City Manager Pro-Tem
DATE: September 23, 1998
SUBJECT: Payment to Senior Center for FY 1998-99

The Budget Committee approved a \$10,000 payment to the Senior Center for general operating expenses during their deliberations, and the City Council approved payment when the Budget was adopted in June 1998.

Please send a check in the above amount to the Forest Grove Senior Center, P.O. Box 784, Forest Grove, OR 97116. Charge to 01-062-5028200.

A handwritten signature in cursive script, reading "V. Ries".

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JU
FORES-3

DATE (MM/DD/YYYY)
05/24/06

RECEIVED
MAY 25 2006
FOREST GROVE ENGINEERING DEPT.

PRODUCER

WSC Insurance
PO Box 128 * 2000 Pacific Ave.
Forest Grove OR 97116
Phone: 503-357-3154 Fax: 503-716-1022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Forest Grove Senior Center Inc
Forest Grove Senior Center Inc
DBA Senior Guardianship
Assistance Program
PO Box 784
Forest Grove OR 97116

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **First National Ins. Co.**
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A X	GENERAL LIABILITY	02CE1327691	05/24/06	05/24/07	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10000
					PERSONAL & ADV INJURY	\$ 1000000
					GENERAL AGGREGATE	\$ 2000000
					PRODUCTS - COMP/OP AGG	\$ 2000000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
	OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is additional insured for operations of the named insured subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

FORES-6

City of Forest Grove
P O Box 326
Forest Grove OR 97116

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Judy Charles

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JU
FORES-3

DATE (MM/DD/YYYY)
05/02/05

PRODUCER Waltz Sheridan Crawford Inc. PO Box 128, 2000 Pacific Ave. Forest Grove OR 97116 Phone: 503-357-3154 Fax: 503-716-1022	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED Forest Grove Senior Center Inc Forest Grove Senior Center Inc DBA Senior Guardianship Assistance Program PO Box 784 Forest Grove OR 97116	INSURERS AFFORDING COVERAGE
	INSURER A: American States Insurance	19704
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	02WP068435-1	05/24/05	05/24/06	EACH OCCURRENCE	\$ 1000000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200000
					MED EXP (Any one person)	\$ 10000
					PERSONAL & ADV INJURY	\$ 1000000
					GENERAL AGGREGATE	\$ 2000000
					PRODUCTS - COMP/OP AGG	\$ 2000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is additional insured solely to the extent of liability for the insured's acts and omissions.

CERTIFICATE HOLDER City of Forest Grove P O Box 326 Forest Grove OR 97116	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Judy Charles
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AG-049

ACORD CERTIFICATE OF LIABILITY INSURANCE OP ID JU DATE (MM/DD/YY)
 FORES-3 05/28/03

PRODUCER
 Waltz Sheridan Crawford Inc.
 PO Box 128, 2000 Pacific Ave.
 Forest Grove OR 97116
 Phone: 503-357-3154 Fax: 503-716-1022

INSURED
 Forest Grove Senior Center Inc
 Lucille Warren
 PO Box 784
 Forest Grove OR 97116

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: **American States Insurance**
 INSURER B:
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	02WP0684359	05/24/03	05/24/04	EACH OCCURRENCE \$ 1000000
					FIRE DAMAGE (Any one fire) \$ 200000
					MED EXP (Any one person) \$ 10000
					PERSONAL & ADV INJURY \$ 1000000
					GENERAL AGGREGATE \$ 2000000
					PRODUCTS - COMP/OP AGG \$ 2000000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	02WP06843598	05/24/03	05/24/04	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: EA ACC \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER \$
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 For operations of the named insured subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER **N** ADDITIONAL INSURED; INSURER LETTER: CANCELLATION

FORES-6

City of Forest Grove
 P O Box 326
 Forest Grove OR 97116

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Judy Charles

ACORD CERTIFICATE OF LIABILITY INSURANCE

ESR SD
FORES-3

DATE (MM/DD/YY)
05/30/00

PRODUCER
Waltz Sheridan Crawford Inc.
PO Box 128, 2000 Pacific Ave.
Forest Grove OR 97116
Phone: 503-357-3154 Fax: 503-357-6327

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Forest Grove Senior Center Inc
Lucille Warren
PO Box 784
Forest Grove OR 97116

INSURER A: **American States Ins Co**
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	02WP0684356	05/24/00	05/24/01	EACH OCCURRENCE \$ 100000
	FIRE DAMAGE (Any one fire) \$ 200000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000				
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	02WP0684356	05/24/00	05/24/01	COMBINED SINGLE LIMIT (Ea accident) \$ 500000
	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$				
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate holder is additional insured as respects operations of the named insured subject to policy terms, conditions and exclusions

CERTIFICATE HOLDER **ADDITIONAL INSURED; INSURER LETTER:** CITYF-1
 City of Forest Grove
 PO Box 326
 Forest Grove OR 97116

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 Sharon Daffern *Sharon Daffern*

JOB INVOICE

5096

SHADETREE MECHANICAL, INC.

P.O. Box 769
2432 19th Avenue #A
FOREST GROVE, OR 97116

Phone 359-4776
Fax 359-0118



BILL TO:
CITY OF FOREST GROVE
ATTN: JEFF HECKSEL
PO BOX 326
FOREST GROVE, OR 97116

RECEIVED
 DEC 30 1997

PHONE _____ DATE OF ORDER 12/18/97
 ORDER TAKEN BY _____ CUSTOMER ORDER NUMBER
 KEVIN _____ PO#14286

DAY WORK CONTRACT EXTRA

JOB NAME / NUMBER
FOREST GROVE SR. CENTER
 JOB LOCATION
HEAT PUMP, EAST UNIT
 JOB PHONE _____ STARTING DATE
 357-2021 _____ 12/22/97

QUANTITY	MATERIAL	UNIT PRICE	AMOUNT	DESCRIPTION OF WORK
1.00	HEAT PUMP UNIT	1816.00	1,816.00	REPLACE OUT-DOOR SECTION OF HEAT PUMP SYSTEM WITH THE FOLLOWING "RUUD" EQUIPMENT: UPKA-048JAZ  5507M479709848   7 32384 06494 0
1.00	WALL STAT	122.00	122.00	
0.00	0.0	0.00	0.00	

O.K. FOR PAYMENT

VENDOR # _____
 FUND # 01
 DEPT. # 062
 BUDGET # 5028200

BY: J. Hecksel

OTHER CHARGES	AMOUNT
TOTAL OTHER	0.0

LABOR	HRS.	RATE	AMOUNT
INSTALL	4.00	58.00	232.0

TOTAL MATERIALS ▶ 1,938.00		TOTAL LABOR ▶ 232.0	
TERMS	DATE COMPLETED	TOTAL MATERIALS	1,938.0
DUE UPON RECIEPT	12/23/97	TOTAL OTHER	0.0
WORK ORDERED BY		TOTAL LABOR	232.0
LINDA EARLE, VERBAL		TAX	0.0
AUTHORIZED SIGNATURE		TOTAL ▶	2,170.0

I hereby acknowledge the satisfactory completion of the above described work.

TERMS AND CONDITIONS
Seller by Accepting this order agrees to the
following conditions of Purchase

1. **ACCEPTANCE.** Buyer recognizes that Seller may for operating convenience desire to utilize its own form in acknowledging this order, or otherwise acknowledge it than by simple acceptance. Therefore, it is agreed that any provision in the form of acceptance used which modifies, conflicts with, or contradicts any provision of this order shall be deemed to be waived. This order can be accepted only on the terms set forth hereon.
2. **AGREEMENT AND MODIFICATIONS.** The within purchase order and these conditions contain the entire agreement between Buyer and Seller and there are no prior or contemporaneous, oral, or written understandings or agreements binding on Buyer affecting the subject matter of the within order other than those expressly referred to therein. No agreement or other understanding in any way modifying the conditions of the contract resulting from the acceptance of the within order will be binding upon Buyer unless made in writing and signed by its authorized representative. Provided, however, that if the within purchase order is submitted pursuant to an existing contract between Buyer and Seller which has resulted from public bidding, the provisions of such contract shall govern in the event they may conflict with the provisions hereof.
3. **WARRANTY — PRICE.** This order must not be filled at prices higher than shown hereon without Buyer's approval.
4. **WARRANTY — PRODUCT.** Seller warrants that all goods and works shall conform exactly to specifications, drawings, and/or other description; free from any defects in material and workmanship and be merchantable, all goods received shall be subject to Buyer's inspection within a reasonable time (not less than ten (10) days) after receipt at the Buyer's warehouse. Buyer reserves the right to hold at Seller's risk or to return any goods which are not approved or do not comply with any condition hereof, and Seller will bear and reimburse Buyer for all expenditures incurred by Buyer in connection with any such goods so returned. Product substitutions of materials and supplies will not be allowed without prior consent in writing from Buyer.
5. **ASSIGNMENT.** (a) Seller may not assign this P.O. or any interest therein without prior written consent of Buyer except that claims for moneys due or to become due under the contract may be assigned to a bank, trust company, or other party providing financing without such consent. Buyer shall be furnished with two executed copies of any such assignment. Payment to an assignee of any such claim shall be subject to setoff or recoupment for any present or future claim or claims which Buyer may have against Seller except to the extent that any such claims are expressly waived in writing by Buyer. Buyer reserves the right to make direct settlements or adjustments in the price with Seller under terms of this contract notwithstanding any assignment of claims for moneys due or to become due hereunder and without notice to the assignee. (b) Seller shall obtain Buyer's written approval before subcontracting this P.O., components, or any portion hereof, provided, however, this limitation shall not apply to purchase by Seller of standard commercial supplies or raw materials. If Buyer approves subcontracting, Seller shall select subcontractors, including suppliers, on a competitive basis.
6. **DELIVERY TERMS, TITLE, AND RISK OF LOSS** F O B. destination, freight prepaid, unless delivery terms are specified otherwise. The title and risk of loss of goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery. The delivery date(s) stated is material, and any delay may result in additional costs to Buyer. However, the agreed schedule may be changed if the Buyer determines that the delay was due to unforeseeable causes beyond the control and without the fault or negligence of Seller and if Seller notifies Buyer in writing of the cause of such delay within a reasonable time from the beginning thereof or such longer period as Buyer may grant in writing.
7. **CHARGES AND FREIGHT.** No charges will be allowed for packaging, boxing, crating or cartage, except by specific agreement. All shipments must be prepaid.
8. **TERMINATION.** Buyer shall have the right to terminate this contract or order at any time by notice in writing. In the event of any termination (otherwise than for default of the Seller) if the Seller at the time of such termination shall have in stock or on firm order any raw, semi-processed, or completed materials for use in fulfilling this contract or order, then in the case of (1) completed materials the buyer may, at its option, either require delivery of all or part of the completed materials and make payment therefor at the contract price, or pay to the Seller the excess, if any, of the contract price over the market price at the time of termination; and in the case of (2) raw and semi-processed or partially completed materials, the Buyer may at its option, either require the Seller to complete and deliver all or part of said materials at the contract price, or the Buyer may pay to the Seller with respect to such raw and partially completed materials a proportion of the contract price based on the stage of completion of the materials and reduced by the value of the materials at such stage of completion, and in the case of (3) materials which the Seller has on firm order hereunder, the Buyer may pay the costs, if any, of setting or discharging the Seller's obligations under such order. In determining the amount so due to the Seller on account of inventories of, and commitments for, raw or semi-processed materials suitable for use in the fulfillment of the uncompleted portion of this contract or order, the total quantity of each type of material which the Seller has in stock or on firm order shall be determined and the amount of each shall be allocated on a pro rata basis to all of the Seller's outstanding and uncompleted orders in the completion of performance of which such material would be required, subject, however, to the limitation that the amount so allocated to this contract shall not exceed the amount necessary to perform the uncompleted portion of this contract.
9. **PATENTS.** Unless otherwise agreed in writing, Seller agrees to assume defense of any suit for infringement of patents brought against Buyer or its vendees, based upon the goods covered by this order constituting an infringement, and to indemnify Buyer and said vendees against any decree, costs, and/or attorney's fees in such suit.
10. **PERFORMANCE.** Failure of the Buyer to insist on strict performance or observance by the Seller of the within order or of these conditions or of Buyer's rights in any one or more instances shall not constitute a waiver by the Buyer of such performance, conditions, or rights either then or for the future.
11. **ATTORNEY'S FEES.** If Buyer consults or retains an attorney because of any failure by Seller to perform any obligation hereunder or because of any dispute with Seller as to the meaning of this agreement, regardless of whether or not litigation or other grievance procedures are commenced, Seller shall pay Buyer all attorney's fees so incurred by Buyer, both on trial and appeal if any.
12. **GOVERNING LAW AND JURISDICTION.** This P.O. is made pursuant to the laws of the State of Oregon and shall be construed, interpreted, and governed under such law.
Venue for any litigation arising with regard to the terms and conditions of this transaction or the performance or non-performance thereof shall lie in the Superior Court of the State of Oregon for Washington County.
13. **INVOICING.** All invoices must be received in our office by the last day of each month, otherwise payments may be delayed 30 days and all discounts allowed when payment is regularly due will be taken at that time.
14. **MATERIAL REQUIREMENTS.** The materials furnished hereunder shall conform to minimum specifications, standards, and/or requirements of R.E.A., O.S.H.A., A.N.S.I., N.F.P.A., I.P.C.E.A., N.E.M.A., A.S.T.M., A.E.I.C., where applicable.
15. **PRICING.** Must fall within Federal guidelines of wage and price control, if any, currently in force and effect.
16. **ERRORS AND OMISSIONS.** Buyer is not to be held responsible for stenographic or clerical mistakes.

TERMS AND CONDITIONS
Seller by Accepting this order agrees to the
following conditions of Purchase

1. **ACCEPTANCE.** Buyer recognizes that Seller may for operating convenience desire to utilize its own form in **acknowledging this order**, or otherwise acknowledge it than by simple acceptance. Therefore, it is agreed that any provision in the form of acceptance used which modifies, conflicts with, or contradicts any provision of this order shall be deemed to be waived. This order can be accepted only on the terms set forth hereon.
2. **AGREEMENT AND MODIFICATIONS.** The within purchase order and these conditions contain the entire agreement between Buyer and Seller and there are no prior or contemporaneous, oral, or written understandings or agreements binding on Buyer affecting the subject matter of the within order other than those expressly referred to therein. No agreement or other understanding in any way modifying the conditions of the contract resulting from the acceptance of the within order will be binding upon Buyer unless made in writing and signed by its authorized representative. Provided, however, that if the within purchase order is submitted pursuant to an existing contract between Buyer and Seller which has resulted from public bidding, the provisions of such contract shall govern in the event they may conflict with the provisions hereof.
3. **WARRANTY — PRICE.** This order must not be filled at prices higher than shown hereon without Buyer's approval.
4. **WARRANTY — PRODUCT.** Seller warrants that all goods and works shall conform exactly to specifications, drawings, and/or other description; free from any defects in material and workmanship and be merchantable, all goods received shall be subject to Buyer's inspection within a reasonable time (not less than ten (10) days) after receipt at the Buyer's warehouse. Buyer reserves the right to hold at Seller's risk or to return any goods which are not approved or do not comply with any condition hereof, and Seller will bear and reimburse Buyer for all expenditures incurred by Buyer in connection with any such goods so returned. Product substitutions of materials and supplies will not be allowed without prior consent in writing from Buyer.
5. **ASSIGNMENT.** (a) Seller may not assign this P.O. or any interest therein without prior written consent of Buyer except that claims for moneys due or to become due under the contract may be assigned to a bank, trust company, or other party providing financing without such consent. Buyer shall be furnished with two executed copies of any such assignment. Payment to an assignee of any such claim shall be subject to setoff or recoupment for any present or future claim or claims which Buyer may have against Seller except to the extent that any such claims are expressly waived in writing by Buyer. Buyer reserves the right to make direct settlements or adjustments in the price with Seller under terms of this contract notwithstanding any assignment of claims for moneys due or to become due hereunder and without notice to the assignee. (b) Seller shall obtain Buyer's written approval before subcontracting this P.O., components, or any portion hereof, provided, however, this limitation shall not apply to purchase by Seller of standard commercial supplies or raw materials. If Buyer approves subcontracting, Seller shall select subcontractors, including suppliers, on a competitive basis.
6. **DELIVERY TERMS, TITLE, AND RISK OF LOSS** F.O.B. destination, freight prepaid, unless delivery terms are specified otherwise. The title and risk of loss of goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery. The delivery date(s) stated is material, and any delay may result in additional costs to Buyer. However, the agreed schedule may be changed if the Buyer determines that the delay was due to unforeseeable causes beyond the control and without the fault or negligence of Seller and if Seller notifies Buyer in writing of the cause of such delay within a reasonable time from the beginning thereof or such longer period as Buyer may grant in writing.
7. **CHARGES AND FREIGHT:** No charges will be allowed for packaging, boxing, crating or cartage, except by specific agreement. All shipments must be prepaid.
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9. **PATENTS.** Unless otherwise agreed in writing, Seller agrees to assume defense of any suit for infringement of patents brought against Buyer or its vendees, based upon the goods covered by this order constituting an infringement, and to indemnify Buyer and said vendees against any decree, costs, and/or attorney's fees in such suit.
10. **PERFORMANCE.** Failure of the Buyer to insist on strict performance or observance by the Seller of the within order or of these conditions or of Buyer's rights in any one or more instances shall not constitute a waiver by the Buyer of such performance, conditions, or rights either then or for the future.
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13. **INVOICING.** All invoices must be received in our office by the last day of each month, otherwise payments may be delayed 30 days and all discounts allowed when payment is regularly due will be taken at that time.
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16. **ERRORS AND OMISSIONS.** Buyer is not to be held responsible for stenographic or clerical mistakes.

Proposal



STATE OF OREGON CONSTRUCTION CONTRACTORS BOARD. NO. 84048

Detail Roofing, Inc.

P.O. Box 331
Cornelius, OR 97113

PH: 357-5121
FAX: 357-0690

PROPOSAL SUBMITTED TO City of Forest Grove, ATTN Andrew Losli		PHONE	DATE 7-22-1997
STREET P.O. Box 326		JOB NAME Forest Grove Senior Center	
CITY, STATE AND ZIP CODE Forest Grove, Oregon 97116		JOB LOCATION 2037 Douglas, Forest Grove	
HOME PHONE (P) 870-5012	WORK PHONE	FAX	JOB PHONE

- 1) Furnish and install new standpipe and chimney base flashings.
- 2) Furnish and install new edge metal on entire perimeter.
- 3) Furnish and install new 25-year composition shingle roof system. Nailed, not stapled over the existing roofing materials.
- 4) Reuse exhaust vents and replace attic vents.
- 5) Install 90# rolled roofing in dead valleys.
- 6) Upon completion all work areas to be left clean and orderly.

5 Year Workmanship Warranty

Option: Furnish and install 25 year double laminate fiberglass composition roof system. Add an additional \$1,245.00 to the sum of this proposal. Please initial here if accepted. X AL

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Eight thousand twenty-five ***** dollars (\$ 8,025.00).

Payment to be made as follows:

Upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature [Signature]

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: 8/18/97

Signature [Signature]

Signature _____

INFORMATION NOTICE TO OWNERS ABOUT CONSTRUCTION LIENS

OREGON LAW REQUIRES YOUR CONTRACTOR TO GIVE YOU THIS NOTICE if your contract price exceeds \$1,000. The purpose of this notice is to explain the basics of the construction lien law and to help you protect yourself.

IF YOUR CONTRACTOR FAILS TO PAY SUBCONTRACTORS, MATERIAL SUPPLIERS OR LABORERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THOSE PEOPLE WHO ARE OWED MONEY CAN LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. THIS IS TRUE IF YOU:

HAVE HIRED a contractor to build a new home,
ARE BUYING a newly-built home,
ARE REMODELING or improving your property.

Under Oregon's laws, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

Persons who supply materials or labor ordered by your contractor are permitted by law to file a lien only if they have sent to you a Notice of the Right to Lien.

If you enter into a contract to buy a newly-built home or a partly-built home, you may not receive a Notice of the Right to Lien. Be aware that a lien may be claimed even though you have not received notice. You may want to ask your contractor or title insurance company about an ALTA title insurance policy based upon the receipt of lien waivers.

You have final responsibility for seeing that all bills are paid even if you have paid your contractor in full.

If you receive a Notice of the Right to Lien, take the Notice seriously. Let your contractor know you have received the Notice. Find out what arrangements are being made to pay the sender of the Notice.

WAYS TO PROTECT YOURSELF

- * If you are dealing with a lending institution, ask your loan officer what precautions the institution takes when disbursing mortgage money to your contractor to verify that subcontractors and material suppliers are being paid.
- * If you are paying your contractor directly, request a current statement of labor or materials provided to your property from each party that has sent you a Notice of the Right to Lien. You should make this request in writing and send it by certified mail. The party sending this Notice is required by law to respond to your request within 15 days from the date your letter is received.
- * Make your check payable jointly. Name the contractor and the subcontractor or supplier as payees.
- * Ask your contractor for a lien waiver from each party who has sent you a Notice of the Right to Lien.
- * Consider using the services of an escrow agent to protect your interests. Find out whether your escrow agent will protect you against liens when disbursing payments. If you are interested in this alternative, consult your attorney.

When in doubt or if you need more details, consult an attorney. When and how to pay your contractor is a decision to which you should give serious thought.

By signing this notice you are indicating that you have received this notice, have read it and understand it. Your signature does not, in any way, give your contractor or those who provide materials, labor or services any additional rights to place a lien on your property.

Job Site
Address: _____

This notice was furnished by:

This notice was received by:

contractor

property owner

If you find yourself in a "pay twice" situation, help may be available to you through the Builders Board. You may be able to file a claim with that agency.

For more details about the assistance available through the Builders Board, you may write to: **Builders Board, Department of Commerce, 403 Labor and Industries Building, Salem, Oregon 97310-0180.**

The material in this notice is not intended to be a complete analysis of the law (ORS Chapters 87 and 701).
For more detailed information, contact your attorney.



June 19, 1996

Mr. Hank March, Program Manager
Washington County Community Development
155 N. First Avenue
Suite 170
Hillsboro, OR 97124

RE: Forest Grove Senior Center Expansion

Dear Hank:

Forest Grove has been awaiting the outcome of our local tax base election before proceeding with the Senior Center expansion project. Our tax base measure passed in May, and we expected to get a request from the Senior Center thereafter.

At the June 10 meeting, the City Council accepted a letter from the Forest Grove Senior Center indicating they were no longer interested in pursuing expansion of their facility. The letter indicated the need for the expansion was not as great compared to other needs. Given this, the City will not be undertaking this Block Grant project.

If you have any questions, please give me a call.

Sincerely

A handwritten signature in black ink that reads "JEFF HECKSEL". The signature is written in a cursive, slightly slanted style.

Jeff Hecksel
Asst City Manager

cc: Bob Tiernan
Ivan Burnett

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

OP ID SD
FORES19

DATE (MM/DD/YY)
05/16/96

PRODUCER
Waltz Sheridan Crawford Inc.
PO Box 128, 2000 Pacific Ave.
Forest Grove OR 97116

Sharon Daffern
Phone No. 503-357-3154 Fax No. 503-357-6327

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	American States Ins Co
COMPANY B	
COMPANY C	
COMPANY D	

INSURED

Forest Grove Senior Center
P O Box 784
Forest Grove OR 97116

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	02WP0684352	05/24/96	05/24/97	GENERAL AGGREGATE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1000000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 500000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 500000
					FIRE DAMAGE (Any one fire) \$ 50000
					MED EXP (Any one person) \$ 5000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER \$
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
					EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Addl Insd-Lessor Premises

CERTIFICATE HOLDER

CITYF-1

City of Forest Grove
PO Box 326
Forest Grove OR 97116

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Sharon Daffern *Sharon Daffern*

TERMS AND CONDITIONS
Seller by Accepting this order agrees to the
following conditions of Purchase

1. **ACCEPTANCE.** Buyer recognizes that Seller may for operating convenience desire to utilize its own form in acknowledging this order, or otherwise acknowledge it than by simple acceptance. Therefore, it is agreed that any provision in the form of acceptance used which modifies, conflicts with, or contradicts any provision of this order shall be deemed to be waived. This order can be accepted only on the terms set forth hereon.
2. **AGREEMENT AND MODIFICATIONS.** The within purchase order and these conditions contain the entire agreement between Buyer and Seller and there are no prior or contemporaneous, oral, or written understandings or agreements binding on Buyer affecting the subject matter of the within order other than those expressly referred to therein. No agreement or other understanding in any way modifying the conditions of the contract resulting from the acceptance of the within order will be binding upon Buyer unless made in writing and signed by its authorized representative. Provided, however, that if the within purchase order is submitted pursuant to an existing contract between Buyer and Seller which has resulted from public bidding, the provisions of such contract shall govern in the event they may conflict with the provisions hereof.
3. **WARRANTY — PRICE.** This order must not be filled at prices higher than shown hereon without Buyer's approval.
4. **WARRANTY — PRODUCT.** Seller warrants that all goods and works shall conform exactly to specifications, drawings, and/or other description; free from any defects in material and workmanship and be merchantable. All goods received shall be subject to Buyer's inspection within a reasonable time (not less than ten (10) days) after receipt at the Buyer's warehouse. Buyer reserves the right to hold at Seller's risk or to return any goods which are not approved or do not comply with any condition hereof, and Seller will bear and reimburse Buyer for all expenditures incurred by Buyer in connection with any such goods so returned. Product substitutions of materials and supplies will not be allowed without prior consent in writing from Buyer.
5. **ASSIGNMENT.** (a) Seller may not assign this P.O. or any interest therein without prior written consent of Buyer except that claims for moneys due or to become due under the contract may be assigned to a bank, trust company, or other party providing financing without such consent. Buyer shall be furnished with two executed copies of any such assignment. Payment to an assignee of any such claim shall be subject to setoff or recoupment for any present or future claim or claims which Buyer may have against Seller except to the extent that any such claims are expressly waived in writing by Buyer. Buyer reserves the right to make direct settlements or adjustments in the price with Seller under terms of this contract notwithstanding any assignment of claims for moneys due or to become due hereunder and without notice to the assignee. (b) Seller shall obtain Buyer's written approval before subcontracting this P.O., components, or any portion hereof, provided, however, this limitation shall not apply to purchase by Seller of standard commercial supplies or raw materials. If Buyer approves subcontracting, Seller shall select subcontractors, including suppliers, on a competitive basis.
6. **DELIVERY TERMS, TITLE, AND RISK OF LOSS F.O.B. destination, freight prepaid, unless delivery terms are specified otherwise.** The title and risk of loss of goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery. The delivery date(s) stated is material, and any delay may result in additional costs to Buyer. However, the agreed schedule may be changed if the Buyer determines that the delay was due to unforeseeable causes beyond the control and without the fault or negligence of Seller and if Seller notifies Buyer in writing of the cause of such delay within a reasonable time from the beginning thereof or such longer period as Buyer may grant in writing.
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Forest Grove Senior Center, Inc.

P. O. BOX 784



2037 DOUGLAS STREET

FOREST GROVE, OR. 97116

Telephone 357-2021

December 27, 1995



Jeff Hecksel, Assistant Manager
City of Forest Grove
P.O. Box 26
Forest Grove OR 97116

Dear Jeff,

Enclosed are three bids for replacing the fire suppressant system in the kitchen at the Senior Center.

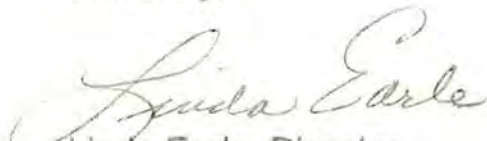
Graham's has been servicing the existing system for several years and has agreed to meet the low bid of \$855.00. If it meets with your approval, we would like Graham's to do the work.

We will schedule the work as soon as purchase orders have been issued.

I see one of the bidders mentioned a permit fee. Since the property is City owned, I would assume that isn't applicable.

Thanks very much for your help.

Sincerely,


Linda Earle, Director

LE/jd
Enclosures

GRAHAM'S FIRE EXTINGUISHER SERVICE
565 S. TARRYBROOKE PLACE
CORNELIUS, OR 97113
(503)359-4015

11/14/95

Forest Grove Senior Center
Attn: Linda Earl
2037 Douglas
Forest Grove, OR 97116

Dear Linda;

Following is A bid to remove and replace the existing fire system in your kitchen. Added at the bottom is an additional bid that will include the electrical work if you choose to have me do it.

Removal of old system & installation of new
Pyro-Chem Fire Suppression System: \$1,000.00

In addition to the above work, all electrical work
required to bring system up to current code: \$1,650.00

Quoted by A+J Elect -
TOTAL: \$2,650.00

If you have any questions, you can reach me at 359-4015 or at 320-2530 (cellular).

Thank you,



Robert J. Graham
Graham's Fire Extinguisher Service

METRO SAFETY & FIRE, INC.
7055 N.E. GLISAN
PORTLAND, OREGON 97213

231-2999

640-5832

QUOTATION

TO: FOREST GROVE SENIOR CENTER

DATE: OCTOBER 30, 1995

2037 DOUGLAS ST.

FOREST GROVE, OR. 97116

ATTENTION: LINDA 357-2021

QUANTITY	ITEM	UNIT PRICE	EXTENDED PRICE
1	<p>INSTALL UL-300 LISTED WET CHEMICAL FIRE SUPPRESSION SYSTEM OVER 36" ELECTRIC RANGE AND 36" ELECTRIC GRILL</p> <p>PRICE QUOTED INCLUDES ALL PARTS, LABOR AND TRIP TEST FOR THE FIRE SUPPRESSION SYSTEM. WE WILL PROVIDE A MICROSWITCH FOR THE ELETRIC SHUT DOWN OF APPLIANCES. THE REST OF THE ELECTRICAL WILL BE PREFORMED BY OTHERS.</p> <p>IF A PERMIT FEE IS CHARGED THEN THE COST OF THE PERMIT WILL BE ADDED TO THE ABOVE FIGURE.</p> <p>LINDA, I HOPE THAT THIS ADDRESSES ALL THE ISSUES FOR REPLACING YOU CURRENT SYSTEM WITH A NEW UL-300 LISTED WET FIRE SUPPRESSION SYSTEM. IF YOU HAVE ANY QUESTIONS, PLEASE CALL ME.</p> <p>SINCERELY,</p> <p>MARC CASEY, METRO SAFETY & FIRE, INC.</p>		\$855.00

SUBMITTED BY:

Marc Casey

ACCEPTED BY:



UNITED Fire, Health,
and Safety

4611 N.E. M.L. King Jr. Bv., Portland, Oregon 97211

Telephone: (503) 249-0771

November 16, 1995

Forest Grove Senior Center
P.O. Box 784
Forest Grove, OR 97166
Attn: Linda Earle

Dear Linda,

Here is the quote you requested. This quote includes removal of your current Safety First system and installation of an Amerex wet chemical system.

This price does not include any electrical work.

\$ 1247.00 plus the cost of the permit for installing the system.

If you have any questions about this quote or work to be done, please call me at 503-249-0771.

Thank you for your time.

Yours truly,

Ed Wallace
United Fire Health & Safety
FAX (503)249-0572



Proposal

PAGEL ELECTRIC, INC.
1927 21st Avenue
FOREST GROVE, OREGON 97116
(503) 357-4013 FAX 357-4522
CCB #21574

PROPOSAL SUBMITTED TO Forest Grove Senior Center		PHONE 357-2021	DATE 12/16/95
STREET 2037 Douglas St.		JOB NAME Fire Protection Equipment	
CITY, STATE and ZIP CODE Forest Grove Or 97116		JOB LOCATION Forest Grove Senior Center Kitchen	
ARCHITECT	DATE OF PLANS	Estimate by Ron K.	JOB PHONE

We hereby submit specifications and estimates for:

Supply and install contactors and associated equipment to work with new fire protection system installed by others.

Two ovens and one grill shall be supplied electrical power through electrical contact switches in such a way as to disconnect power in the event of fire system activation.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:
One Thousand Six Hundred Eighty-four dollars (\$ **1684.00**).

Payment to be made as follows:
Net 10 days

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature 

Note: This proposal may be withdrawn by us if not accepted within **Thirty** days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature _____



AG-049

October 23, 1995

Linda M. Earle
Forest Grove Senior Center
P.O. Box 784
Forest Grove, OR 97116

Dear Linda:

Thank you for bringing the issue regarding the fire suppression system to our attention. I have looked at our agreement and determined we will cover the cost to replace the fire suppression system in the kitchen at the Senior Center.

I appreciate your willingness to get quotes for the work. If possible, it would be best to get two other written quotes in addition to the one from Graham's Extinguisher Service. Once you have selected the vendor, please send me a copy of the written quote. I will complete a purchase order, authorize the work, and ensure payment is made.

If you have any questions, give me call at 359-3220.

Sincerely,

A handwritten signature in black ink that reads "JEFF HECKSEL". The signature is written in a cursive, slightly slanted style.

Jeff Hecksel
Asst City Manager

cc: Ivan Burnett, City Manager

FILE

Forest Grove Senior Center, Inc.

P. O. BOX 784



2037 DOUGLAS STREET

FOREST GROVE, OR. 97116

Telephone 357-2021



October 20, 1995

Ivan Burnett, Manager
City of Forest Grove
P.O. Box 326
Forest Grove OR 97116

Dear Ivan,

The fire suppression system in the kitchen of the Senior Center has been declared obsolete and we have been informed by the manufacturer they will no longer make replacement parts and the charge powder, nor do they have any in stock. The system is due a 6 year servicing which requires it to be discharged and certain parts replaced. Graham's Extinguisher Service has been doing the service work here for a number of years and has quoted \$950 to replace the system plus electrical to install a power shut off valve.

Will the City cover this? If so, do we need to get additional quotes?

Please let me know at your earliest convenience.

Thank you for your assistance.

Sincerely,

Linda M. Earle
Director

LME/jd

MEMORANDUM

TO: City Council
FROM: Connie L. Fessler, City Manager
DATE: October 22, 1992
SUBJECT: SENIOR CENTER AGREEMENT

Mayor Clark asked that this agreement be forwarded to Council and placed on the Council agenda.

10-26-92 Referred to future mtng - date uncertain.
No action taken.
(1/21/93) Item Never Reconsidered

AGREEMENT FOR OPERATION OF FOREST GROVE SENIOR CENTER

DATE: May 1, 1992

PARTIES: CITY OF FOREST GROVE, Oregon, a municipal corporation,
("Owner")

and

FOREST GROVE SENIOR CENTER, INC., an Oregon nonprofit
corporation, ("Operator")

THE PARTIES AGREE:

Section 1. Exclusive License. Owner grants to Operator an exclusive license to operate the Forest Grove Senior Center (described on the attached Exhibit A) for the term stated in this Agreement and subject to the conditions of this Agreement.

Section 2. Term of Occupancy. The term of this Agreement shall commence on the above date and shall continue for twelve (12) months.

Section 3. Renewal of Occupancy. This Agreement shall be automatically renewed for successive twelve (12) month terms unless written notice is given by either party to the other at least sixty (60) days prior to the annual anniversary date of the parties' intent to terminate this Agreement on the next anniversary date.

Section 4. Reports. Operator shall make written reports to Owner's City Manager regarding the operation of the Senior Center as requested by the City Manager.

Section 5. Obligations of Operator. Operator shall be obligated to pay or provide the following during the terms of this Agreement:

A. All taxes upon Operator's personal property on the premises, including fixtures;

B. All charges for heat, power, water, sewage and other services or utilities used by Operator in the premises;

C. All exterior grounds and landscaping maintenance and care, building interior cleaning and maintenance, and all supplies necessary for these operations;

D. All amounts which Operator is required to reimburse Owner for expenses incurred by Owner in discharging Operator's obligations, if any;

E. All other amounts which Operator is required to pay by any other provisions of this Agreement;

F. Any interior redecorating;

G. Any repairs necessitated by the negligence of Operator, Operator's agents, employees and invitees, except where the loss or damage could have been covered by a standard fire insurance policy with an extended coverage endorsement;

H. Ordinary maintenance of the heating and air conditioning system;

I. Any repairs or alterations required under Operator's obligation to comply with laws and regulations as set forth in subsection A of the section of this Agreement entitled USE OF PREMISES;

J. All other repairs to the premises which Owner is not specifically obligated to make.

Owner shall have the right to inspect the premises at any reasonable time to determine the necessity of repair.

Section 6. Obligations of Owner. The following shall be the obligation of Owner:

A. Structural repairs and maintenance and repairs necessitated by structural disrepair or defect;

B. Repair and maintenance, including painting, of the exterior walls and roof and exterior water, sewage, gas and electrical services up to the point of entry to the premises. This shall not include maintenance of the operating condition of doors and windows or replacement of glass unless maintenance or replacement of these items is necessitated by vandalism;

C. Repair of interior walls, ceilings, doors, windows, floors and floor coverings when such repairs are made necessary because of faulty construction or failure of Owner to keep the structure in proper repair;

D. Repair of the heating and air conditioning system other than ordinary maintenance;

E. All repairs or restoration made necessary by fire or other peril which could be covered by a standard fire insurance policy with an extended coverage endorsement or by reason of war, or by earthquake or other natural casualty, vandalism, malicious mischief and all other risks covered by Owner's property insurance in force at the time of loss.

Section 7. Use of Premises. The parties understand that the primary purpose for the construction of the Forest Grove Senior Center was to provide a physical facility for the providing of services to older citizens of the community. In connection with the use of the premises, Operator shall:

A. Conform to all applicable laws and regulations of any public authority affecting the use of premises and correct, at Operator's expense, any failure of compliance created through Operator's fault or by reason of Operator's use. Operator shall not otherwise be required to make expenditures to comply with any laws or regulations, and in no event shall Operator be required to make any structural changes to effect such compliance;

B. Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate or would prevent Owner from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Owner to obtain reduced premium rates for long-life fire insurance policies, unless the Operator pays the additional cost of the insurance;

C. Refrain from any use which would be reasonably offensive to Owner, other tenants or owners or users of adjoining premises or which would tend to create a nuisance or damage the reputation of the premises.

Section 8. Alterations. Operator shall make no improvements or alterations on the premises of any kind without the prior consent in writing of Owner, which consent shall not be unreasonably withheld.

All improvements and alterations performed on the premises by either Owner or Operator shall be the property of Owner when installed unless the applicable Owner's consent or worksheets specifically provide otherwise.

Section 9. Damage and Destruction. If the premises are partially damaged or destroyed, the property shall be repaired as follows:

A. If the damage is caused by a risk which would be covered by a standard fire insurance policy with an endorsement for extended coverage, repair shall be at the expense of Owner whether or not the damage occurred as the result of fault on the part of Operator;

B. If the damage occurred from a risk which would not be covered by insurance of the kind described in A above, repairs shall be at the expense of Owner unless the damage was the result of the fault of Operator, in which case Operator shall have the obligation to repair;

C. In any event, repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of the party responsible.

Section 10. Liability to Third Persons. Except with respect to activities for which Owner is responsible, Operator shall pay as due all claims for work done on and for services rendered or materials furnished to the premises and shall keep the premises free from any liens.

Operator shall indemnify and defend Owner from any claim, loss or liability arising out of or related to any activity of Operator on the premises. Operator's duty to indemnify shall not apply to or prevent any claim by Operator against Owner for injury or damage to Operator or Operator's property for which Owner may be liable.

During the term of this Agreement, Operator shall procure and thereafter during the term of this Agreement shall continue to carry the following insurance at Operator's cost with Owner named as an additional insured:

Public liability and property damage insurance in a responsible company with a combined single limit of not less than \$500,000.00. Certificates evidencing such insurance and bearing endorsements require ten (10) days' written notice to Owner prior to any change or cancellation shall be maintained.

Section 11. Insurance. Owner shall keep the premises insured at its full insurable value at Owner's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Such insurance shall not insure Operator's separate property on the premises against such risks.

The parties shall obtain, from their respective insurance carriers, waivers of subrogation against the other party, its agents, employees and, as to Operator, its invitees. Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement if such insurance was obtainable at the time of such loss or damage. The party benefiting from a waiver of subrogation clause in an insurance policy shall pay any additional premium required to obtain such a clause within ten (10) days after being notified by the other party of such additional cost unless the benefiting party can obtain such insurance without the additional cost from another insurance carrier satisfactory to the first party.

Section 12. Assignment and Sublease. No part of the premises may be assigned or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means by Operator without the prior written consent of Owner.

Operator shall have the right to make the premises available to third persons or organizations and shall have the right to retain all fees and charges resulting from the use of the premises by third persons or organizations.

Section 13. Termination. This Agreement shall terminate at the end of the initial term or such additional terms as may be agreed upon between the parties or upon termination by one of the parties under the section of this Agreement entitled RENEWAL OF OCCUPANCY.

This Agreement shall terminate earlier if at any time Operator breaches any of the terms of this Agreement. Such breach shall be specified by Owner to Operator in writing and Operator shall have sixty (60) days within which to cure such breach or such additional period of time as may be agreed upon by Owner in writing. If the breach has not been remedied within the time specified in this Section, notice of termination may be given by Owner to Operator in writing at any time after the date upon which such breach should have been remedied. The notice of termination shall specify a date by which Operator shall surrender the premises which date shall not be sooner than ten (10) days from the date of notice of termination.

Operator shall have the same right to terminate this Agreement upon a breach of this Agreement by Owner in the same manner and subject to the same conditions as are set forth in the immediately preceding paragraph.

Section 14. Surrender at Expiration.

14.1 Condition of Premises. Upon expiration of the term or earlier termination on account of default, Operator shall deliver all keys to Owner and surrender the leased premises in first-class condition and broom clean. Alterations constructed with permission from Owner shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the premises were let need not be restored, but all repair for which Operator is responsible shall be completed to the latest practical date prior to such surrender. Operator's obligations under this Section shall be subordinate to the section of this Agreement entitled DAMAGE AND DESTRUCTION.

14.2 Fixtures.

14.2.1 All fixtures placed upon the premises during the term of this Agreement, other than Operator's trade fixtures, shall, at Owner's option, become the property of Owner. Movable furniture, decorations, floor coverings other than hard surface bonded or adhesively fixed flooring, curtains, blinds, furnishings and trade fixtures shall remain the property of Operator if placed on the premises by Operator.

14.2.2 If Owner so elects, Operator shall remove any or all fixtures which would otherwise remain the property of Owner, and shall repair any physical damage resulting from the removal. If Operator fails to remove such fixtures, Owner may do so and charge the cost to Operator with interest at nine percent (9%) per annum from the date of expenditure. Operator shall remove all furnishings, furniture and trade fixtures which remain the property of Operator. If Operator fails to do so, this shall be an abandonment of the property, and Owner may retain the property and all rights of Operator with respect to it shall cease or, by notice in writing given to Operator within twenty (20) days after removal was required, Owner may elect to hold Operator to its obligation of removal. If Owner elects to require Operator to remove, Owner may effect a removal and place the property in public storage for Operator's account. Operator shall be liable to Owner for the cost of removal, transportation to storage, and storage, with interest at nine percent (9%) per annum on all such expenses from the date of expenditure by Owner.

14.2.2 The time for removal of any property or fixtures which Operator is required to remove from the premises upon termination shall be as follows:

A. On or before the date the Agreement terminates because of expiration of the original or a renewal term or because of default;

B. Within thirty (30) days after notice from Owner requiring such removal where the property to be removed is a fixture which Operator is not required to remove except after such notice by Owner, and such date would fall after the date on which Operator would be required to remove other property.

Section 15. Miscellaneous.

15.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

15.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees both on trial and appeal, if any.

15.3 Succession. Subject to the above-stated limitations on transfer of Operator's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successor and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate on the day and year first above written.

OWNER:

CITY OF FOREST GROVE, Oregon,
a municipal corporation

By: Connie L. Fessler
Connie Fessler, City Manager

OPERATOR:

FOREST GROVE SENIOR CENTER, INC.,
an Oregon nonprofit corporation,

By: William L. Cook
PRES. 10-15-92

DAVID G. FROST
THOMAS W. KOHL

FROST & KOHL
ATTORNEYS AT LAW
217 E. MAIN STREET
P.O. Box 586
HILLSBORO, OREGON 97123-0586

Fax (503) 648-7216
TELEPHONE
(503) 640-2661

August 7, 1992

Ms. Ellen Bump
1421 Rosearden Drive
Forest Grove, Oregon 97116



Dear Ellen:

Enclosed are two copies of the Senior Center Lease. I have added the subrogation clause under "Section 11. INSURANCE" as you requested.

When the Agreement has been signed by the Senior Center, I suggest that you send both copies to Ivan for execution by the City.

Very truly yours,

FROST & KOHL

David G. Frost

DGF:kl

Enclosures

cc: Ivan Burnett ✓

AGREEMENT FOR OPERATION OF FOREST GROVE SENIOR CENTER

DATE: May 1, 1992

PARTIES: CITY OF FOREST GROVE, Oregon, a municipal corporation,
("Owner")

and

FOREST GROVE SENIOR CENTER, INC., an Oregon nonprofit
corporation, ("Operator")

THE PARTIES AGREE:

Section 1. Exclusive License. Owner grants to Operator an exclusive license to operate the Forest Grove Senior Center (described on the attached Exhibit A) for the term stated in this Agreement and subject to the conditions of this Agreement.

Section 2. Term of Occupancy. The term of this Agreement shall commence on the above date and shall continue for twelve (12) months.

Section 3. Renewal of Occupancy. This Agreement shall be automatically renewed for successive twelve (12) month terms unless written notice is given by either party to the other at least sixty (60) days prior to the annual anniversary date of the parties' intent to terminate this Agreement on the next anniversary date.

Section 4. Reports. Operator shall make written reports to Owner's City Manager regarding the operation of the Senior Center as requested by the City Manager.

Section 5. Obligations of Operator. Operator shall be obligated to pay or provide the following during the terms of this Agreement:

A. All taxes upon Operator's personal property on the premises, including fixtures;

B. All charges for heat, power, water, sewage and other services or utilities used by Operator in the premises;

C. All exterior grounds and landscaping maintenance and care, building interior cleaning and maintenance, and all supplies necessary for these operations;

D. All amounts which Operator is required to reimburse Owner for expenses incurred by Owner in discharging Operator's obligations, if any;

E. All other amounts which Operator is required to pay by any other provisions of this Agreement;

F. Any interior redecorating;

G. Any repairs necessitated by the negligence of Operator, Operator's agents, employees and invitees, except where the loss or damage could have been covered by a standard fire insurance policy with an extended coverage endorsement;

H. Ordinary maintenance of the heating and air conditioning system;

I. Any repairs or alterations required under Operator's obligation to comply with laws and regulations as set forth in subsection A of the section of this Agreement entitled USE OF PREMISES;

J. All other repairs to the premises which Owner is not specifically obligated to make.

Owner shall have the right to inspect the premises at any reasonable time to determine the necessity of repair.

Section 6. Obligations of Owner. The following shall be the obligation of Owner:

A. Structural repairs and maintenance and repairs necessitated by structural disrepair or defect;

B. Repair and maintenance, including painting, of the exterior walls and roof and exterior water, sewage, gas and electrical services up to the point of entry to the premises. This shall not include maintenance of the operating condition of doors and windows or replacement of glass unless maintenance or replacement of these items is necessitated by vandalism;

C. Repair of interior walls, ceilings, doors, windows, floors and floor coverings when such repairs are made necessary because of faulty construction or failure of Owner to keep the structure in proper repair;

D. Repair of the heating and air conditioning system other than ordinary maintenance;

E. All repairs or restoration made necessary by fire or other peril which could be covered by a standard fire insurance policy with an extended coverage endorsement or by reason of war, or by earthquake or other natural casualty, vandalism, malicious mischief and all other risks covered by Owner's property insurance in force at the time of loss.

Section 7. Use of Premises. The parties understand that the primary purpose for the construction of the Forest Grove Senior Center was to provide a physical facility for the providing of services to older citizens of the community. In connection with the use of the premises, Operator shall:

A. Conform to all applicable laws and regulations of any public authority affecting the use of premises and correct, at Operator's expense, any failure of compliance created through Operator's fault or by reason of Operator's use. Operator shall not otherwise be required to make expenditures to comply with any laws or regulations, and in no event shall Operator be required to make any structural changes to effect such compliance;

B. Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate or would prevent Owner from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Owner to obtain reduced premium rates for long-life fire insurance policies, unless the Operator pays the additional cost of the insurance;

C. Refrain from any use which would be reasonably offensive to Owner, other tenants or owners or users of adjoining premises or which would tend to create a nuisance or damage the reputation of the premises.

Section 8. Alterations. Operator shall make no improvements or alterations on the premises of any kind without the prior consent in writing of Owner, which consent shall not be unreasonably withheld.

All improvements and alterations performed on the premises by either Owner or Operator shall be the property of Owner when installed unless the applicable Owner's consent or worksheets specifically provide otherwise.

Section 9. Damage and Destruction. If the premises are partially damaged or destroyed, the property shall be repaired as follows:

A. If the damage is caused by a risk which would be covered by a standard fire insurance policy with an endorsement for extended coverage, repair shall be at the expense of Owner whether or not the damage occurred as the result of fault on the part of Operator;

B. If the damage occurred from a risk which would not be covered by insurance of the kind described in A above, repairs shall be at the expense of Owner unless the damage was the result of the fault of Operator, in which case Operator shall have the obligation to repair;

C. In any event, repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of the party responsible.

Section 10. Liability to Third Persons. Except with respect to activities for which Owner is responsible, Operator shall pay as due all claims for work done on and for services rendered or materials furnished to the premises and shall keep the premises free from any liens.

Operator shall indemnify and defend Owner from any claim, loss or liability arising out of or related to any activity of Operator on the premises. Operator's duty to indemnify shall not apply to or prevent any claim by Operator against Owner for injury or damage to Operator or Operator's property for which Owner may be liable.

During the term of this Agreement, Operator shall procure and thereafter during the term of this Agreement shall continue to carry the following insurance at Operator's cost with Owner named as an additional insured:

Public liability and property damage insurance in a responsible company with a combined single limit of not less than \$500,000.00. Certificates evidencing such insurance and bearing endorsements require ten (10) days' written notice to Owner prior to any change or cancellation shall be maintained.

Section 11. Insurance. Owner shall keep the premises insured at its full insurable value at Owner's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Such insurance shall not insure Operator's separate property on the premises against such risks.

The parties shall obtain, from their respective insurance carriers, waivers of subrogation against the other party, its agents, employees and, as to Operator, its invitees. Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement if such insurance was obtainable at the time of such loss or damage. The party benefiting from a waiver of subrogation clause in an insurance policy shall pay any additional premium required to obtain such a clause within ten (10) days after being notified by the other party of such additional cost unless the benefiting party can obtain such insurance without the additional cost from another insurance carrier satisfactory to the first party.

Section 12. Assignment and Sublease. No part of the premises may be assigned or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means by Operator without the prior written consent of Owner.

Operator shall have the right to make the premises available to third persons or organizations and shall have the right to retain all fees and charges resulting from the use of the premises by third persons or organizations.

Section 13. Termination. This Agreement shall terminate at the end of the initial term or such additional terms as may be agreed upon between the parties or upon termination by one of the parties under the section of this Agreement entitled RENEWAL OF OCCUPANCY.

This Agreement shall terminate earlier if at any time Operator breaches any of the terms of this Agreement. Such breach shall be specified by Owner to Operator in writing and Operator shall have sixty (60) days within which to cure such breach or such additional period of time as may be agreed upon by Owner in writing. If the breach has not been remedied within the time specified in this Section, notice of termination may be given by Owner to Operator in writing at any time after the date upon which such breach should have been remedied. The notice of termination shall specify a date by which Operator shall surrender the premises which date shall not be sooner than ten (10) days from the date of notice of termination.

Operator shall have the same right to terminate this Agreement upon a breach of this Agreement by Owner in the same manner and subject to the same conditions as are set forth in the immediately preceding paragraph.

Section 14. Surrender at Expiration.

14.1 Condition of Premises. Upon expiration of the term or earlier termination on account of default, Operator shall deliver all keys to Owner and surrender the leased premises in first-class condition and broom clean. Alterations constructed with permission from Owner shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the premises were let need not be restored, but all repair for which Operator is responsible shall be completed to the latest practical date prior to such surrender. Operator's obligations under this Section shall be subordinate to the section of this Agreement entitled DAMAGE AND DESTRUCTION.

14.2 Fixtures.

14.2.1 All fixtures placed upon the premises during the term of this Agreement, other than Operator's trade fixtures, shall, at Owner's option, become the property of Owner. Movable furniture, decorations, floor coverings other than hard surface bonded or adhesively fixed flooring, curtains, blinds, furnishings and trade fixtures shall remain the property of Operator if placed on the premises by Operator.

14.2.2 If Owner so elects, Operator shall remove any or all fixtures which would otherwise remain the property of Owner, and shall repair any physical damage resulting from the removal. If Operator fails to remove such fixtures, Owner may do so and charge the cost to Operator with interest at nine percent (9%) per annum from the date of expenditure. Operator shall remove all furnishings, furniture and trade fixtures which remain the property of Operator. If Operator fails to do so, this shall be an abandonment of the property, and Owner may retain the property and all rights of Operator with respect to it shall cease or, by notice in writing given to Operator within twenty (20) days after removal was required, Owner may elect to hold Operator to its obligation of removal. If Owner elects to require Operator to remove, Owner may effect a removal and place the property in public storage for Operator's account. Operator shall be liable to Owner for the cost of removal, transportation to storage, and storage, with interest at nine percent (9%) per annum on all such expenses from the date of expenditure by Owner.

14.2.2 The time for removal of any property or fixtures which Operator is required to remove from the premises upon termination shall be as follows:

A. On or before the date the Agreement terminates because of expiration of the original or a renewal term or because of default;

B. Within thirty (30) days after notice from Owner requiring such removal where the property to be removed is a fixture which Operator is not required to remove except after such notice by Owner, and such date would fall after the date on which Operator would be required to remove other property.

Section 15. Miscellaneous.

15.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

15.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees both on trial and appeal, if any.

15.3 Succession. Subject to the above-stated limitations on transfer of Operator's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successor and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate on the day and year first above written.

OWNER:

CITY OF FOREST GROVE, Oregon,
a municipal corporation

By: Connie L. Fessler
Connie Fessler, City Manager

OPERATOR:

FOREST GROVE SENIOR CENTER, INC.,
an Oregon nonprofit corporation,

By: William L. Cook
PRES. 10-15-92

AGREEMENT FOR OPERATION OF FOREST GROVE SENIOR CENTER

DATE: May 1, 1992

PARTIES: CITY OF FOREST GROVE, Oregon, a municipal corporation,
("Owner")

and

FOREST GROVE SENIOR CENTER, INC., an Oregon nonprofit
corporation, ("Operator")

THE PARTIES AGREE:

Section 1. Exclusive License. Owner grants to Operator an exclusive license to operate the Forest Grove Senior Center (described on the attached Exhibit A) for the term stated in this Agreement and subject to the conditions of this Agreement.

Section 2. Term of Occupancy. The term of this Agreement shall commence on the above date and shall continue for twelve (12) months.

Section 3. Renewal of Occupancy. This Agreement shall be automatically renewed for successive twelve (12) month terms unless written notice is given by either party to the other at least sixty (60) days prior to the annual anniversary date of the parties' intent to terminate this Agreement on the next anniversary date.

Section 4. Reports. Operator shall make written reports to Owner's City Manager regarding the operation of the Senior Center as requested by the City Manager.

Section 5. Obligations of Operator. Operator shall be obligated to pay or provide the following during the terms of this Agreement:

A. All taxes upon Operator's personal property on the premises, including fixtures;

B. All charges for heat, power, water, sewage and other services or utilities used by Operator in the premises;

C. All exterior grounds and landscaping maintenance and care, building interior cleaning and maintenance, and all supplies necessary for these operations;

D. All amounts which Operator is required to reimburse Owner for expenses incurred by Owner in discharging Operator's obligations, if any;

E. All other amounts which Operator is required to pay by any other provisions of this Agreement;

F. Any interior redecorating;

G. Any repairs necessitated by the negligence of Operator, Operator's agents, employees and invitees, except where the loss or damage could have been covered by a standard fire insurance policy with an extended coverage endorsement;

H. Ordinary maintenance of the heating and air conditioning system;

I. Any repairs or alterations required under Operator's obligation to comply with laws and regulations as set forth in subsection A of the section of this Agreement entitled USE OF PREMISES;

J. All other repairs to the premises which Owner is not specifically obligated to make.

Owner shall have the right to inspect the premises at any reasonable time to determine the necessity of repair.

Section 6. Obligations of Owner. The following shall be the obligation of Owner:

A. Structural repairs and maintenance and repairs necessitated by structural disrepair or defect;

B. Repair and maintenance, including painting, of the exterior walls and roof and exterior water, sewage, gas and electrical services up to the point of entry to the premises. This shall not include maintenance of the operating condition of doors and windows or replacement of glass unless maintenance or replacement of these items is necessitated by vandalism;

C. Repair of interior walls, ceilings, doors, windows, floors and floor coverings when such repairs are made necessary because of faulty construction or failure of Owner to keep the structure in proper repair;

D. Repair of the heating and air conditioning system other than ordinary maintenance;

E. All repairs or restoration made necessary by fire or other peril which could be covered by a standard fire insurance policy with an extended coverage endorsement or by reason of war, or by earthquake or other natural casualty, vandalism, malicious mischief and all other risks covered by Owner's property insurance in force at the time of loss.

Section 7. Use of Premises. The parties understand that the primary purpose for the construction of the Forest Grove Senior Center was to provide a physical facility for the providing of services to older citizens of the community. In connection with the use of the premises, Operator shall:

A. Conform to all applicable laws and regulations of any public authority affecting the use of premises and correct, at Operator's expense, any failure of compliance created through Operator's fault or by reason of Operator's use. Operator shall not otherwise be required to make expenditures to comply with any laws or regulations, and in no event shall Operator be required to make any structural changes to effect such compliance;

B. Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate or would prevent Owner from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Owner to obtain reduced premium rates for long-life fire insurance policies, unless the Operator pays the additional cost of the insurance;

C. Refrain from any use which would be reasonably offensive to Owner, other tenants or owners or users of adjoining premises or which would tend to create a nuisance or damage the reputation of the premises.

Section 8. Alterations. Operator shall make no improvements or alterations on the premises of any kind without the prior consent in writing of Owner, which consent shall not be unreasonably withheld.

All improvements and alterations performed on the premises by either Owner or Operator shall be the property of Owner when installed unless the applicable Owner's consent or worksheets specifically provide otherwise.

Section 9. Damage and Destruction. If the premises are partially damaged or destroyed, the property shall be repaired as follows:

A. If the damage is caused by a risk which would be covered by a standard fire insurance policy with an endorsement for extended coverage, repair shall be at the expense of Owner whether or not the damage occurred as the result of fault on the part of Operator;

B. If the damage occurred from a risk which would not be covered by insurance of the kind described in A above, repairs shall be at the expense of Owner unless the damage was the result of the fault of Operator, in which case Operator shall have the obligation to repair;

C. In any event, repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of the party responsible.

Section 10. Liability to Third Persons. Except with respect to activities for which Owner is responsible, Operator shall pay as due all claims for work done on and for services rendered or materials furnished to the premises and shall keep the premises free from any liens.

Operator shall indemnify and defend Owner from any claim, loss or liability arising out of or related to any activity of Operator on the premises. Operator's duty to indemnify shall not apply to or prevent any claim by Operator against Owner for injury or damage to Operator or Operator's property for which Owner may be liable.

During the term of this Agreement, Operator shall procure and thereafter during the term of this Agreement shall continue to carry the following insurance at Operator's cost with Owner named as an additional insured:

Public liability and property damage insurance in a responsible company with a combined single limit of not less than \$500,000.00. Certificates evidencing such insurance and bearing endorsements require ten (10) days' written notice to Owner prior to any change or cancellation shall be maintained.

Section 11. Insurance. Owner shall keep the premises insured at its full insurable value at Owner's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Such insurance shall not insure Operator's separate property on the premises against such risks.

The parties shall obtain, from their respective insurance carriers, waivers of subrogation against the other party, its agents, employees and, as to Operator, its invitees. Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement if such insurance was obtainable at the time of such loss or damage. The party benefiting from a waiver of subrogation clause in an insurance policy shall pay any additional premium required to obtain such a clause within ten (10) days after being notified by the other party of such additional cost unless the benefiting party can obtain such insurance without the additional cost from another insurance carrier satisfactory to the first party.

Section 12. Assignment and Sublease. No part of the premises may be assigned or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means by Operator without the prior written consent of Owner.

Operator shall have the right to make the premises available to third persons or organizations and shall have the right to retain all fees and charges resulting from the use of the premises by third persons or organizations.

Section 13. Termination. This Agreement shall terminate at the end of the initial term or such additional terms as may be agreed upon between the parties or upon termination by one of the parties under the section of this Agreement entitled RENEWAL OF OCCUPANCY.

This Agreement shall terminate earlier if at any time Operator breaches any of the terms of this Agreement. Such breach shall be specified by Owner to Operator in writing and Operator shall have sixty (60) days within which to cure such breach or such additional period of time as may be agreed upon by Owner in writing. If the breach has not been remedied within the time specified in this Section, notice of termination may be given by Owner to Operator in writing at any time after the date upon which such breach should have been remedied. The notice of termination shall specify a date by which Operator shall surrender the premises which date shall not be sooner than ten (10) days from the date of notice of termination.

Operator shall have the same right to terminate this Agreement upon a breach of this Agreement by Owner in the same manner and subject to the same conditions as are set forth in the immediately preceding paragraph.

Section 14. Surrender at Expiration.

14.1 Condition of Premises. Upon expiration of the term or earlier termination on account of default, Operator shall deliver all keys to Owner and surrender the leased premises in first-class condition and broom clean. Alterations constructed with permission from Owner shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the premises were let need not be restored, but all repair for which Operator is responsible shall be completed to the latest practical date prior to such surrender. Operator's obligations under this Section shall be subordinate to the section of this Agreement entitled DAMAGE AND DESTRUCTION.

14.2 Fixtures.

14.2.1 All fixtures placed upon the premises during the term of this Agreement, other than Operator's trade fixtures, shall, at Owner's option, become the property of Owner. Movable furniture, decorations, floor coverings other than hard surface bonded or adhesively fixed flooring, curtains, blinds, furnishings and trade fixtures shall remain the property of Operator if placed on the premises by Operator.

14.2.2 If Owner so elects, Operator shall remove any or all fixtures which would otherwise remain the property of Owner, and shall repair any physical damage resulting from the removal. If Operator fails to remove such fixtures, Owner may do so and charge the cost to Operator with interest at nine percent (9%) per annum from the date of expenditure. Operator shall remove all furnishings, furniture and trade fixtures which remain the property of Operator. If Operator fails to do so, this shall be an abandonment of the property, and Owner may retain the property and all rights of Operator with respect to it shall cease or, by notice in writing given to Operator within twenty (20) days after removal was required, Owner may elect to hold Operator to its obligation of removal. If Owner elects to require Operator to remove, Owner may effect a removal and place the property in public storage for Operator's account. Operator shall be liable to Owner for the cost of removal, transportation to storage, and storage, with interest at nine percent (9%) per annum on all such expenses from the date of expenditure by Owner.

14.2.2 The time for removal of any property or fixtures which Operator is required to remove from the premises upon termination shall be as follows:

A. On or before the date the Agreement terminates because of expiration of the original or a renewal term or because of default;

B. Within thirty (30) days after notice from Owner requiring such removal where the property to be removed is a fixture which Operator is not required to remove except after such notice by Owner, and such date would fall after the date on which Operator would be required to remove other property.

Section 15. Miscellaneous.

15.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

15.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees both on trial and appeal, if any.

15.3 Succession. Subject to the above-stated limitations on transfer of Operator's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their respective successor and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate on the day and year first above written.

OWNER:

CITY OF FOREST GROVE, Oregon,
a municipal corporation

By: Connie L. Fessler
Connie Fessler, City Manager

OPERATOR:

FOREST GROVE SENIOR CENTER, INC.,
an Oregon nonprofit corporation,

By: Merlin L. Cook
PRES. 10-15-92



January 2, 1992

Ms. Connie Fessler
City Manager
City of Forest Grove
Forest Grove, Oregon 97116

Dear Ms. Fessler:

Acting as a committee appointed by the Board of Directors of the Forest Grove Senior Center, we have gone over the existing lease under which the Center has been operating.

Since a renewal of that lease is over due, we felt that since the original lease was written when the Center property was being transferred to the City, and so much of the material in that lease seems not to be applicable, it might be just aseasy to have a new lease and incorporate only those matters which are presently relevant.

The Committee comprising Roy Seeborg, Helene Stites, Harold Meyer and Ellen Bump, have put together some of the items which they felt might be incorporated in a new lease, and are submitting them herewith:

1. The paragraph entitled "occupancy" should probably be renamed as "Term of Lease", and also should incorporate the conditions for renewal for an additional term.
2. Since the Center is not making cash payments for its occupany of the premises, it occurred to us that in order for the lease to have validity, and not be questioned at some future time, that the Center is a non-profit community organization, and our services to the community should act in lieu of a monetary payment. The City Attorney could best be the judge of that.
3. On page 2 there is a paragraph entitled "semi-annual reports" and we thought that this should be mandatory annually at the option of the City, and not make it obligatory upon reports being made by the Center. It could be simplified if a form were presented to the Director of the Center, and she complete it by merely filling in the blanks.
4. We thought that the matter of the use of the premises, the alterations, damage and destruction could all be incorporated into one paragraph. The matter of the insurance coverage required might be set forth more simply.

City Manager

page 2

January 2, 1992

If you would like to meet with the Committee, or some of the members, we would be glad to meet with you. If the City Attorney wants to make a new lease and submit it to our Board, we will be glad to go over it, and try to come to a finalization of the matter.

Yours very truly,

A handwritten signature in cursive script, appearing to read "E. P. Band".

On behalf of the Committee

Forest Grove Senior Center, Inc.

P. O. BOX 784



2037 DOUGLAS STREET

FOREST GROVE, OR. 97116

Telephone 357-2021

February 9, 1983

Ivan Burnett
Director Support Services
City of Forest Grove
P.O. Box 326
Forest Grove, OR 97116

Dear Ivan:

At its regular meeting Monday, February 7, 1983 the Forest Grove Senior Center Board of Directors voted to renew the Occupancy Agreement with the City as it is written. Should the City wish to make modifications in the Agreement, the Board naturally would wish to review these.

I'm also enclosing our semi-annual report to the City which should have been in your hands by January 31, 1983. I apologize for the oversight.

Sincerely,

A handwritten signature in cursive script that reads "Linda". The signature is written in dark ink and is positioned above the printed name.

Linda Earle
Director

LE/br

Forest Grove Senior Center, Inc

RECEIVED
NOV - 5 1982

P. O. BOX 784



2037 DOUGLAS STREET

CITY OF FOREST GROVE

FOREST GROVE, OR. 97116

Telephone 357-2021

November 3, 1982

Connie Fessler
Acting City Manager
P.O. Box 326
Forest Grove, OR 97116

Dear Connie:

This letter will serve to notify the City of the Forest Grove Senior Center's desire to renew the Occupancy Agreement executed between the City and the Center June 11, 1979.

We also wish to advise that the exterior siding of the original building is badly in need of re-staining or painting.

Sincerely,

Helene H. Stites
President, Board of Directors

HS/br



December 11, 1979

Mr. Hank March
Acting Program Director
Urban County Community Development Block Grant Program
Office of Community Development
207 S. E. Oak Street
Hillsboro, Oregon 97123

Dear Hank,

At the regular council meeting of the City of Forest Grove on December 10, 1979, the City Council indicated to Mr. Verne Walker of the Forest Grove Senior Center, Inc. that their proposal, while an important priority in the City of Forest Grove, could not at this time be numerically prioritized since other potential projects had not been given the opportunity locally to compete for Community Development Block Grant funds.

I trust this clarifies the City of Forest Grove's relationship with this project as of this date.

Sincerely,

A handwritten signature in black ink that reads "Daniel F. Durig". The signature is written in a cursive, flowing style.

Daniel F. Durig
City Manager

DFD:jj
cc: Harold McDowell, HUD
City Council

AGREEMENT FOR OPERATION OF FOREST GROVE SENIOR CENTER

THIS AGREEMENT, Made and entered into this 11th day of June, 1979, between the CITY OF FOREST GROVE, Oregon, a municipal corporation, hereinafter referred to as owner, and FOREST GROVE SENIOR CENTER, INC., an Oregon nonprofit corporation, hereinafter referred to as operator.

The parties agree to the following recitals:

1. Owner has applied for and received a Community Development Block Grant for the development and construction of the Forest Grove Senior Center. The grant was approved in October of 1977 by the United States Department of Housing and Urban Development.

2. Operator purchased the property described in this lease under a contract dated October 27, 1976, as to Parcels I through V which are shown on the attached Exhibit A and subject to a mortgage in favor of the Forest Grove National Bank dated November 29, 1976 as to Parcel VI described on the attached Exhibit A.

3. The terms of the approved Community Development Block Grant required owner to be in title to the property and operator, on July 27, 1978, transferred its interest in the property to owner and owner paid the balance due upon the contract and mortgage mentioned above.

4. Operator acknowledges that it neither has nor makes any claim of ownership of any kind or nature to the real property which is the subject of this agreement and is currently known as the Forest Grove Senior Center.

Based upon the above recitals and the mutual covenants and agreements contained herein, owner grants to operator an exclusive license to operate the Forest Grove Senior Center (which is described on the attached Exhibit A) for the term stated in this agreement and subject to the conditions of this agreement.

OCCUPANCY:

The term of this agreement shall commence on the first day of the month following the month within which owner finally accepts the construction of the Senior Center from the contractor constructing the project and shall continue for 60 months from the date of the beginning of the term.

RENEWAL OF OCCUPANCY:

Owner agrees to discuss with operator an extension of this agreement for an additional term. Operator shall notify owner in writing of its desire to renew this agreement prior to

the first day of the forty-second month of the initial term of the agreement. Thereafter, owner, acting through the city manager of the City of Forest Grove or his designee, and operator, acting through a designated agent, shall meet to discuss the renewal of this agreement and the terms and conditions of renewal. Agreement for renewal shall be reached by the last day of the forty-eighth month of the initial term of this agreement. If agreement has not been made, operator shall vacate the premises by the last day of the initial term of the agreement pursuant to SURRENDER AT EXPIRATION.

SEMIANNUAL REPORTS:

Operator shall make written reports to owner's city manager regarding the operation of the Senior Center every six months. The written reports shall be received in the office of the city manager within 30 days of the end of each six-month period.

OBLIGATIONS OF OPERATOR:

Operator shall be obligated to pay or provide the following during the terms of this agreement:

- a. All taxes upon operator's personal property on the premises, including fixtures.
- b. All charges for heat, light, power, water, sewage and other services or utilities used by Tenant in the premises.
- c. All exterior grounds and landscaping maintenance and care, building interior cleaning and maintenance, and shall provide all supplies necessary for these operations.
- d. All amounts which operator is required to reimburse owner for expenses incurred by owner in discharging operator's obligations, if any.
- e. All other amounts which operator is required to pay by any other provision of this lease.
- f. Any interior redecorating.
- g. Any repairs necessitated by the negligence of operator, operator's agents, employes and invitees, except where the loss or damage could have been covered by a standard fire insurance policy with an extended coverage endorsement.
- h. Ordinary maintenance of the heating and air conditioning system.
- i. Any repairs or alterations required under operator's obligation to comply with laws and regulations as set forth in subsection a. of the section of this lease entitled USE OF PREMISES.

- j. All other repairs to the premises which owner is not specifically obligated to make.

Owner shall have the right to inspect the premises at any reasonable time to determine the necessity of repair. Whether or not such inspection is made, the duty of the owner to make repairs as provided for in this agreement shall not mature until a reasonable time after owner has received notice from operator that repairs are required. Such notice shall be followed promptly by a written description of the scope and extent of damages and the repairs perceived to be necessary. Operator shall keep a written record of damage and actions initiated to repair damage and shall submit a copy of such record to owner at the end of each calendar month.

OBLIGATIONS OF OWNER:

The following shall be the obligation of owner:

- a. Structural repairs and maintenance and repairs necessitated by structural disrepair or defect.
- b. Repair and maintenance, including painting, of the exterior walls and roof and exterior water, sewage, gas and electrical services up to the point of entry to the premises. This shall not include maintenance of operating condition of doors and windows or replacement of glass unless maintenance or replacement of these items is necessitated by vandalism.
- c. Repair of interior walls, ceilings, doors, windows, floors and floor coverings when such repairs are made necessary because of faulty construction or failure of the owner to keep the structure in proper repair.
- d. Repair of the heating and air conditioning system other than ordinary maintenance.
- e. All repairs or restoration made necessary by fire or other peril which could be covered by a standard fire insurance policy with an extended coverage endorsement or by reason of war, or by earthquake or other natural casualty, vandalism, malicious mischief and all other risks covered by owner's property insurance in force at the time of loss.

USE OF PREMISES:

The parties understand that the primary purpose for the construction of the Forest Grove Senior Center was to provide a physical facility for the providing of services to elderly people of the community including, but not limited to, a daily meal program, a home delivered meal program, social and recreational activities, educational activities and assistance with transportation programs. In connection with the use of the premises, operator shall:

- a. Conform to all applicable laws and regulations of any public authority affecting the premises and the use and correct at operator's expense any failure of compliance created through operator's fault or by reason of operator's use. Operator shall not otherwise be required to make expenditures to comply with any laws or regulations, and in no event shall operator be required to make any structural changes to effect such compliance.
- b. Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rate or would prevent owner from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing owner to obtain reduced premium rates for long-life fire insurance policies, unless the operator pays the additional cost of the insurance.
- c. Refrain from any use which would be reasonably offensive to the owner, other tenants or owners or users of adjoining premises or which would tend to create a nuisance or damage the reputation of the premises.

ALTERATIONS:

Operator shall make no improvements or alterations on the premises of any kind without the prior consent in writing of the owner, which consent shall not be unreasonably withheld.

All improvements and alterations performed on the premises by either owner or operator shall be the property of owner when installed unless the applicable owner's consent or work sheets specifically provide otherwise.

DAMAGE AND DESTRUCTION:

If the premises are partially damaged or destroyed, the property shall be repaired as follows:

- (a) If the damage is caused by a risk which would be covered by a standard fire insurance policy with an endorsement for extended coverage, repair shall be at the expense of the owner whether or not the damage occurred as the result of fault on the part of the operator.
- (b) If the damage occurred from a risk which would not be covered by insurance of the kind described in (a) above, repairs shall be at the expense of the owner unless the damage was the result of the fault of the operator, in which case the operator shall have the obligation to repair.

(c) In any event repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of the party responsible.

LIABILITY TO THIRD PERSONS:

Except with respect to activities for which the owner is responsible, the operator shall pay as due all claims for work done on and for services rendered or material furnished to the premises and shall keep the premises free from any liens. If operator fails to pay any such claims or to discharge any lien, owner may do so. The amount paid by owner shall bear interest at the rate of 9% per annum from the date expended by owner and shall be payable on demand. Such action by owner shall not constitute a waiver of any right or remedy which owner may have on account of operator's default.

Operator may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay so long as owner's property interests are not jeopardized. If a lien claim is filed as a result of nonpayment, operator shall, within 30 days after knowledge of the filing, secure the discharge of the lien or deposit with owner cash or a sufficient corporate surety bond or other security satisfactory to owner in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue as a result of a foreclosure or sale under the lien.

Operator shall indemnify and defend owner from any claim, loss or liability arising out of or related to any activity of operator on the premises. Operator's duty to indemnify shall not apply to or prevent any claim by operator against owner for injury or damage to operator or operator's property for which owner may be liable.

During the term of this agreement, Owner shall procure and thereafter during the term of this lease shall continue to carry the following insurance at operator's cost with owner named as an additional insured:

Public liability and property damage insurance in a responsible company with limits of not less than \$300,000 for injury to persons in one occurrence, and \$100,000 for damage to property. Certificates evidencing such insurance and bearing endorsements requiring 10 days' written notice to owner prior to any change or cancellation shall be furnished to owner prior to operator's occupancy of the property.

INSURANCE:

Owner shall keep the premises insured at its full insurable value at owner's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Such insurance shall not insure operator's separate property on the premises against such risks.

The parties shall obtain from their respective insurance carriers waivers of subrogation against the other party, its agents, employes and, as to operator, invitees. Neither party shall be liable to the other for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement if such insurance was obtainable at the time of such loss or damage. The party benefiting from a waiver of subrogation clause in an insurance policy shall pay any additional premium required to obtain such a clause within 10 days after being notified by the other party of such additional cost unless the benefiting party can obtain such insurance without the additional cost from another insurance carrier satisfactory to the first party.

ASSIGNMENT AND SUBLEASE:

No part of the leased property may be assigned, mortgaged or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means by operator without the prior written consent of owner. This provision shall apply to all transfers by operation of law and transfers to and by trustees in bankruptcy, receivers, administrators, executors, and legatees. No consent in one instance shall prevent the provision from applying to a subsequent instance. The owner shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances.

Operator shall have the right to make the premises available to third persons or organizations and shall have the right to retain all fees and charges resulting from the use of the premises by third persons or organizations. However, with respect to third parties whose use would not be associated with the use of the property, as that concept is defined in the paragraph entitled "USE OF PREMISES," operator shall adhere to owner's policies for the use of city facilities by third persons or organizations including, but not limited to, the schedule for fees and charges. Specifically, the fees to be charged by operator for the use of the Forest Grove Senior center by third persons or organizations shall be the fees specified by the City of Forest Grove from time to time, for the use of the Forest Grove Light and Power Department auditorium. Where applicable in such policy, operator shall be substituted for the City of Forest Grove for the use of the premises and operator shall assume all obligations of the city set forth in such policies, but such policies shall not apply to the extent that their reasonable interpretation would make them inapplicable to the use of the Forest Grove Senior Center.

TERMINATION:

This agreement shall terminate at the end of the initial term or such additional terms as may be agreed upon between the parties in accordance with this agreement.

This agreement shall terminate earlier if at any time operator breaches any of the terms of this agreement. Such breach shall be specified by owner to operator in writing and operator shall have 60 days within which to cure such breach or such additional period of time as may be agreed upon by owner in writing. If the breach has not been remedied within the time specified in this section, then notice of termination may be given by owner to tenant in writing at any time after the date upon which such breach should have been remedied. The notice of termination shall specify a date by which operator shall surrender the premises which date shall not be sooner than 10 days from the date of notice of termination.

Operator shall have the same right to terminate this agreement upon a breach of this agreement by owner in the same manner and subject to the same conditions as are set forth in the immediately preceding paragraph.

SURRENDER AT EXPIRATION:

Condition of Premises. Upon expiration of the term or earlier termination on account of default, operator shall deliver all keys to the owner and surrender the leased premises in first-class condition and broom clean. Alterations constructed with permission from the owner shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the premises were let need not be restored, but all repair for which the operator is responsible shall be completed to the latest practical date prior to such surrender. The operator's obligations under this paragraph shall be subordinate to the provisions of the section of this agreement entitled DAMAGE AND DESTRUCTION.

Fixtures.

(a) All fixtures placed upon the premises during the term, other than operator's trade fixtures, shall, at the owner's option, become the property of the owner. Movable furniture, decorations, floor coverings other than hard surface bonded or adhesively fixed flooring, curtains, blinds, furnishing and trade fixtures shall remain the property of the operator if placed on the premises by operator.

(b) If the owner so elects, the operator shall remove any or all fixtures which would otherwise remain the property of the owner, and shall repair any physical damage resulting from the removal. If the operator fails to remove such fixtures, the owner may do so and charge the cost to operator with interest at 9% per annum from the date of expenditure. The operator shall remove

all furnishings, furniture and trade fixtures which remain the property of the operator. If the operator fails to do so, this shall be an abandonment of the property, and the owner may retain the property and all rights of the operator with respect to it shall cease or, by notice in writing given to operator within 20 days after removal was required, the owner may elect to hold the operator to his obligation of removal. If the owner elects to require the operator to remove, the owner may effect a removal and place the property in public storage for the operator's account. The operator shall be liable to the owner for the cost of removal, transportation to storage, and storage, with interest at 9% per annum on all such expenses from the date of expenditure by owner.

(c) The time for removal of any property or fixtures which the operator is required to remove from the premises upon termination shall be as follows:

(1) On or before the date the agreement terminates because of expiration of the original or a renewal term or because of default.

(2) Within 30 days after notice from the owner requiring such removal where the property to be removed is a fixture which the operator is not required to remove except after such notice by the owner, and such date would fall after the date on which the operator would be required to remove other property.

Holdover. If the operator does not vacate the premises at the time required, the owner shall have the option to treat the operator as an operator from month to month, subject to all of the provisions of this agreement except the provisions for term and removal. Failure of the operator to remove fixtures, furniture, furnishings or trade fixtures which the operator is required to remove under this agreement shall constitute a failure to vacate to which this paragraph shall apply if the property not removed will substantially interfere with occupancy of the premises by another operator or with occupancy by the owner for any purpose including preparation for a new operator.

If a month-to-month tenancy results from a holdover by the operator under this paragraph, the tenancy shall be terminable at the end of any monthly period on written notice from the owner given not less than 10 days prior to the termination date which shall be specified in the notice. Operator waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy.

MISCELLANEOUS:

Nonwaiver. Waiver by either party of strict performance of any provision of this agreement shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this agreement, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees both on trial and appeal, if any.

Succession. Subject to the above-stated limitations on transfer of operator's interest, this agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

IN WITNESS WHEREOF, The parties have executed this instrument in duplicate on the day and year first hereinabove written.

Owner:

CITY OF FOREST GROVE, Oregon,
a municipal corporation

By

James Geo. Hills
James Geo. Hills, Mayor

By

Daniel F. Durig
Daniel F. Durig, City Manager

APPROVED AS TO FORM
[Signature]
CITY ATTORNEY

Operator:

FOREST GROVE SENIOR CENTER, INC.,
an Oregon corporation

By

[Signature]
H. D. Anders

PARCEL I:

Beginning at the Northwest corner of Block 11 in the town (now city) of Forest Grove, County of Washington, State of Oregon; running thence South 50 feet; thence East 145 feet; thence North 50 feet; thence West 145 feet to the place of beginning, being a part of Lot 3, Block 11.

PARCEL II:

Beginning at a point on the West line of Block 11, Forest Grove, 300 feet North of the Southwest corner of said Block 11; running thence East 185 feet; thence North parallel with the West line of said Block 11, 50 feet; thence West 185 feet; thence South 50 feet to the place of beginning, in Washington County, Oregon.

PARCEL III:

Beginning at a point 257 feet North of the Southwest corner of Block 11, in the City of Forest Grove, Oregon; and running thence North 43 feet; thence East 100 feet; thence South 43 feet; thence West 100 feet to the point of beginning, all in Block 11, Forest Grove, Oregon.

PARCEL IV:

Beginning at a point 200 feet North of the Southwest corner of Block 11 in the City of Forest Grove, in Washington County, Oregon; and running thence North 50 feet; thence East 100 feet; thence South 50 feet; thence West 100 feet to the point of beginning, being parts of Lots 3 and 4, Block 11; and the South 7 feet of the following described tract; Beginning at a point 250.0 feet North of the Southwest corner of Block 11 in the City of Forest Grove; thence running North 50.0 feet; thence East 100.0 feet; thence South 50.0 feet; thence West 100.0 feet to the point of beginning, being part of Lot 3, Block 11, in Forest Grove, Washington County, Oregon.

PARCEL V:

Commencing at a point 100 feet North of the Southwest corner of Block 11 in the City of Forest Grove; and running thence North 100 feet; thence East 100 feet; thence South 100 feet; thence West 100 feet to the place of beginning, EXCEPTING THEREFROM the South 40.0 feet thereof.

PARCEL VI:

The following described property situated in the City of Forest Grove, County of Washington and State of Oregon, described as follows: Commencing at a point 100 feet East of the Southwest corner of Lot 4, Block 11 in the City of Forest Grove; and running thence North 300.0 feet; thence East 100.0 feet; thence South 300.0 feet; thence West 100.0 to the place of beginning. EXCEPT the South 100 feet of even width.

City of Forest Grove

1924 COUNCIL STREET
P.O. Box 326
FOREST GROVE, OREGON 97116

January 2, 1979

REPORT ON AGREEMENT BETWEEN CITY OF FOREST GROVE AND FOREST GROVE SENIOR CENTER, INC.

BACKGROUND As 1979 begins, construction is nearing completion on the City of Forest Grove's new senior center. By mid-March the \$200,000+ structure will be complete and ready for occupancy. In anticipation of that date the attached agreement has been prepared for execution by the City of Forest Grove (as owner), and the Forest Grove Senior Center, Inc. (as tenant and operator of the center). With both parties following the terms of this agreement Forest Grove citizens can be reasonably assured the new building will reach its potential as a working, successful senior center - with maximum involvement by Forest Grove Senior Center, Inc., and minimum day-to-day involvement by the City of Forest Grove.

THE AGREEMENT The fact that a written agreement is before you is not unusual; anytime two separate organizations join together to undertake a new enterprise some agreement must be made, preferably in writing. It is simply a good business-like arrangement to have both parties understand what is expected of them, what the other party is responsible for, and what the immediate future holds. A written agreement with fixed responsibilities allows each organization to examine its needs, its capabilities, and plan ahead for what is required.

The questions in this particular case are why no rent is to be returned to the City of Forest Grove during the term of the agreement, and how the length of the agreement was established.

The answers lie in the desire to recognize the contribution made to this project by Forest Grove Senior Center, Inc. Converted to monetary terms, the contribution can be fixed at approximately \$40,000. This is derived from the following:

LAND:	\$35,703	(the difference between the site's appraised value of \$92,000 and the Senior Center, Inc. selling price of \$56,297)
CONCRETE:	750	(for a sidewalk being added to the site)
MISC.:	3,547	(for future fixed donations such as interior paint, landscaping, and unidentified items)
TOTAL	\$40,000.	

With this much invested in the project it is only fair to recognize the contribution and equitably return it.

One of two methods is commonly used in determining commercial building rent. 1) A fixed price per square foot of building; and 2) a fixed percent per month of the total building and site value. When applied to this project, which has been conservatively valued at \$294,000 (building and site improvements of \$202,000 and land at \$92,000), the rates in use in the Forest Grove/Hillsboro area produce the following monthly building rent rates.

1. \$.50 per square foot, with 5325 square feet in building
5325
x.50

\$2,662.50 per month x 12 months = \$31,950 per year.
Using this method the \$40,000 contribution would equal 1.25 year's rent.

2. 1% of building and site value per month
Building and Site value = \$294,000
Less contribution 40,000
\$254,000

\$254,000 x .01 per month = \$2540 x 12 months = \$30,480 per year.

Using this method the \$40,000 contribution would equal 1.31 year's rent.

By applying the figures in the computations above, and rounding upward to two full years, the Forest Grove Senior Center, Inc.'s contribution is fully recognized and acknowledged. From a practical point of view, 24 months provides a comfortable length of time for both parties to the agreement to adjust to and perform the lease requirements.

THE FUTURE Near the end of the two year period the City of Forest Grove and the Forest Grove Senior Center, Inc. should carefully evaluate each others performance, review the strengths and weaknesses of the agreement, and discuss its modification and/or extension.