

City of Sherwood, Oregon

Resolution No. 99-810

A RESOLUTION EXTENDING THE OPERATING AGREEMENT FOR THE SHERWOOD SENIOR CENTER, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Sherwood Senior Center currently provides an invaluable service to the community with programs like meals-on-wheels and the noon-time lunch program; and,

WHEREAS, the Sherwood Senior Center operates out of a city-owned facility by way of an operating agreement; and,

WHEREAS, it is necessary to renew that operating agreement on an annual basis.

NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:

Section 1: The City Manager – Pro Tem is hereby authorized to sign and extend the operating agreement, attached as Exhibit “A”, between the Sherwood Senior Center and the City of Sherwood for an additional year through June 30, 2000.

Section 2: This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 10th day of August 1999.

Walt Hitchcock
Walt Hitchcock, Mayor

Table with 2 columns: Name, Aye, Nay. Rows: Whiteman, Franklin, Krause, Cottle, Hitchcock. All Aye boxes are checked.

ATTEST:
C. L. Wiley, City Recorder

**AGREEMENT FOR OPERATION OF
THE SHERWOOD SENIOR/COMMUNITY CENTER**

THIS AGREEMENT, made and entered into this 19 day of January, 1993, between the CITY OF SHERWOOD, Oregon, a municipal corporation, hereinafter referred to as "City", and SHERWOOD SENIOR CITIZENS, INC., an Oregon nonprofit corporation, hereinafter referred to as "Seniors".

Section 1. GENERALLY:

Based upon the terms and conditions contained in this Agreement, City grants to Seniors a license to provide services, activities and programs for the benefit of senior citizens and other community members within, and on the grounds of, the Sherwood Senior/Community Center, 855 North Sherwood Boulevard, hereinafter referred to as "Center". Seniors acknowledge that it neither has nor makes any claim of ownership of any kind or nature to the real property that constitutes the Center. Ownership of any personal property kept and used at the Center shall be as per Exhibit A and the terms of this Agreement.

Section 2. TERM:

This Agreement may be reviewed and renewed annually at the beginning of each fiscal year through June 30, 1995 by mutual written consent of both parties.

Section 3. REPORTS AND INFORMATION:

A. Required Annual Information. At least once every twelve (12) months, Seniors shall provide a written report to City regarding the operation of the Center. Within thirty (30) days of this effective date of this Agreement, Seniors shall provide City with the materials listed in Section 3.A.1-5 and 3.C. Thereafter, a complete annual report shall be provided to the City no later than September 1 of each calendar year. The annual report shall include, but is not limited to:

1. The final Center budget for the preceding fiscal year and the adopted budget for the current fiscal year.
2. Listing of the Center's current regular full and part-time employees, their job titles, and job descriptions; and current copies of Center's personnel rules and policies.

3. Names, addresses and telephone numbers of the Seniors corporate officers and board of directors, and a copy of Seniors' most current bylaws and articles of incorporation.
 4. Explanation and/or copies of any current outside contracts and arrangements for services or funding at the Center, and copies of the most current reports and/or audits prepared by Seniors for such outside contracts or funding.
 5. Copies of all insurance policies carried by Seniors.
 6. A catalog of the activities and services provided in the Center for the prior year that benefitted senior citizens and other community residents and groups, including records of attendance, if available.
 7. An updated inventory of any personal property housed at the Center as per Section 4.F of this Agreement, whether City, Seniors or third-party owned. Notwithstanding this clause, it is highly preferable that the inventory be updated on an ongoing basis as new property is acquired.
 8. Other information explaining the operation of the Center, as the Seniors deem appropriate and useful to provide the City.
- B. Optional Information. Seniors may include in the annual report, but are not required to do so, information on other events and activities at the Center primarily of a private benefit rather than a public service, such as receptions, parties, service group meetings, and the like.
- C. Audit. Seniors shall have prepared and provide to City an annual audit, at such time as the audit is normally available.
- D. Ongoing Information. Seniors shall provide copies to the City of any financial records, insurance documents, contracts, correspondence, claims, personnel records, and like documents, relevant to the operation of the Center and the best business interests of the City, as such documents are received or developed by Seniors. Seniors shall also provide a copy of Seniors' board of directors meeting minutes to City on a monthly basis.
- E. Information on Demand. In addition, City shall be provided on demand any of the materials, information, and documents listed in this Section.

Section 4. OBLIGATIONS OF SENIORS:

A. Performance Obligations. Seniors shall be obligated to accomplish the following during the term of this Agreement, except as specifically otherwise provided by Section 5 of this Agreement. For the purposes of this Agreement, "routine cleaning, repair, operation and maintenance" is defined as cleaning, sweeping, and disinfecting Center's facilities; minor patching, touch-up painting; and repairing of walls, doors, windows, fixtures, and the like; regular and annual preventative service of all fixtures and appliances in the Center regardless of ownership; any replacement of "disposable" items such as light bulbs, toilet paper, and the like; and all other activities not specifically cited as an obligation of the City under Section 5 of this Agreement. Any obligation of Seniors as per this Section is limited by the provisions of Section 5.A.7.

1. Routine interior Center cleaning, repair, operation and maintenance, and all supplies necessary for these activities.
2. Routine cleaning, repair, operation and maintenance of any fixtures, appliances, or other personal property owned by City, but regularly used by Seniors in the operation of Center.
3. Routine cleaning, repair, operation and maintenance of Center's water, storm water, sanitary sewer, natural gas, electrical, cable television, and other utilities up to the point of exit from Center, provided however that this obligation does not extend to line breaks and like failures, unless necessitated by negligence or accidents caused by the Seniors, Seniors' agents, employees, invitees, or third-party users.
4. Interior redecorating or remodeling of Center, unless said work is required by City.
5. Cleaning, repairs, maintenance and replacement to Center, its grounds, appurtenant structures, fixtures and utilities, whether deemed routine or major, necessitated by negligence or accidents caused by the Seniors, Seniors' agents, employees, invitees, or third-party users, or by Seniors' failure to meet obligation as per Section 4.A.1-3 of this Agreement.

6. Repairs, alterations or additions to Center required under Seniors' obligation to comply with certain laws and regulations as set forth in Sections 4.C and 6 of this Agreement.
7. Cleaning, repair, maintenance, and replacement, whether deemed routine or major, of any facility, fixture, appliance, or other personal property at the Center that is owned by the Seniors as per Exhibit A or the terms of this Agreement.
8. Other routine cleaning, repairs, operations, maintenance or replacement to Center which City is not specifically obligated to make.

B. Payment Obligations. Seniors shall be obligated to pay or obtain the following during the term of this Agreement, except as specifically otherwise provided by Section 5 of this Agreement.

1. Taxes upon Seniors' personal property at Center, including fixtures and appliances.
2. Charges for electric, natural gas, cable television, and all other services and utilities used by Seniors at Center, except for water, sanitary sewer, and storm water charges.
3. Amounts which Seniors are required to reimburse City for expenses incurred by City in discharging Seniors' obligations, if any, and all other amounts which Seniors are required to pay by any other provision of this Agreement.
4. Casualty and liability insurance as per Section 8 of this Agreement.

C. Other Obligations. In connection with the use of Center, Seniors shall also:

1. Comply with all applicable local, State, Federal and other laws and regulations affecting the Center and its use, and correct, at Seniors' expense, any failure of compliance with said laws and regulations created through Seniors' fault or use. Provided, however, in no event shall Seniors be required to make any structural changes to Center to affect compliance with such laws or regulations.

2. Refrain from any activity which would make it impossible to obtain casualty and/or liability insurance for the Center or would unreasonably, in the City's determination, increase insurance rates.
 3. Refrain from any use or activity which would be unreasonably offensive to the City, third party users, or owners of adjoining premises, or which would tend to create a nuisance or damage the reputation of the Center.
 4. Provide for regular and full representation before, and liaison with, the Washington County Department of Aging, its standing and ad-hoc committees, and any other agencies having an impact on Center policies, programs, and funding.
 5. Keep Seniors articles of incorporation, bylaws, personnel policies and practices, insurance coverages, and other particulars current with the requirements of this Agreement, and all applicable local, State, Federal, and other laws and regulations.
- D. Center Alterations. Seniors shall make no improvements or alterations to Center of any kind, except those defined as routine by Section 4.A of this Agreement, without the prior written consent of City. All improvements and alterations performed on the Center by either City or Seniors shall be the property of City when installed, except for fixtures, appliances, and personal property listed as property of the Seniors or third-parties as per Exhibit A.
- E. Requests for Repairs. The duty of City to make repairs or replacement as provided for in this Agreement shall not mature until a reasonable time after City has received written notice from Seniors that such repairs or replacement are required and describing the scope and extent of the repairs or replacement perceived by Seniors to be necessary. City's obligation to make repairs or replacement shall be further governed by Section 5.A of this Agreement. Except when repair or replacement of the Center, its component parts, or its appliances and fixtures is deemed, in the City's determination, to be an emergency circumstance, minor in scope or nature, or necessary as the Centers structural integrity or routine operations are threatened, Seniors must submit all requests for repair or replacement in advance for consideration for inclusion in City's next annual budget. All such requests must be delivered in writing to City no later than April 1 of each calendar year.

F. Property Inventory. Seniors shall maintain an ongoing inventory of all personal property acquired by Seniors and shall submit said inventory to City at least annually for addition to Exhibit A of this Agreement. It is highly preferable that the inventory be updated on an ongoing basis as new property is acquired. Seniors shall also maintain an inventory of any third-party owned personal property kept at the Center on a regular basis, and submit said inventory to City at least annually for addition to Exhibit A. The City is not responsible or liable for loss or damage for any reason to any personal property not listed on Exhibit A.

Section 5. OBLIGATIONS OF CITY:

A. Performance Obligations. The City shall be required to provide the following during the term of this Agreement. For the purposes of this Agreement, "major maintenance, repair, and replacement" is defined as any activity not reasonably covered by the definition of routine contained in Section 4.A of this Agreement. Notwithstanding this Section and Section 4, City shall have no responsibility for the cleaning, repair, operation, maintenance or replacement of any facility, fixture, appliance, or other personal property owned by Seniors as per Exhibit A or the terms of this Agreement, unless covered by Section 5.A.7 of this Agreement.

1. Major maintenance, repair, and replacement necessitated by structural disrepair, defect, or obsolescence of the Center, its grounds, appurtenant structures, fixtures, and utilities, subject to the limitations of Sections 4.A.5 and 4.E of this Agreement.
2. Major maintenance, repair, and replacement of the Center's exterior, including painting and roofing, subject to the limitations of Sections 4.A.5 and 4.E of this Agreement.
3. Routine and major maintenance, repair, and replacement of Center's water, storm water, sanitary sewer, natural gas, electrical, cable television and other utilities up to the point of entry to the Center, subject to the limitations of Sections 4.A.5 and 4.E of this Agreement.
4. Routine and major maintenance, repair, and replacement of Centers exterior grounds, parking lot, exterior lighting, and appurtenant structures, including landscape maintenance and replacement, subject to the limitations of Sections 4.A.5 and 4.E of this Agreement.

5. Any repair, refurbishing, or repainting of interior walls, ceilings, doors, windows, floors, floor coverings and the like when such repairs are made necessary because of faulty construction, obsolescence, or failure of City to meet its obligations for maintaining the Center, subject to the limitations of Section 4.E of this Agreement.
 6. Major maintenance, repair and replacement of heating, ventilating and air conditioning systems; built-in sound and public address systems; interior water, sanitary sewer, natural gas, electrical, cable television, and other utilities; and other fixtures, appliances, and systems that are effectively built into the structure of the Center and not listed as Seniors property as per Exhibit A, subject to the limitations of Sections 4.A.5 and 4.E of this Agreement.
 7. Any repairs, restoration or replacement made necessary by fire or other peril which is covered by a standard fire insurance policy with an extended coverage endorsement; by reason of war; by earthquake or other natural disaster; by vandalism or malicious mischief, except that caused by Seniors, or by third parties as per Exhibit B of this Agreement; and all other risks covered by City's insurance in force at the time of loss, except as otherwise specified by this Agreement.
 8. Structural alterations, modifications and additions to Center made necessary in order to comply with all applicable local, State, Federal and other laws and regulations affecting the Center and its use.
- B. Payment of Obligations. City shall be obligated to pay or obtain the following during term of this Agreement:
1. Water, sanitary sewer and storm water utility charges.
 2. Casualty and liability insurance as per Section 8 of this Agreement.
- C. Inspections. City shall have the right to inspect the Center at any time to determine the necessity of maintenance, repair, and replacement of any fixtures or facilities.

D. Rule Modification Requests. Upon review of Center's budget, audits and financial records; personnel rules and policies; articles of incorporation and bylaws; outside contracts or arrangements for services and funding; insurance coverages; and similar documents the City may require Seniors to modify or terminate same if City finds that:

1. Violations of local, State, Federal, and other laws or regulations exist.
2. The terms of this Agreement are not being met.
3. The best business interests and practices of the City are not being served.

Section 6. CENTER USAGE:

The parties understand that the three primary purposes of the Center are as follows, in order of priority. Senior and disabled citizen uses and services, as per Section 6.A, shall have absolute priority over all other uses. Non-public usage, such as service group meetings, private parties and receptions, church services, and the like shall only be permitted after the following three priority uses have been fully accommodated. Usage of the Center is further governed by Exhibit B and other applicable provisions of this Agreement.

A. Senior Citizens. To provide facilities and services benefitting senior citizens and the disabled in the Sherwood area, including, but not limited to, daily in-Center and home delivered meal programs; social and recreational activities; educational and counseling activities; and medical, legal, transportation, and other assistance programs.

B. General Public. To provide facilities for public recreational, cultural, educational, and other assistance activities, events, and programs benefitting other residents of the Sherwood area.

C. City Business. To provide meeting space for official City business, including, but to limited to, meetings of the City Council, Planning Commission, Budget Committee, and other standing and ad hoc City sponsored groups.

Section 7. CLAIMS:

A. Liens. Except with respect to activities for which City is responsible, Seniors shall pay as due, all claims for work done on and for services rendered or material furnished to the Center and shall keep the Center free from any liens. If Seniors fail to pay any such claims or to discharge any lien, City may do so. Seniors shall be obligated to repay said sum, and the amount paid by City shall bear interest at the rate of

five percent (5%) per annum from the date expended by City and shall be repayable on demand. Such action by City shall not constitute a waiver of any other right or remedy which City may have on account of Seniors' default.

B. Claim Payments. Seniors may withhold payment of any claim in connection with a good faith dispute over the obligation to pay so long as City's property interests are not jeopardized. If a lien claim is filed as a result of nonpayment, Seniors shall, within thirty (30) days after knowledge of filing, secure the discharge of the lien or deposit with City cash, a corporate surety bond, or other security satisfactory to City 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.

C. Hold Harmless. Seniors shall indemnify, hold harmless, and defend City from any claim, loss or liability arising out of or related to any activity of Seniors at the Center. Seniors' duty to indemnify shall not apply to or prevent any claim by Seniors against City for injury or damage to Seniors or Seniors' property for which City may be liable.

Section 8. INSURANCE:

A. City Obligations. During the term of this Agreement, City shall procure and continue to carry the following insurance at City's cost:

1. Standard fire insurance with an endorsement for extended coverage insuring Center at its full insurable value against fire and other risks.
2. Liability and property damage insurance with limits of not less than \$200,000 per person and \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage.

B. Senior Obligations. During the term of this Agreement, Seniors shall procure and continue to carry the following insurance at Seniors' cost:

1. Separate casualty insurance for any Seniors owned personal property at the Center, as per Exhibit A.
2. Liability and property damage insurance with limits of not less than \$200,000 per person and \$500,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage.

C. Waiver of Subrogation. Seniors and City shall obtain from its respective insurance carriers waivers of subrogation against the other party, its agents, employees, third-party users, and invitees. The party benefitting from a waiver of subrogation clause shall pay any additional premium required to obtain such a waiver of subrogation within ten (10) days after being notified of such additional cost unless said party can obtain such insurance satisfactory to the other party without the additional cost. 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.

D. Third-Party Insurance. Seniors or City may require, at its discretion, any third party utilizing the Center as per this Agreement to provide casualty and/or liability insurance of a type and amount deemed sufficient by Seniors or City. In all cases where third-parties are serving alcoholic beverages, the provision of insurance is mandatory.

Section 9. ASSIGNMENT AND SUBLEASE:

A. Generally. No part of the Center may be assigned, mortgaged or subleased, nor may a right of use of any portion of the Center be conferred on any third person by any other means by Seniors, except as mutually agreed to by City and Seniors. 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. City shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstances.

B. Third-Party Usage. City and Seniors may establish policies governing the use of the Center by third parties, including but not limited to, a schedule of fees and charges, attached as Exhibit B. Seniors shall have the right to accept reservations, collect fees, and schedule and make the Center available to third parties consistent with this Agreement. Fees collected by Seniors shall be retained by Seniors and shall be used to offset the costs of operation and maintenance of the Center.

C. Outside Contracts. City recognizes that Seniors may from time to time execute contracts with third parties to provide public funding and services at Center, and that Washington County's Department of Aging also provides public funding and services at Center, either through Seniors or third parties. In general, Seniors shall be obligated to cooperate with these service providers and to provide access to Center facilities

without charge. Seniors are responsible for notifying City of any such County or third-party contracts, even when Seniors are not a direct party to such agreements, and providing City with copies of same. If Seniors are a party to such contracts or are otherwise required to provide consent to County or another third party for such public funding or services, Seniors shall obtain written permission from City before doing so.

Section 10. TERMINATION:

A. Termination With Cause.

1. This Agreement may be terminated if at any time Seniors breach any of the terms of this Agreement. Such breach shall be specified by City to Seniors in writing. Seniors shall have forty-five (45) days within which to cure such breach or such additional period of time as may be agreed upon by City in writing. If the breach has not been remedied within the time specified in this Section, then written notice of termination may be given by City to Seniors at any time after the date upon which such breach should have been remedied. The notice of termination shall specify a date by which Seniors shall surrender the Center, which date shall not be sooner than ten (10) days from the date of notice of termination.
2. Seniors shall have the same right to terminate this Agreement upon a breach by City in the same manner and subject to the same conditions as are set forth in Section 10.A.1 of this Agreement.

B. Termination Without Cause.

This Agreement may be terminated without cause by either party giving the other party notice in writing ninety (90) days prior to the effective date stated in the notice of termination.

Section 11. SURRENDER AT EXPIRATION OR TERMINATION:

A. Condition of Center. Upon expiration or termination of this Agreement, Seniors shall deliver to City all Center keys, property titles, equipment manuals and warranties, and the like, and surrender the Center to City. Alterations constructed with permission of City shall not be removed or reverted to original condition unless the terms of permission for said alteration as per Section 4.D of this Agreement so required. Depreciation and wear from ordinary use of the Center need not be restored, but all repairs for which Seniors are responsible under this Agreement shall be completed prior to surrender.

B. Fixtures.

1. Unless otherwise specified by Exhibit A or by this Section, all fixtures, appliances and furnishings placed in the Center during the term of this Agreement shall, at City's option, become the property of City upon termination of this Agreement.
2. If City so elects, Seniors shall remove any or all fixtures, appliances and furnishings which would otherwise remain the property of City, and shall repair any physical damage resulting from said removal. If Seniors fail to remove such property, City may do so and charge the cost to Seniors with interest at five percent (5%) per annum from the date of expenditure.
3. Seniors shall remove all fixtures, appliances, and furnishings from Center, which remain the property of Seniors. If Seniors fail to do so, this shall be deemed an abandonment of Seniors' property, and City may retain said property. All rights of Seniors with respect to such abandoned property shall cease within twenty (20) days after removal was required by written notice provided by the City, or the City may elect to hold Seniors to its obligation of removal. If City elects to require Seniors to remove said property, City may effect a removal and place the property in public storage at Seniors' expense. Seniors shall be liable to City for the costs of removal, transportation to storage, and storage, with interest at five percent (5%) per annum on all such expenses from the date of expenditure by City.
4. The timing for removal of any fixtures, appliances, and furnishings from Center shall be as follows:
 - (a) On or before the date this Agreement expires, or terminates as per Section 10 of this Agreement.
 - (b) Within thirty (30) days after notice from City requiring such removal where the property to be removed is a fixture which Seniors are not otherwise required to remove by this Agreement.
5. Notwithstanding any provision hereinabove for removal of Seniors' fixtures, appliances, or furnishings on termination, City shall have first option to purchase said property from Seniors at its then fair cash market value, which option shall be exercised by City giving Seniors written notice of City's intent to purchase the trade fixtures and furniture. If the parties are unable to agree upon the market value, the City shall select an appraiser and Seniors shall select an appraiser. The two appraisers so selected shall select a third appraiser.

The three appraisers selected shall determine fair market value of the furniture and fixtures and their determination shall be binding on the parties.

C. Holdover. If Seniors do not vacate the Center at the time required by termination notice, City shall have the option to treat Seniors as a tenant from month to month, subject to all of the provisions of this Agreement. Failure of Seniors to remove fixtures, appliances, and furnishings which the Seniors are 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 Center by a replacement operator or with occupancy by City for any other purpose, including preparation for a new operator. If a month-to-month tenancy results from a holdover by Seniors under this paragraph, the tenancy shall be terminable at the end of any monthly period on written notice from City given not less than ten (10) days prior to the termination date which shall be specified in the notice. Seniors waive any notice which would otherwise be provided by law with respect to a month-to-month tenancy.

Section 12. CENTER MANAGEMENT:

A. Board of Directors. During the term of this Agreement, Seniors shall establish and maintain a board of directors to help ensure that Seniors are able to fulfill the terms of this Agreement by the most economical and efficient means, and to provide services to the community in the most beneficial and timely manner. City shall appoint one (1) member to serve on the Seniors' board of directors for the usual length of term served by other board members.

B. Center Staff. During the term of the Agreement, Seniors shall employ sufficient staff to properly maintain and operate Center, provided that the Seniors shall employ, at a minimum, one (1) half-time equivalent Center Director. City shall appoint one (1) member to any ad hoc interview board charged with selecting a Center Director, in addition to City's seat on Seniors' board of directors. The Center Director shall be an employee solely of the Seniors.

Section 13. AGREEMENT BETWEEN CITY AND WASHINGTON COUNTY:

The parties hereto agree that this Agreement is subject to each provision of that certain Agreement entered into between City and Washington County on July 1, 1980, a copy of which is on file in the Washington County Office of Community Development and which is by this reference expressly incorporated herein. City is not, in any manner, released from its obligations and responsibilities thereunder by virtue of the execution of this Agreement with Seniors.

Section 14. MISCELLANEOUS:

A. Nonwaiver. Waiver by either party of strict performance of any provisions 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.

B. 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.

C. Succession. Subject to the above-stated limitations on transfer of Seniors' 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.

CITY OF SHERWOOD, Oregon,
a Municipal Corporation

By Walter H. Hitchcock
Walter Hitchcock, Mayor

SHERWOOD SENIOR CITIZENS, INC.
an Oregon Corporation

By Lloyd McFall
Lloyd McFall, President

APPROVED AS TO FORM:

Derryck Dittman
Derryck Dittman, City Attorney

EXHIBIT A

SHERWOOD SENIOR/COMMUNITY CENTER
PROPERTY INVENTORY

The following inventory list is current as of the effective date of this Agreement and shall be subject to amendment from time to time as per Section 4.F. of this Agreement. Ownership of all property, except for third-party property as per Section C of this Exhibit, is subject to the surrender provisions contained in Section 11.B of this Agreement. The City and Seniors assumes no responsibility or liability for loss or damage for any reason to any third-party property regularly or temporarily stored or kept at the Center. This Exhibit may be modified by mutual written consent of Seniors and City Manager without full renegotiation and reapproval of this entire Agreement.

A. SENIORS OWNERSHIP

1. The following fixtures, appliances and personal property are owned by Seniors:
 - a. One (1) Zenith Color TV Model Z2512K (Serial No. 491-46100690) with wood storage stand.
 - b. One (1) Zenith VCR Model 2000 (Serial No. 40884642).
 - c. One (1) Panasonic Copy Machine Model FP 1520 (Serial No. 03914) with metal storage stand.
 - d. One (1) Globe Commercial Meat Cutter Model A 3420.
 - e. One (1) Sharp Microwave Oven Model R9330 (Serial No. 149474).
 - f. One (1) IBM Selectric II Typewriter.
 - g. One (1) Westinghouse Upright Freezer Model FU 208R.
 - h. One (1) Digital Rainbow 100 Computer (Serial No. WF 47212) with amber monitor and stand.
 - i. One (1) Digital Letterprinter computer printer Model LA 210.
 - j. One (1) Lowrey Pageant Electric Organ.
 - k. One (1) Farrand Upright Piano.

1. One (1) pool table and accessories.
2. In addition, Seniors own all property kept at Center that falls into the following generic classifications, unless otherwise indicated by this Exhibit:
 - a. All furnishings such as tables and chairs; folding tables and chairs; sofas; movable bookcases and storage cabinets; movable filing cabinets, desks, and other office furniture; and carts and garbage receptacles.
 - b. All kitchen wares such as cooking and eating utensils; pots and pans; coffeemakers; and plates, glasses and cups.
 - c. All office, grounds maintenance and janitorial supplies such as paper and file folders; pens and pencils; brooms, vacuums, mops and towels; cleansers; and garden tools.
 - d. All food and beverages.
 - e. All artwork, clocks, certificates, plaques, wall hangings, throw rugs and the like, except as listed under Section B of this Exhibit.
 - f. All books, magazines, video and audio cassettes, games, and the like.
 - g. All indoor plants and containers, and other decorative items.

B. CITY OWNERSHIP

1. The following fixtures, appliances and personal property are owned by City:
 - a. Two (2) Carrier Heat Pumps (Serial Nos. HP150PQ00851QC and HP 250PQ008510QC).
 - b. One (1) Mitsubishi Loosnay Heat Recovery System.
 - c. One (1) Carrier Gas/Electric Heat Pump (Serial No. 4588C20117).
 - d. One (1) Carrier Weather Maker Heat Pump (Serial No. 3089G67918).

- e. One (1) Raetone Commercial Freezer (Serial No. 08410R-2).
 - f. One (1) Fourmost Commercial Water Heater (Model No. DSID ASME 270-100G).
 - g. One (1) Raetone Commercial Refrigerator (Serial No. 8317R13).
 - h. One (1) Vulcan Autosan Dishwasher (Serial No. 7311500C).
 - i. One (1) U.S. Range Commercial Oven and Grill.
 - j. One (1) Type BC-10 Steamtable (Serial No. 19F87).
 - k. One (1) Dukane Public Address System with built-in Toa Cassette/Radio, and one (1) tabletop microphone.
 - l. One (1) Realistic Audio Mixer Model 32-121D (Serial No. 50059) with four (4) table top microphones, one (1) freestanding microphone, and one (1) remote microphone.
 - m. Two (2) Quilts, one entitled "Quilt of Many Soldiers" and commemorating the Sherwood Centennial.
2. In addition, City owns all property kept at Center that falls into the following generic classifications, unless otherwise indicated by this Exhibit:
- a. All fixed, stainless steel counters, sinks and like appurtenances in Center kitchen.
 - b. All toilets, sinks and like appurtenances in Center bathrooms.
 - c. All fixed floor coverings, fans, cabinets and shelving, lighting, water faucets, room partitions, drapes and window coverings, and like appurtenances throughout the Center.

C. THIRD-PARTY OWNERSHIP

The following fixtures, appliances and personal property are owned by third-parties, but kept on a regular basis at the Center. Other third-party property may be kept temporarily at Center as part of activities scheduled as per Exhibit B.

EXHIBIT A - SENIOR/COMMUNITY CENTER

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1. Tualatin Church of Latter Day Saints (materials stored in rear meeting room).
 - a. One (1) Sharp Color TV Model No. 2SRT59 (Serial No. 330848).
 - b. One (1) Sharp VCR Model No. A205U (Serial No. 906329903).
 - c. One (1) TV/VCR wheeled metal stand.
 - d. One (1) wood storage cabinet and contents.
2. Sherwood Kiwanas (materials stored in multi-purpose room storage closet).
 - a. One (1) wood storage cabinet and contents.
 - b. One (1) wood freestanding speaker's podium.
3. Center Gift Shop.
 - a. Various crafts and gifts sold on consignment.
4. Willamette Valley Christadelphians (materials stored in multi-purpose room storage closet).
 - a. Two (2) metal storage cabinets and contents.

D. OTHER PROPERTY

Any personal property housed at the Center and not listed in Section A or C of this Exhibit, or later inventoried as per Section 4.F of this Agreement, shall be deemed property of the City.

EXHIBIT B

**SHERWOOD SENIOR/COMMUNITY CENTER
USER FEES AND REGULATIONS**

A. HOURS AND USAGE:

The Sherwood Senior/Community Center is located at 855 N. Sherwood Boulevard, Sherwood, Oregon 97140. The Center is scheduled for priority use by senior and disabled citizens from 8:00 a.m. to 5:00 p.m., Monday through Friday. Reservation and use of any portion of the Center by the general public for non-senior and disabled citizen activities during scheduled senior and disabled citizen hours may be made only with the express approval of the Center Director, provided such activities do not interfere with priority use by senior and disabled citizens. The Center is also available for general public use from 5:00 p.m. to 10:00 p.m. week nights and from 9:00 a.m. to 1:00 a.m. on weekends, provided such activities do not interfere with scheduled senior and disabled citizen activities.

B. RESERVATION POLICIES:

1. Reservations and payment of fees shall be made with the Center Director in person or by mail at 855 North Sherwood Boulevard, on reservation forms provided by the Center. All third-party users shall be provided a copy of this Exhibit, and shall sign an acknowledgment of same agreeing to abide by Center use regulations.
2. Reservation of Center facilities shall be for a minimum duration of one (1) hour. Applicants for reservations must be twenty-one (21) years of age. Reservations must be made and applicable fees paid at least two (2) weeks in advance. Fees will be partially refunded if cancellation is made at least two (2) weeks ahead of the scheduled use. Amount of refund shall be determined by the Center Director.

C. FEE SCHEDULE:

The following fees shall be charged for the rental of Center facilities:

<u>AREA</u>	<u>GROUPS</u>	
	<u>NON-PROFIT</u>	<u>PRIVATE</u>
Multi-purpose Room	\$15.00 per hour \$50.00 per month for two to five regular meetings per month of up to two hours per meeting plus \$10.00 per hour for each additional hour.	\$20.00 per hour
Coffee Makers	\$5.00 flat fee	\$5.00 flat fee (includes use of coffee maker)
Kitchen	\$15.00 per single event \$25.00 per month for two to five regular meetings per month (includes use of dishes, flatware and coffee maker)	\$25.00 flat fee (includes use of dishes, flatware and coffee maker)
Meeting Rooms (per meeting room)	\$7.50 per hour \$15.00 per month for two to five regular meetings per month of up to two hours per meeting plus \$5.00 per hour for each additional hour	\$12.50 per hour

City shall pay \$500.00 per month to Seniors for an unlimited number of meetings as per Section 6.C of this Agreement.

D. USE POLICIES:

1. All third party users must designate a responsible party or parties be in charge of the users' event and for adherence to all Center policies, and other applicable laws and regulations. These individuals shall be named on the Center reservation forms. All third-party users are responsible for their own set up and clean up.
 - (a) Set up includes, but is not limited to: tables, chairs decorations, table settings, portable audio equipment, and the like. No candles are allowed.
 - (b) Clean up includes, but is not limited to: removal of all food, third-party owned dishwares and other third-party owned items; cleaning of tables and drain boards; washing and putting away all Center equipment and dishwares used; folding and stacking all tables and chairs; and placing of all trash in designated receptacles. Materials for cleanup, such as paper towels and cleansers, shall be provided by third-party users.
2. The Center Director shall determine whether third-party users must provide liability and/or casualty insurance and the appropriate amounts and coverages of such insurance.
 - (a) Any damage or loss to the Center resulting from an event is the responsibility of the third-party user. All doors and windows must be secured by third-party users upon leaving the Center. Repairs or replacement due to vandalism or theft resulting from failure to secure or properly use the Center shall be the third-party user's responsibility.
 - (b) The City and Seniors assume no responsibility or liability for loss or damage for any reason to third-party property stored or kept at the Center. Third parties storing such property at the Center, whether temporarily or on a regular basis as per Exhibit A of this Agreement, shall sign a written waiver releasing City and Seniors from any liability.
3. Alcoholic beverages shall not be served during exclusive senior and disabled citizen hours as per Section A of this Exhibit. Alcoholic beverages may be served at other times with the payment of a fifty dollar (\$50.00) refundable fee, in addition to normal rental fees as per Section C of this Exhibit. This special fee will be

refunded in full if the Center is found, in the Center Director's determination, to be clean and damage free after the conclusion of the scheduled event.

- (a) Responsibility for control of alcoholic beverages is vested in the individual(s) designated on Center reservation forms. All third-party users who serve alcoholic beverages must execute, prior to occupancy, a written agreement and provide liability and/or casualty insurance that holds harmless and indemnifies City and Seniors from any and all claims arising out of the third-party user's service of alcoholic beverages. Insurance coverages in the form of temporary extensions to the third-parties' homeowner's insurance, or like instruments, are acceptable. All users must also provide proof of all applicable Oregon Liquor Control Commission licenses.

E. MODIFICATIONS:

This Exhibit may be modified by mutual written consent of Seniors and City Manager without full renegotiation and reapproval of this entire Agreement.