

Use and Operations Agreement between the City of West Linn and the Friends of the Robinwood Station

The CITY OF WEST LINN, hereafter called the CITY, and the Friends of the Robinwood Station hereafter called the FRIENDS, do hereby establish this agreement for the operation, maintenance and development of the Robinwood Fire Station property located at 3706 Cedaroak Drive known as the Robinwood Station, to be used as a public meeting space for the benefit of West Linn Citizens.

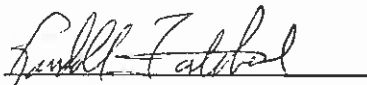
1. The FRIENDS shall operate the facility as a public event, meeting and recreation space for the benefit of all citizens of West Linn for a period of one year commencing with a valid certificate of occupancy. Priority shall be given to official civic groups, non-profits, educational programs and youth programs.
2. The FRIENDS shall form a non-profit corporation dedicated to the operation, maintenance and development of the Robinwood Station. In addition, the FRIENDS will develop a budget based on available funds, revenues and funds raised by the FRIENDS.
3. The FRIENDS will work with the CITY to develop a master plan for facility repairs and future development.
4. The City shall provide insurance coverage for the building and its operations.
5. Representatives of the CITY and the FRIENDS shall meet on a regularly scheduled basis to discuss duties, projects and items of interest.
6. The FRIENDS shall be responsible for daily operation of the public facility and shall be responsible for all scheduling and activities.
7. The FRIENDS shall produce procedures for operation subject to approval by the CITY. The FRIENDS and THE CITY shall work out a set of Facility Use Rules and Regulations and a Facility Use Application and Agreement. All users shall complete a Use Agreement. Fees for use of the facility shall be incorporated into the City's Annual fee schedule.
8. The FRIENDS shall operate the facility in compliance with the procedures and the regulations and restrictions of the CITY and as set forth in the temporary use permit.
9. The CITY shall perform the mowing of the grounds and the FRIENDS shall assist in the maintenance and upkeep e.g. watering and weeding of the grounds whenever possible.
10. The FRIENDS shall redecorate, refurbish, and furnish the building. Improvements requiring building permits shall have prior written approval of the City before they are performed.

11. The FRIENDS shall pursue funding through memberships, grants, donations and fund raising activities to assist in the development of the property.

12. Since the CITY is ultimately the owner, the CITY shall have the final decision in all matters. It shall be understood that the CITY shall attempt to follow the recommendations of FRIENDS except in those instances where the CITY feels that it is not in the Public's best interest to do so.

13. The FRIENDS hereby agrees to indemnify, defend, and protect the City of West Linn against, and hold and save harmless from, any and all claims, demands, suits, liability, damages, loss, costs, attorney's fees and expenses of whatever kind or nature, which may arise out of any action or failure to act of the FRIENDS. Including, but not limited to claims of damage to the person or loss to the property of any person invited by or permitted by the FRIENDS upon or off the premises or from or out of any damage loss harm or injury to the person or any property of FRIENDS or any of its representatives

Dated this 29th day of July, 2010



Randall Fastabend, President

Friends Robinwood Station



Tony Bracco, Vice President Tony Bracco

Friends Robinwood Station



Chris Jordan, City Manager

City of West Linn