

COPY

City of Sherwood, Oregon

Resolution No. 2001-921

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR OPERATIONS OF THE SENIOR CENTER**

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**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,

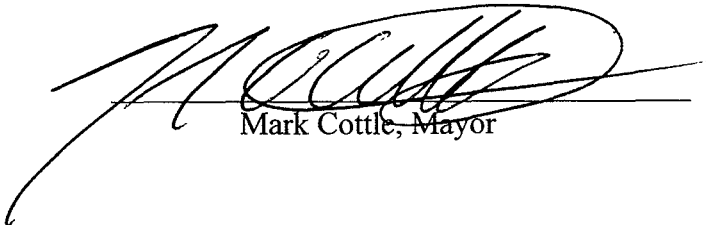
**WHEREAS**, it is necessary to renew that operating agreement on an bi-annum basis.

**NOW, THEREFORE, THE CITY RESOLVES AS FOLLOWS:**


**Section 1:** The City Manager is hereby authorized to sign and extend the operating agreement, attached as Exhibit "A", between the Sherwood Senior Center Inc. and the City of Sherwood.

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

Duly passed by the City Council this 23rd day of January 2001.

  
Mark Cottle, Mayor

ATTEST:

  
C. L. Wiley, City Recorder

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

THIS AGREEMENT FOR OPERATION hereinafter called "Agreement", entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001 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 N. Sherwood Boulevard, hereinafter referred to as "Center". Seniors acknowledge that it has not nor will not make any claim of ownership of any kind to the real property that constitutes the Center. Ownership of any personal property retained and used at the Center shall be as per Exhibit "A" and the terms of this Agreement.

Section 2. TERM:

This Agreement will be for a period of two (2) years and shall be automatically renewed from Bi-annum to Bi-Annun subject to either parties request for review of the agreement.

Section 3. REPORTS AND INFORMATION;

A. The Center maintains reports and records of operations that are available to the City upon request. Records available for reporting include:

1. The final Center budget for the preceding fiscal year and the adopted budget for the current fiscal year.
2. List of the Centers employee's, position titles and descriptions.
3. Personnel rules and policies.
4. Names, addresses and telephone numbers of the Seniors Corporate officers and Board of Directors.
5. Seniors' bylaws and articles of Incorporation.

6. Current outside contracts and arrangements for services or funding at the Center and reports and audits for above.

7. Copies of all Senior' active insurance policies.

8. Report of activities and services provided Seniors' and other groups including records of attendance as available.

9. Maintenance Log containing all routine and preventive maintenance performed on all fixtures and appliances. (Refer to maintenance CHART II

**B. Audit.**

Seniors shall make available to City on or before July 1st following date of this agreement, a copy of a fiscal audit of the Seniors operations, and bi-annually thereafter (on July 1st of the mid-term of this agreement).

**C. Information on Demand.**

City shall be provided, upon request, any 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;, regular and annual preventive maintenance of all fixtures and appliances in the Center; any replacement of "disposable" items such as light bulbs, toilet paper, etc.: 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. (Refer to Reference CHART I)

1. Routine interior cleaning, repair, operation, maintenance.

2. Routine cleaning, repair, operation and maintenance of any fixtures, appliances, or other property owned by City, but regularly used by Seniors.

3. Interior redecoration or remodeling of Center unless required by City.

4. Cleaning, repairs, maintenance and replacement to Center, grounds, appurtenant structures, fixtures and utilities, necessitated by negligence or accidents caused by the Seniors, Seniors' agents, employees, invitee's, or third-party users.

5. Cleaning, repair, maintenance, and replacement, whether deemed routine or major, of any facility, fixture, appliance, or property at the Center that is owned by the Seniors as per Exhibit A or the terms of this Agreement.

6. Other routine cleaning, repairs, operations, maintenance or replacement to Center which City is not specifically obligated to perform.

**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. Charges for electric, natural gas, and all other services and utilities used by Seniors at Center, except as for Section 5.B.1.

2. Casualty and Liability Insurance as per Section 8 of this Agreement.

**C. Other Obligations.**

In connection with the use of Center, Seniors shall:

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' neglect or use. 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/liability insurance for the Center or would unreasonably, in the City's determination, increase insurance rates.

3. Refrain from any use of 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 coverage, 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 or Repair Obligation.**

The obligation of City to make repairs or replacements shall not mature until a reasonable time after City has received written notice from Seniors describing the scope and extent perceived by Seniors to be necessary. City's obligation 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 or deleted by Seniors. The City will not be responsible or liable for loss or damage to any personal property to a third party or Seniors listed in Exhibit A.

**Section 5. OBLIGATIONS OF CITY;**

**A. Performance Obligations.**

The City shall be required to provide the following. 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. (Refer to Reference Chart I)

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.D 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, normal wear, or failure of City to meet its obligations for maintaining the Center, subject to the limitations of Section 4.E of this Agreement.

6. 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 repair, 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 on the facility, 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 coverage; 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.

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.

Primary Purposes.

1. Senior Citizens. To provide facilities and services benefiting 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.
2. General Public. To provide facilities for public recreational, cultural, educational, and other assistance activities, events, and programs benefiting other residents of the Sherwood area.
3. City Business. To provide meeting space for official City business, including, but not 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 5 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 \$300,000 per person and \$1,000,000 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 \$300,000 per person and \$1,000,000 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 invitee's. The party benefiting 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 bond 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 Manager shall consent to a transaction covered by this provision even 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 Services 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. Renewal:

This Contract shall automatically renew unless terminated pursuant to the provisions of Section 11, as noted herein. The contract may be amended at the request of either party with a 30 day notice of desire to renegotiate.

Section 11. 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 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 give 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 12. 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. 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 as 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.

3. 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.

4. Notwithstanding any provision herein above 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 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.

Section 13. 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 14. 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 15. 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 herein above written.

CITY OF SHERWOOD, Oregon  
a Municipal Corporation

By \_\_\_\_\_  
John Morgan, City Manager

SHERWOOD SENIOR CITIZENS, INC.  
an Oregon Corporation

By \_\_\_\_\_  
Donald E. Balsiger, President

APPROVED AS TO FORM & CONTENT

\_\_\_\_\_  
Shannon Johnson, 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 negotiation and approval 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 #491-46100690)with wood storage stand.
- b. One (1) Magnavox VCR (VR9522AT01 Serial# 41297574)
- c. One (1) Sharp Copy Machine Model SF9800
- d. One (1) Globe Commercial Meat Cutter Model A 3420.
- d. One (1) Sharp Microwave Oven Model R9330 (Serial No. 149474).
- e. One (1) Amana Radar Range
- h. One (1) computer Pentium with creative compact disc & IBM Speakers
- i. One (1) Monitor NEC JC1531VMA Serial # 25775532
- j. One Hewlett Packard Printer DeskJet 682C
- k. One (1) Panasonic Fax Machine FX-FP101
- l. One (1) Sony Boombox
- m. One (1) Kimball The Pro Entertainer Electric Organ.
- n. One (1) Culbransen Theatrum Organ
- n. One (1) FARRAND Upright Piano.
- o. One (1) pool table and accessories.
- p. One (1) Prime-West Electronic Reader Board

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).

EXHIBIT A - SENIOR/COMMUNITY CENTER

- k. One internal sound system with 900 series in wall modular amplifiers and mini loudspeaker system.
  - l. One (1) Marantz 5 Disc CD Player Model #PMD370 and (1) Denon zone mixing amplifier
  - m. Two (2) Quilts, one entitled "Quilt of Many Soldiers" and commemorating the Sherwood Centennial.
  - n. Imperial walk-in Cooler/Freezer
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.

- 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.
- 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.
- 5. **Sherwood Rotary Club**
  - a. Materials stored in Rotary closet and a "wheel"

EXHIBIT A - SENIOR/COMMUNITY CENTER



- b. Plaques on wall
- 6. **Sherwood Lions Club**
  - a. Glass case with contents
- 7. **Sherwood Lioness Club**
  - a. American Flag
  - b. Trophy in Glass Case

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 12:00 a.m. week nights and from 9:00 a.m. to 12:00 a.m. on weekends, provided such activities do not interfere with scheduled senior and disabled citizen activities.

**B. USE AND REGULATIONS**

1. Applicants must be 21 years of age or older. Identification may be required.
2. All events must be supervised by a group leader who will be in charge of reserving the facility, and adhering to all use policies.
3. Reservations shall be made to the Center Director only, in person or by mail on the standard forms. The form must be accompanied by a non-refundable processing fee of \$50 to reserve your date and time. This fee will be applied to rental fee.
4. All rental fees along with a \$300 security/cleaning deposit are required no less than 14 days in advance of reservation date. The security/cleaning deposit may be returned under the following conditions:
  - A) The facility is left in a clean and good condition, and the following has been done:
    - 1) Removal of all food, personal dishes and other items.
    - 2) Tables and chairs cleaned and returned to original set-up.
    - 3) Placement of all trash in designated receptacles.
    - 4) Removal of all decorations, including tape used to secure such articles to walls and fixtures.
    - 5) Kitchen counters and sink cleaned.
    - 6) All litter removed from floors and furnishings.
    - 7) All doors and windows must be secured upon leaving the facility.
    - 8) The facility is vacated at the scheduled time.

The Senior Center Director will determine the amount of the security/cleaning deposit to be refunded based on the building custodian's report. Any group or individual renting the facility and found to have caused damage, neglected to leave the facility in good clean condition, or violated any other Senior Center rule or regulation, may be denied a future facility reservation, and/or subject to criminal charges (i.e.: criminal mischief, theft, etc.)

5. Any damage or loss to the facility is the sole responsibility of the reserving group. Vandalism, theft, or any long distance calls are the sole responsibility of the reserving group. Any of the above resulting from failure to secure the facility is the reserving group's responsibility.

6. Maximum group size for the dining/multi-purpose room is 225 persons.

7. Alcoholic beverages may be served to persons of legal age with an additional hourly fee. Responsibility for control of alcohol is the SOLE responsibility of the rental group.

8. All reserving groups must execute, two weeks prior to occupancy, a **general liability and property damage certificate of insurance** from their insurance carrier in the amount of \$500,000. For reserving groups serving alcoholic beverages, **liquor liability coverage** is also required, said coverage must be for a **48 hour period** (the day of, and the day after) the rental period.

**All users' who serve alcoholic beverages will save, hold harmless, and indemnify the Marjorie Stewart Senior Center from any and all claims arising out of the user's service of alcoholic beverages.**

9. Activity is limited to the areas reserved

10. All applicants are responsible for their own set up.

**SET UP INCLUDES:**

- 1) Tables and chairs
- 2) All decorations (Use of balloons requires prior approval from Senior Center Director)

**PLEASE NOTE THE FOLLOWING:**

- 1) Candles must be in containers.
- 2) No smoking allowed within the facility (Smoking allowed in outside designated smoking areas only) All cigarettes to be extinguished in outside receptacles only.
- 3) No food or drink allowed outside of the Dining/Multi-purpose area.
- 5) An adult is required to supervise all minor children at all times.
- 6) The following equipment located in the Senior Center is not available for use: TV, VCR, Public address system, organ, piano, and pool table.
- 7) Any decorations used must be such that they do not deface the building or equipment. The use of tacks, nails, pins, scotch tape, or staples is prohibited. Masking tape is acceptable.
- 8) Materials for cleanup, such as paper towels and cleansers, shall be provided by third party users.

**C. FEE SCHEDULE:**

**Multi - purpose room :** Private Party: \$40 an hour (2 Hr. minimum ) Non-Profit = \$20 per hr.

For rentals longer than 10 hrs. a maximum of \$400

**Meeting rooms =** Private party = \$12.50 per hr Non-Profit = \$10.50 per hr

Janitorial Fee = \$75

Fee to unlock facility(when no janitor needed) = \$10

Kitchen rental = \$35 (flat fee)

Coffee Makers = \$10 (flat fee)

**Refundable Security Deposit = \$300**

**D. Modifications**

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

## Reference Chart 1

The following is a reference only chart and is superceded by the content of sections 4&5 of this agreement.

Obligation	Seniors	City
Supplies – disposable items	4A1&2	
Routine cleaning	4A1&2	
Routine maint. (wax floors etc)	4A1&2	
Redecorating	4A3	
Remodeling req. by City		5A7, 5A8
Remodeling chosen by Seniors	4A3	
Repairs due to negligence of Seniors	4A4	
Normal wear and tear		5A5
Preventative Maintenance	4A2	
Routine Maintenance	4A1&2	
Repair of HVAC		5A6
Repair of utilities Int. & Ext.		5A3&6
Routine & major maint. of ext. grounds		5A4
Major maint. or repair		5A1,2&6
Modifications due to laws & regulations		5A8
Maintenance of fire exit lights & extinguishers	4A1	
Replacement of fixtures		5A6
Major maint. & repair of exterior		5A2
Repair of fixtures and appliances built into structure		5A6