



**RESOLUTION 2007-025**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE OPERATING AGREEMENT BETWEEN THE CITY OF SHERWOOD ("CITY"), LOAVES & FISHES ("LOAVES") AND SHERWOOD SENIOR CITIZENS, INC. ("SENIORS")**

**WHEREAS**, In October 2006 Loaves & Fishes was awarded the nutrition contract from Washington County to provide meals in Sherwood; and

**WHEREAS**, it is the desire of Sherwood Senior Citizens Inc. to end their operating agreement with the City of Sherwood that was signed in February 2006; and

**WHEREAS**, it is the desire of Sherwood Senior Citizens Inc. that Loaves & Fishes take over the operations at the Sherwood Senior Center; and

**WHEREAS**, Loaves & Fishes will act as the operator of the Sherwood Senior Center and Sherwood Senior Citizens Inc. will continue in a "friends" capacity and support programming through fundraising efforts; and

**WHEREAS**, Loaves & Fishes will operate out of a City owned facility as outlined in the operating agreement.

**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 City of Sherwood, Loaves & Fishes and Sherwood Senior Citizens, Inc.

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

**Duly passed by the City Council this 3<sup>rd</sup> day of April 2007.**

  
\_\_\_\_\_  
Keith S. Mays, Mayor

ATTEST:

  
\_\_\_\_\_  
Sylvia Murphy, City Recorder

# AGREEMENT FOR OPERATION OF THE SHERWOOD SENIOR/COMMUNITY CENTER

THIS AGREEMENT FOR OPERATION hereinafter called "Agreement", entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 between the CITY OF SHERWOOD, Oregon, a municipal corporation, hereinafter referred to as "City", LOAVES AND FISHES CENTERS, INC., an Oregon nonprofit corporation, hereinafter referred to as "Loaves.", 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 Loaves 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, 21907 SW Sherwood Boulevard, hereinafter referred to as "Center."

Loaves acknowledges 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.

Loaves will continue current programs and activities offered at the Center. A Center program budget will be established and will cover the cost for all on-going activities. The goal is to offer recreational, educational, wellness, nutrition education, food services, health and social gatherings to enhance the lives of seniors in Sherwood. Loaves will work with a steering committee to plan and develop programs and activities desired by the senior community to encourage ownership, involvement and growth in the center.

During the term of this Agreement, Seniors shall maintain a board of directors that will focus on fundraising and support activities at the Center. City shall appoint one (1) nonvoting member to serve on the Seniors board of directors for the usual length of term served by other board members. Seniors will also select at least one (1) member of this board to participate on the steering committee formed by Loaves.

## Section 2. TERM:

This Agreement will be for a period of two (2) years from the date noted above. The Agreement shall be automatically renewed for like periods thereafter. In the event any party wishes to terminate this Agreement, they shall give the other parties not less than six months written notice of their intent to do so prior to the end of the then-existing two year term.

## Section 3. REPORTS AND INFORMATION:

A. Loaves maintains reports and records of operations that are available for review by the City upon request. Records available for reporting include:

1. Loaves operating budget for the Center for the preceding fiscal year and the adopted budget for the current fiscal year.

2. List of the Loaves employees, position titles and descriptions.
3. Personnel rules and policies.
4. Names, addresses and telephone numbers of the Loaves officers and Board of Directors.
5. Loaves 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 Loaves active insurance policies.
8. Report of activities and services provided by Loaves and other groups including records of attendance as available.
9. Maintenance Log containing all routine and preventive maintenance performed on all fixtures and appliances.

B. Seniors maintain reports and records that are available for review by the City upon request. Records available for reporting include:

1. Names, addresses and telephone numbers of the Board of Directors.
2. Seniors bylaws and Articles of Incorporation.
3. Copies of all Seniors active insurance policies.
4. Inventory of Seniors owned personal property kept at Center.

C. Financial Statement.

Loaves shall annually make available to City on or before August 1st a copy of its financial statement.

Section 4. OBLIGATIONS OF LOAVES:

A. Performance Obligations.

Loaves shall (except as specifically provided otherwise by Section 5) be required to do the following:

1. Routine interior cleaning, repair, operation, maintenance including range hood.<sup>1</sup>

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<sup>1</sup> As used in this Section, "routine cleaning, repair, operation and maintenance" is defined as the cleaning, sweeping, and disinfecting of Center's facilities; Minor patching, touch-up painting, regular and annual preventive maintenance to all fixtures and appliances in the Center; replacement of "disposable" items such as light bulbs, toilet paper, etc. and any other activity not specifically made an obligation of the City under Section 6. <sup>2</sup>Fixture is defined as something attached as a permanent appendage, apparatus, or appliance: plumbing fixtures, lighting fixtures, etc.

2. Routine cleaning, repair, operation and maintenance of any fixtures, appliances, or other property owned by City, but regularly used by Loaves.<sup>2</sup>

3. Routine cleaning, repair, operation and maintenance of property owned by Seniors, but regularly used by Loaves, as per Exhibit A.

4. Interior redecoration or remodeling of Center unless required by City, in which case the City would be responsible for.

5. Cleaning, repair, maintenance and replacement to Center, grounds, appurtenant structures, fixtures and utilities, necessitated by negligence or accidents caused by Loaves, Loaves' agents, employees, invitee's, or other third-party users.

#### B. Payment Obligations.

Loaves shall (except as specifically otherwise provided by Section 5) be obligated to pay or obtain the following:

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

2. Casualty and Liability Insurance as per Section 9 of this Agreement.

#### C. Other Obligations.

In connection with the use of Center, Loaves shall:

1. Comply with all applicable local, state and federal laws and regulations affecting the Center and its use, correcting (at Loaves' sole expense and cost) any violation created through Loaves' use. However, it is understood that Loaves shall not be required to make any structural change(s) to Center to effect 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 or activity which would be unreasonably offensive to the City, third party users, owners of adjoining premises and which would tend to create a common law 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.

#### D. Center Alterations.

Loaves shall make no alterations to Center of any kind, except those defined as routine by Section 4.A above without the prior written approval of the City Manager. All alterations performed on the Center by either City or Loaves shall be the property of City when

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installed, except for fixtures, appliances, and personal property listed as property of Loaves, Seniors or a third party 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 Loaves describing the scope and extent perceived by Loaves 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 reasonable determination, to be (1) an emergency circumstance, (2) minor in scope or nature, or (3) necessary as the Centers' structural integrity or routine operations are threatened, Loaves 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 January 1<sup>st</sup> of each calendar year.

F. Property Inventory.

Loaves shall maintain an ongoing inventory of all personal property acquired or deleted by Loaves. The City will not be responsible or liable for loss or damage to any personal property of a third party or of Loaves.

Section 5. OBLIGATIONS OF CITY:

A. Performance Obligations.

The City shall be required to do the following: 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 Loaves or Seniors as per Exhibit A or the terms of this Agreement, unless covered by Section 5 of this Agreement.

Major maintenance, repair, and replacement<sup>3</sup> necessitated by structural disrepair, defect or obsolescence, fire or other peril covered by a standard fire insurance policy with an extended coverage endorsement, war, earthquake or other natural disaster, vandalism or malicious mischief or necessitated by compliance with applicable local, state or federal laws and regulations to the Center, its grounds, appurtenant structures, fixtures, and utilities, including:

1. exterior painting and roofing;
2. the Center's water, storm water, sanitary sewer, heating and ventilating systems, natural gas, electrical, cable television and other utilities to the point of entry into the Center;
3. exterior grounds, parking lot and exterior lighting including landscaping;
4. interior walls, ceilings, doors, windows, floors and floor coverings;
5. built-in sound and public address systems
6. maintenance of fire exit lights & extinguishers

B. Payment of Obligations.

City shall be obligated to pay or obtain the following during term of this Agreement:

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<sup>3</sup> As used in this Section, the phrase "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.

1. Water, sanitary sewer and storm water utility charges.
2. Casualty and liability insurance as per Section 9 of this Agreement.

C. Inspections.

Provided said activity does not interfere with the use of Center by Loaves, City shall have the right to enter upon, inspect and use the Center for City purposes. The City may also come upon the property, at all times it deems appropriate to inspect the operation to assure itself that the use of the Center by Loaves is consistent with the terms of this Agreement.

D. Rule Modification Requests.

Upon review of Loaves' budget for the Center, 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 Loaves to modify or terminate same if City reasonably finds that:

1. Violations of local, State, Federal, and other laws or regulations exist.
2. The terms of this Agreement are not being met; or
3. The public interest would be served.

Section 6. OBLIGATIONS OF SENIORS:

A. Performance Obligations.

Seniors shall (except as specifically provided otherwise by Section 4 or 5) be required to do the following:

1. Repair, maintenance, and replacement, of any facility, fixture, appliance, or property at the Center that is owned by Seniors per Exhibit A.

B. Property Inventory.

Seniors shall maintain an inventory of Seniors owned personal property kept at Center. The City and Loaves will not be responsible or liable for loss or damage to any personal property of a third party or of Seniors.

Section 7. CENTER USAGE.

City and Loaves understand and agree the three primary purposes of the Center are (in order of priority):

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.

Non-public usage, such as service group meetings, private parties and receptions, church services, and the like shall only be permitted after the foregoing priority uses have been fully accommodated. The City does not intend the Center to be a public forum.

#### Section 8. CLAIMS:

##### A. Liens.

Except with respect to activities for which City is responsible Loaves 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 Loaves fail to pay any such claims or to discharge any lien, City may do so. Loaves shall be obligated to repay said sum, and the amount paid by City shall bear interest at the rate of 10 percent (10%) 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 Loaves' default.

##### B. Claim Payments.

Loaves 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, Loaves 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.

Loaves shall indemnify, hold harmless, and defend City from any claim, loss or liability arising out of or related to any activity of Loaves at the Center. Loaves' duty to indemnify shall not apply to any claim against the City or any agents, officials, and/or employees thereof, or any other person for which City may be liable. Additionally, Loaves' duty to indemnify shall not prevent any claim by Loaves against City for injury or damage to Loaves or Loaves' property for which City may be liable.

#### Section 9. 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 \$500,000 per person and \$1,000,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage.

B. Loaves Obligations.

During the term of this agreement, Loaves shall procure and continue to carry the following insurance at Loaves' cost:

1. Separate casualty insurance for any Loaves owned personal property at the Center, as per Exhibit A.

2. Liability and property damage insurance with limits of not less than \$500,000 per person and \$1,000,000 per occurrence for bodily injury and \$50,000 per occurrence for property damage.

C. Seniors 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.

D. Waiver of Subrogation.

Loaves and City shall obtain from their 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, but not obtained.

E. Third Party Insurance.

Loaves or City may require any third party utilizing the Center to provide casualty and/or liability insurance. The insurance required by this section must name the City, Loaves and Seniors as additional insureds and must be in a form separate from any personal or homeowners policy. The third party must also indemnify and hold harmless the City, Loaves and Seniors through a written agreement acceptable to the City's attorney.

Section 10. 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 Loaves, except as mutually agreed to by City and Loaves. 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 Loaves may jointly 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. Loaves shall have the right to accept reservations, collect fees, and schedule and make the Center available to third parties consistent with this Agreement and with policies established jointly by City and Loaves governing the Center's use by third parties. Fees collected by Loaves shall be retained by Loaves and shall be used to offset the costs of operation and maintenance of the Center.

#### C. Outside Contracts.

City recognizes that Loaves 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 Loaves or third parties. In general, Loaves shall be obligated to cooperate with these service providers and to provide access to Center facilities without charge. Loaves is responsible for notifying City of any such County or third-party contracts, even when Loaves is not a direct party to such agreements, and providing city with copies of same. If Loaves is a party to such contracts or is otherwise required to provide consent to County or another third party for such public funding or services, Loaves shall obtain written permission from City before doing so.

### Section 11. TERMINATION:

#### A. Termination With Cause.

1. This Agreement may be terminated by City if Loaves breaches any of the terms of this Agreement. Such breach shall be specified by City to Loaves in writing. Loaves shall have forty-five days to cure said breach or such additional time as agreed to by City in writing. If the breach has not been remedied within the time specified then written notice of termination may be give by City at any time after the date upon which such breach was to be remedied. The notice of termination shall specify a date by which Loaves shall surrender the Center, which date shall not be sooner than ten (10) days from the date of notice of termination.

2. Loaves 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.

### Section 12. SURRENDER AT EXPIRATION OR TERMINATION:

#### A. Condition of Center.

Upon expiration or termination of this Agreement, Loaves' shall deliver to City all Center keys, property titles, equipment manuals and warranties, and the like, and surrender the Center to City in first-class condition and broom clean. Alterations constructed by Loaves with permission from City 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 Center is used shall be excepted but repairs for which Loaves is responsible shall be completed to the latest practical date prior to such 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. Loaves shall remove all fixtures, appliances, and furnishings from Center, which remain the property of Loaves. If Loaves fail to do so, this shall be deemed as abandonment of Loaves' property, and City may retain said property. All rights of Loaves 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 Loaves to its obligation of removal.

3. The timing for removal of any fixtures, appliances and furnishings from Center shall be as on or before the date this Agreement expires, or terminates as per Section 11 of this Agreement.

4. Notwithstanding any provision herein above for removal of Loaves' fixtures, appliances, or furnishings on termination, City shall have first option to purchase said property from Loaves at its then fair cash market value, which option shall be exercised by City giving Loaves 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 Loaves 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 Loaves do not vacate the Center at the time required by termination notice, City shall have the option to treat Loaves as a tenant from month to month, subject to all of the provisions of this Agreement.

### Section 13. CENTER MANAGEMENT:

#### A. Generally.

Seniors will act as an advisory board and will promote the Center and its beneficiaries' best interest. Such promotion includes Seniors fundraising on Center's behalf and Seniors receipt and management of any bequests or donations made specifically to Seniors (Sherwood Senior Citizens, Inc.).

#### B. Center Staff.

During the term of the Agreement, Loaves shall employ sufficient staff to properly maintain and operate Center, provided that the Loaves shall employ, at a minimum, one (1) full-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 exclusively employed by Loaves.

### 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 and Loaves.

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 Loaves' 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 of herein above written.

CITY OF SHERWOOD, Oregon a Municipal Corporation

By \_\_\_\_\_  
Ross Schultz, City Manager

LOAVES AND FISHES, INC. an Oregon Corporation

By \_\_\_\_\_  
Joan Smith, Executive Director

SHERWOOD SENIOR CITIZENS, INC. an Oregon Corporation

By \_\_\_\_\_  
Eugene Stewart, President

APPROVED AS TO FORM & CONTENT  
David F. Doughman, 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 and 6.B 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 12.B of this Agreement. The City, Loaves and Seniors assume 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 Loaves, 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 (VR9522ATOI Serial# 41297574).
- C) One (1) Sharp Copy Machine Model SF9800.
- D) One (1) Globe Commercial Meat Cutter Model A 3420.
- E) One (1) Techics Piano
- F) One (1) computer Pentium with creative compact disc & IBM Speakers.
- G) One (1) Monitor NEC JC1531VMA Serial # 25775532.
- H) One Hewlett Packard Printer DeskJet 682C.
- I) One (1) Panasonic Fax Machine FX-FPIOL.
- J) One (1) Sony Boombox.
- K) One (1) Kimball The Pro Entertainer Electric Organ. One (1) Culbransen Theatrum Organ.
- L) One (1) FARRAND Upright Piano.
- M) One (1) pool table and accessories.
- N) One (1) Prime-West Electronic Reader Board.
- O) All artwork, clocks, certificates, plaques, wall hangings, throw rugs and the like, except as listed under Section B of this Exhibit.
- P) Various books, magazines, video, audio cassettes and games.
- Q) Various indoor plants and containers, and other decorative items.

2. The following fixtures, appliances and personal property are owned by Seniors, but regularly used by Loaves. Loaves is responsible for routine cleaning, repair, operation and maintenance of these items.

- A) One (1) Sharp Microwave Oven Model R9330 (Serial No.149474).
- B) 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.
- C) All kitchen wares such as cooking and eating utensils; pots and pans; coffeemakers; and plates, glasses and cups.
- D) 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.

## 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. 08410R2).
- 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-IO steamtable (Serial No. 19F87).
- K) One (1) 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) One (1) 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 maybe kept temporarily at Center as part of activities scheduled as per Exhibit B.

### Rotary Inventory

- U.S. Flag and Stand
- Banners
- Books, Pamphlets
- Shelves
- File Cabinet
- Rotary Wheel
- Misc. Decorations
- Bell
- Mallet

**Lioness Inventory**

- U.S Flag and Stand
- Banners
- Misc. Decorations
- Large Liberty Bell, Mallet
- Box of Fabric
- Misc. craft items
- Christmas and other decorations

**Presbyterian Church**

- Music stands (6)
- 16 channel mixing board with amplifier
- 2 main speakers and stands
- 2 monitors
- sound rack with CD recorder, tape recorder
- 2 wireless microphones, 6 wired microphones
- Children's Toys
- Folding chairs (18)
- Refreshment Supplies (pitchers, cups, napkins, etc.)
- Video screen
- A-Board sign

**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 Center  
21907 SW Sherwood Blvd.  
Sherwood, OR 97140  
(503) 625-5644**

**Welcome to Sherwood Senior Center also known as Marjorie Stewart Senior Community Center. We are glad you have chosen our facility to hold your special event. The following is intended to provide you with information about the Senior Center. If you have further questions or need additional information, please give us a call.**

**USE AND REGULATIONS**

1. Applications 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. NO alcohol will be allowed at the center.
5. All rental fees along with a \$300 or \$500 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 furnishing.
    - 7) All doors and windows must be secured upon the facility.
    - 8) The facility is vacated at the scheduled time.

The 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.)

6. Any damages or loss to the facility is 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.

**FEE SCHEDULE:**

Multi-purpose room= Private Party: \$60/hr, Non-Profit: \$30/hr

Meeting rooms= Private party: \$12.50/hr, Non-Profit: \$10/hr

For meetings: all groups will be given a half hour to set up and a half hour to tear down -no fee)

Kitchen rental = \$50 (flat fee) includes use of refrigerator, steam table, ovens, stove, microwave, ice machine

Coffee Makers = \$10 (flat fee)

**Refundable Security Deposit = \$300 without alcohol, \$500 with alcohol**

**A \$50 non-refundable reservation fee is required to reserve the Center (fee will be deducted from rental fee).**

**\*\*Full payment along with security deposit and insurance certificates are due two weeks prior to scheduled usage.**

**\*\*Make checks payable to the Sherwood Senior Center**

**FOR OFFICE USE ONLY:**

Hours billed: \_\_\_\_\_ at \$ per hour Total = \$ \_\_\_\_\_

Other fees: Kitchen \$ \_\_\_\_\_

Coffee Makers and/or dishes \$ \_\_\_\_\_ Rental Total = \$ \_\_\_\_\_

Refundable Security Deposit \$ \_\_\_\_\_ The senior center will hold this deposit.

Deposit received: Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Cash \_\_\_\_\_ Check # \_\_\_\_\_

Balance Due \$ \_\_\_\_\_

Insurance Certificate received: Date \_\_\_\_\_

Total Balance received: Date Cash Check # \_\_\_\_\_

The Center Director reserves the right to cancel or change facility use agreements when deemed necessary.