

**Sunset Empire Park & Recreation District: Board Meeting Agenda**

**Tuesday, February 27, 2024**

**Bob Chisholm Community Center, 1225 Avenue A, Seaside, OR 97138**

*The SEPRD Board will meet in person. For those that do not prefer to attend in person, the Board will accept written public comment to [info@sunsetempire.com](mailto:info@sunsetempire.com). The Board Meeting will be available via the District's YouTube page at: <https://youtube/AbmFwDqsYuc>*

1. Call to Order
2. Pledge of Allegiance
3. Declaration of Potential Conflict of Interest
4. Recognition of SEPRD Employee of the Month- Ashley Wolfe
5. Public Comment
6. Correspondence
7. Approval of Board Meeting Minutes: January 23, 2024
8. Review Financials: January 2024
9. Staff Presentation: Haley Wilding, HR & Admin Manager
10. Old Business
  - A. Occupancy Update
    1. Fire Suppression System- Update
    2. Conditional Use Permit Application
  - B. Broadway Field Update
    1. Softball Field Project
    2. Community Garden Relocation
  - C. Strategic Plan Update
  - D. Previous Presentations
    1. Expansion of District Boundaries
    2. System's Development Charges
  - E. Budget Committee: Timeline and Recruitment
11. New Business
  - A. Goals for 2024
  - B. Out of District Rates
  - C. Board of Directors Training Requirement
  - D. Surplus Property Policy
    1. IGA for Disposing of Surplus Property
12. Executive Session: *Board of Directors will go to Executive Session for the purpose of "conduct deliberations with persons designated by the governing body to negotiate real property transactions: pursuant to ORS 192.660(1)(e).*
13. Executive Director Report
  - A. Special Events Recap/Meetings & Events Upcoming
    1. SDAO Conference, February 8-11
    2. Family Dance, February 10
    3. March Board Meeting- Thursday, March 21
    4. Egg Hunt, Saturday, March 30
    5. Oregon Legislative Update
14. Board Comment

15. Adjournment

Accessibility: This meeting is handicapped accessible.

Please let us know at 503-738- 3311 x 0,  
if you will need any special accommodation to participate in this meeting.

**ORS 192.670** requires public bodies to provide members of the general public an opportunity to access and attend the meeting via virtual means and provide an opportunity for oral testimony to be provided via technology. For SEPRD, individuals that would like to offer public comment virtually can do so by accessing the meeting using the Zoom information here:

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**SEPRD is inviting you to a scheduled Zoom meeting.**

**Topic:** SEPRD Board Meeting

**Time:** Feb 27, 2024 05:15 PM Pacific Time (US and Canada)

**Join Zoom Meeting:** <https://us02web.zoom.us/j/88545413763>

Meeting ID: 885 4541 3763

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February 27, 2024

To: SEPRD Board of Directors  
From: Skyler Archibald, Executive Director  
Cc: SEPRD Executive Team  
Re: Surplus Property Policy

Directors,

The District is without a "surplus property policy" or anything similar to that. A surplus property policy will guide Staff in disposing of items no longer of use to the District or items that no longer have value. The below policy is presented to the Board for discussion and adoption and has been reviewed by counsel and is in line with best practices with the State of Oregon.

The Board may choose to request more information, deliberate, delay or take other action as they see fit but if they are to proceed the action could sound like this: *"I move that we adopt the Surplus Property Policy."*

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**Surplus property is defined as any personal property of the District that has been determined by the Director, or designee, as being of no use or value to the District.**

The Director, or designee, may dispose of surplus property as follows:

- For property capitalized staff shall submit a request to the Board of Directors for a declaration that certain property is of no further use or value to the District. The Board of Directors shall, by resolution, declare such property "surplus" and authorize the means by which the staff may dispose of the property, including granting the Director discretion to dispose of the property in any appropriate manner. The Board of Directors may require the Director to obtain an appraisal of the property prior to disposition.
- For property not capitalized staff shall have the authority to dispose of at the Director or designee's decision.

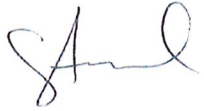
Surplus property must be disposed of in the manner that is most advantageous to the District or the community at large, including, but not limited to, the following:

- (a) Public Auction. Auctions must be sufficiently advertised in the manner that is most likely to obtain a competitive bidding pool for the property. Employees of the District may purchase surplus property from the District only at an advertised auction, and only if the employee submits the highest bid for the property.
- (b) Donation. Surplus property may be donated or sold to any nonprofit organization, and any other local government, or any state or federal program created to dispose of surplus property.
- (c) Disposal. Surplus property determined to be of insufficient value to merit auction or donation may be disposed of in any appropriate manner.



Thank you for your efforts and service to the District.

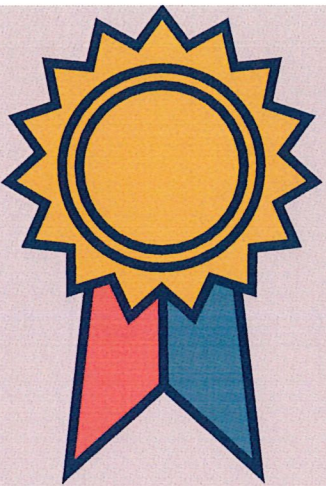
Sincerely,

A handwritten signature in black ink, appearing to read "S. Archibald", written in a cursive style.

Skyler Archibald | Executive Director | Sunset Empire Park & Recreation District

1140 Broadway | Seaside, Oregon 97138

503-738-3311 | [sarchibald@sunsetempire.com](mailto:sarchibald@sunsetempire.com) | [sunsetempire.com](http://sunsetempire.com)



**SUNSET  
EMPIRE**  
PARK + RECREATION DISTRICT

**PAUSE FOR APPLAUSE**

**JANUARY 2024**

**WINNER**

AWARDED TO:

**ASHLEY WOLFE**

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In recognition of superior service to the  
District, its patrons, and  
colleagues.

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**Skyler Archibald**  
EXECUTIVE DIRECTOR

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**Katharine Parker**  
BOARD PRESIDENT



February 20, 2024

Dear SEPRD Board of Directors,

I am writing to request quick action and support for the relocation of the HFTF equipment including nets, guy wires, machines, screens, and floor padding into gym 2 in the SRC facility once the PBL basketball season concludes. The softball field project which is of immense value to the community, SEPRD and SSD is providing a new softball field and is requiring the move of HFTF as you know and in order to maintain a schedule that doesn't impact peak seasons of use in the park this facility needs to be relocated and functional for our local baseball and softball teams as well as our community members that use it occasionally.

I am confident SSD is committed to supporting this relocation in every way reasonably possible which is critical in being able to achieve the goal and support the users.

This project and process has been challenging for all of us and we are getting close to a final resolution and this hurdle is one of the bumps in the road that can really make a big impact in reducing the negative effect of the construction stage on the community and the youth if we can pull it off collectively and find a solution that fits the need while maintaining a positive relationship and outlook collectively.

I urge you to work with your director in Skylar Archibald and the SSD to make this a priority as much as reasonably possible to benefit the youth that call this facility and ball park home during the months of March, April, May and beyond.

Respectfully,

Chris Corder

*"Alone we can do so little, Together we can achieve so much"! - Helen Keller*





**BOARD MEETING MINUTES**

**SUNSET EMPIRE PARK & RECREATION DISTRICT**

**JANUARY 23, 2024, 5:15PM**

*This meeting was held in person at the Bob Chisholm Community Center.  
Staff & Board participating were either in person or participated via Zoom®*

<b>CALL TO ORDER</b>	The Regular meeting of the Sunset Empire Park & Recreation District Board was called to order at 5:15pm by Board President Katharine Parker
<b>ATTENDANCE</b>	<b>Present:</b> Katharine Parker, Board President; Celeste Bodner, Board Vice President; Su Coddington, Board Secretary; Michael Hinton; Kyle Gorman <b>Absent:</b> N/A <b>Also Present:</b> Skyler Archibald, Darren Gooch, Chris McCollister, Cortney Tibbitts, Levi Conner (SEPRD Staff)
<b>PLEDGE OF ALLEGIANCE</b>	Led by Parker.
<b>DECLARATION OF POTENTIAL CONFLICT OF INTEREST</b>	Board President Parker asked for any conflicts of interest. There were no conflicts of interest declared.
<b>PUBLIC COMMENT</b>	There was no public comment this month.
<b>CORRESPONDENCE</b>	There was no correspondence this month.
<b>APPROVAL OF BOARD MEETING MINUTES</b>	The Board reviewed the meeting minutes from the Board Meetings held on November 28, 2023, and January 9, 2024. <i>After review the Board unanimously approved the meeting minutes from the November 28, 2023, meeting (Gorman/Hinton) and the January 9, 2024, meeting (Gorman/Coddington).</i>
<b>REVIEW OF FINANCIALS</b>	The Board reviewed the Financial Reports from November & December 2023. <i>After review the Board unanimously approved the Financials from November &amp; December 2023 (Gorman/Bodner).</i>
<b>STAFF PRESENTATION: LEVI CONNER &amp; CORTNEY TIBBITTS; SEPRD MAINTENANCE &amp; FACILITIES</b>	The Board received a presentation from the SEPRD Maintenance & Facilities team and had a great discussion.

**OLD BUSINESS**

OCCUPANCY UPDATE: Mr. Archibald provided an update regarding the Fire Suppression System and the Conditional Use Permit Application. The project team received the first round of comments and will resubmit plans with hopes of beginning the project in early March and keeping the fire alarm operational during the installation.

BROADWAY FIELD UPDATE: Mr. Archibald shared an update regarding Broadway Field including the IGA completion, Softball Field Project and Community Garden relocation efforts. There will be a listening session for community gardeners on Wednesday, February 7.

STRATEGIC PLAN UPDATE: The Strategic Plan team is targeting meetings the week of February 26 for sessions to review insights from the conducted survey, review the needs and priorities assessment, outline the goals of SEPRD and establish a vision statement and program from the project.

PREVIOUS PRESENTATIONS: The Board had a discussion regarding the previous presentations the Board received regarding SDC's and possible district expansion into nearby communities.

**NEW BUSINESS**

BUDGET COMMITTEE: The Board reviewed the proposed staff schedule for the Budget process for 2024 including two Budget Committee vacancies.

GOALS FOR 2023 REVIEW & GOALS FOR 2024: The Board reviewed the goals for 2023 and discussed the process for creating goals for 2024. The Board will come prepared to have a discussion with staff at the February meeting regarding goals for the upcoming year.

SKI AGREEMENT: The Board reviewed a proposed drafted agreement between SEPRD and Seaside Kids Inc., to pull resources from the two entities together and for SEPRD to offer administrative support to SKI. *After review the Board unanimously voted to approve the drafted agreement (Hinton/Gorman)*

OUT OF DISTRICT RATES: Mr. Archibald shared that he is gathering information to help inform the decision for adjusting the fee schedule and will share with the Board at the February meeting.

BOARD OF DIRECTORS TRAINING REQUIREMENT: The Board is required under the new ORS statute to take an ethics training course annually but information regarding the training has not been finalized.

**EXECUTIVE SESSION**

*The Board unanimously voted to go to Executive Session (Gorman/Bodner) for the purpose of "conducting deliberations with persons designated by the governing body to negotiate real property transactions: pursuant to ORS 192.660(1)(e).*

*The Board unanimously voted to leave Executive Session and reconvene the General Board Meeting (Gorman/Bodner).*

**EXECUTIVE  
DIRECTOR REPORT**

Mr. Archibald provided an update on the following items:

- **ORGANIZATIONAL STRUCTURE CHANGES:** Several changes for the organization including Darren transitioning to a new development/fundraising role and some other staff filling certain responsibilities that he had previously held.
- **SPECIAL EVENT RECAP/MEETINGS & EVENTS UPCOMING:** Mr. Archibald shared a report about events previously held and events/meetings upcoming including the SDAO Annual Conference to be held in Seaside in February.

**BOARD COMMENT**

**Director Hinton** shared that it was a full meeting and thanked Mr. Archibald for his efforts. He stated he was looking forward to the SDAO Conference and noted that with the Family Dance it would be a busy weekend. He stated his preference to the San Francisco '49ers and mentioned a recent training that he completed with Kiwanis for Youth Protection.

**Board Vice-President Bodner** shared that she was invigorated with the goal process of 2023 and the strategic plan moving forward. She stated that she was pleased by the SKI agreement and the presentation by the maintenance staff and that she was looking forward to seeing Darren in his new role.

**Director Coddington** stated that she was pleased with the presentation and work of the maintenance team and their dedication. She stated that the District is a hub of activity and that things are moving forward. She noted her excitement for Darren's transition and hosting the SDAO conference.

**Director Gorman** shared the recent rescue in the pool and thanked the staff that did that. He thanked staff and Directors Hinton and Bodner for their work in completing the Broadway Field IGA and stated his appreciation for the maintenance staff with their range of capabilities.

**Board President Parker** thanked the maintenance staff for their ability to make the district look good and stated her excitement about the SKI agreement and the IGA completion.

**ADJOURNMENT**

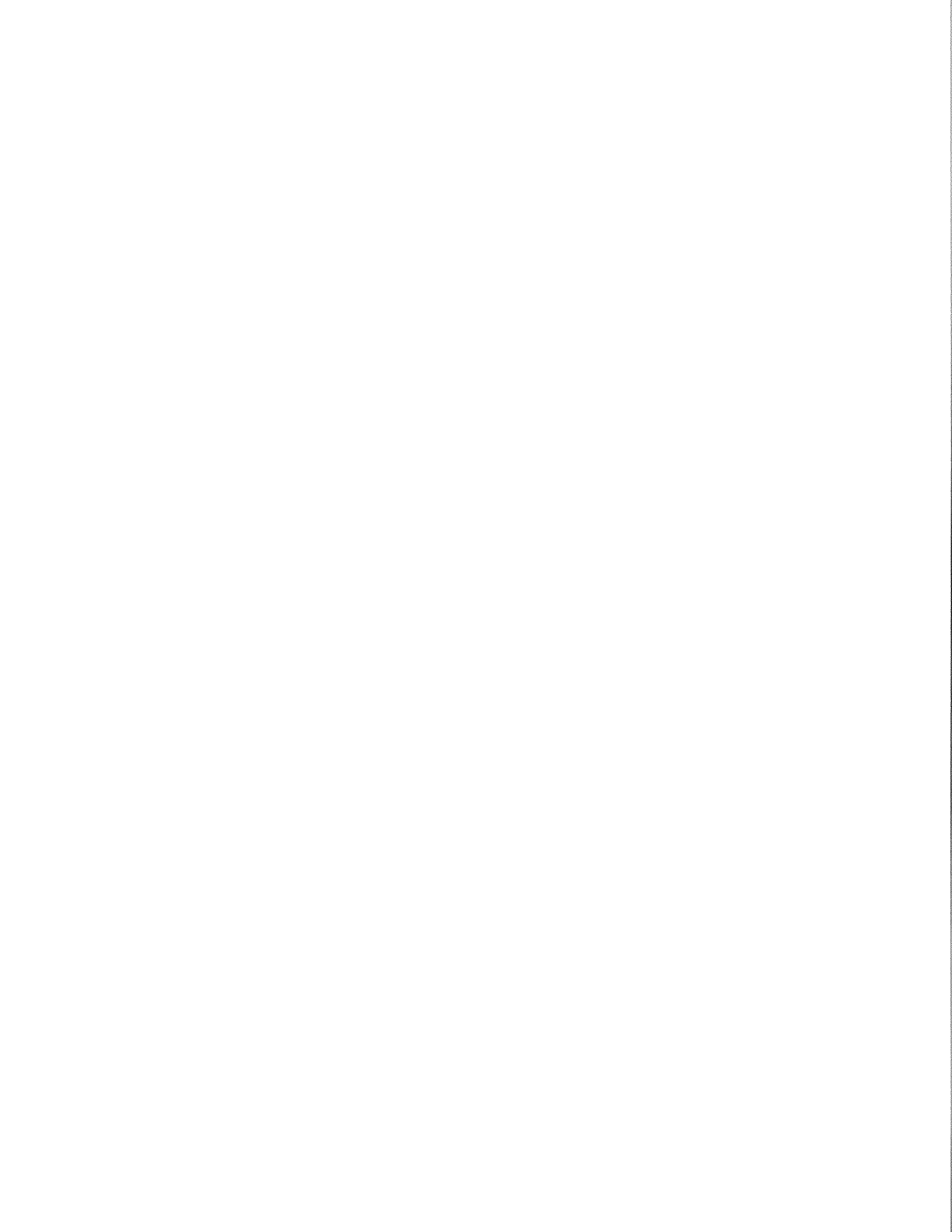
*The meeting was adjourned at 8:36pm by Board President Parker*

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Skyler Archibald, Exec. Director

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Katharine Parker, Board President



# Sunset Empire Park & Recreation District

## Revenue and Expense Report

AD= Administration AQ= Aquatics BF= Building Fund BRF= Broadway Field Fund CC= Community Center  
MNT= Maintenance RC= Recreation SE= Special Events SRC= Sunset Recreation Center YC= Youth Center

Current percentage of the fiscal year: **58.33%**

Through January 31, 2024	FY-to-Date	Annual Budget	Remaining	% Used
<b>REVENUES--</b>				
Aquatics	109,772.48	166,000.00	56,227.52	66.13%
Building Fund	0.00	156,000.00	156,000.00	0.00%
Broadway Field Fund	15,771.42	60,000.00	44,228.58	26.29%
Community Center	62,395.82	93,800.00	31,404.18	66.52%
Recreation	40,065.84	101,500.00	61,434.16	39.47%
Special Events	50,050.84	41,950.00	-8,100.84	119.31%
Sunset Recreation Center	52,397.49	895,000.00	842,602.51	5.85%
Youth Center	173,130.46	445,000.00	271,869.54	38.91%
Taxes & Other	1,945,614.14	1,971,360.00	25,745.86	98.69%
<b>Total Revenues</b>	<b>2,449,198.49</b>	<b>3,930,610.00</b>	<b>1,481,411.51</b>	<b>62.31%</b>
<b>EXPENSES--</b>				
AD Staffing	216,174.81	378,500.00	162,325.19	57.11%
AD PR Taxes and Benefits	62,178.28	109,000.00	46,821.72	57.04%
AD Materials, Supplies, and Services	226,629.92	255,000.00	28,370.08	88.87%
<i>Sub-total AD Expenses</i>	<i>504,983.01</i>	<i>742,500.00</i>	<i>237,516.99</i>	<i>68.01%</i>
AQ Staffing	292,051.85	486,375.00	194,323.15	60.05%
AQ PR Taxes and Benefits	48,295.47	84,900.00	36,604.53	56.89%
AQ Materials, Supplies, and Services	56,434.32	127,000.00	70,565.68	44.44%
<i>Sub-total AQ Expenses</i>	<i>396,781.64</i>	<i>698,275.00</i>	<i>301,493.36</i>	<i>56.82%</i>
CF Capital/Board Discretion Expense	0.00	250,000.00	250,000.00	0.00%
<i>Sub-total BF Expenses</i>	<i>0.00</i>	<i>250,000.00</i>	<i>250,000.00</i>	<i>0.00%</i>
BRF Staffing	610.99	30,000.00	29,389.01	2.04%
BRF PR Taxes and Benefits	46.94	2,750.00	2,703.06	1.71%
BRF Materials, Supplies, and Services	12,458.29	23,750.00	11,291.71	52.46%
<i>Sub-total BRF Expenses</i>	<i>13,116.22</i>	<i>56,500.00</i>	<i>43,383.78</i>	<i>23.21%</i>
CC Staffing	55,551.51	119,300.00	63,748.49	46.56%
CC PR Taxes and Benefits	7,567.35	16,600.00	9,032.65	45.59%
CC Material, Supplies, and Services	12,227.62	30,000.00	17,772.38	40.76%
<i>Sub-total CC Expenses</i>	<i>75,346.48</i>	<i>165,900.00</i>	<i>90,553.52</i>	<i>45.42%</i>
MNT Staffing	111,537.60	196,000.00	84,462.40	56.91%
MNT PR Taxes and Benefits	34,459.57	61,500.00	27,040.43	56.03%
MNT Materials, Supplies, and Services	138,642.65	195,250.00	56,607.35	71.01%
<i>Sub-total MNT Expenses</i>	<i>284,639.82</i>	<i>452,750.00</i>	<i>168,110.18</i>	<i>62.87%</i>
RC Staffing	62,963.02	83,505.00	20,541.98	75.40%
RC PR Taxes and Benefits	10,951.99	22,000.00	11,048.01	49.78%
RC Materials, Supplies, and Services	17,124.43	69,550.00	52,425.57	24.62%
<i>Sub-total RC Expenses</i>	<i>91,039.44</i>	<i>175,055.00</i>	<i>84,015.56</i>	<i>52.01%</i>
SE Staffing	22,258.13	39,350.00	17,091.87	56.56%
SE PR Taxes and Benefits	8,607.34	22,700.00	14,092.66	37.92%
SE Materials, Supplies, and Services	23,242.64	29,150.00	5,907.36	79.73%
<i>Sub-total SE Expenses</i>	<i>54,108.11</i>	<i>91,200.00</i>	<i>37,091.89</i>	<i>59.33%</i>
SRC Staffing	29,551.86	30,000.00	448.14	98.51%
SRC PR Taxes and Benefits	2,272.78	4,200.00	1,927.22	54.11%
SRC Materials, Supplies, and Services	198,851.06	704,800.00	505,948.94	28.21%
<i>Sub-total SRC Expenses</i>	<i>230,675.70</i>	<i>739,000.00</i>	<i>508,324.30</i>	<i>31.21%</i>
YC Staffing	329,533.33	576,350.00	246,816.67	57.18%
YC PR Taxes	50,035.30	83,500.00	33,464.70	59.92%
YC Materials, Supplies, and Services	21,925.76	72,500.00	50,574.24	30.24%
<i>Sub-total YC Expenses</i>	<i>401,494.39</i>	<i>732,350.00</i>	<i>330,855.61</i>	<i>54.82%</i>
<b>Total Expenses</b>	<b>2,052,184.81</b>	<b>4,103,530.00</b>	<b>2,051,345.19</b>	<b>50.01%</b>
<b>Revenues Plus Net Working Capital</b>	<b>2,953,367.49</b>	<b>4,434,779.00</b>	<b>1,481,411.51</b>	<b>66.60%</b>

## January 2024 Personnel Services Breakdown

	FTE's	Wages	PR Taxes	Benefits	Longevity	Total
<b>ADMINISTRATION</b>						
Exempt Staff	4.30	\$ 137,431.55	\$ 19,818.29	\$ 38,549.52	\$ -	\$ 195,799.36
Non-exempt Staff	1.50	\$ 44,852.56	\$ 3,810.47	\$ -	\$ -	\$ 48,663.03
<b>Sub-total</b>	<b>5.80</b>	<b>\$ 182,284.11</b>	<b>\$ 23,628.76</b>	<b>\$ 38,549.52</b>	<b>\$ -</b>	<b>\$ 244,462.39</b>
<b>MAINTENANCE</b>						
Exempt Staff	0.00	\$ -	\$ -	\$ -	\$ -	\$ -
Non-exempt Staff	3.87	\$ 111,537.60	\$ 11,587.91	\$ 22,871.66	\$ -	\$ 145,997.17
<b>Sub-total</b>	<b>3.87</b>	<b>\$ 111,537.60</b>	<b>\$ 11,587.91</b>	<b>\$ 22,871.66</b>	<b>\$ -</b>	<b>\$ 145,997.17</b>
<b>AQUATICS</b>						
Exempt Staff	1.40	\$ 48,853.78	\$ 5,735.49	\$ 16,668.83	\$ -	\$ 71,258.10
Non-exempt Staff	12.67	\$ 243,110.75	\$ 25,891.15	\$ -	\$ -	\$ 269,001.90
<b>Sub-total</b>	<b>14.07</b>	<b>\$ 291,964.53</b>	<b>\$ 31,626.64</b>	<b>\$ 16,668.83</b>	<b>\$ -</b>	<b>\$ 340,260.00</b>
<b>RECREATION</b>						
Exempt Staff	0.20	\$ 9,317.57	\$ 1,473.88	\$ 6,013.06	\$ -	\$ 16,804.51
Non-exempt Staff	0.85	\$ 38,375.45	\$ 3,465.05	\$ -	\$ -	\$ 41,840.50
<b>Sub-total</b>	<b>1.05</b>	<b>\$ 47,693.02</b>	<b>\$ 4,938.93</b>	<b>\$ 6,013.06</b>	<b>\$ -</b>	<b>\$ 58,645.01</b>
<b>YOUTH PROGRAMS</b>						
Exempt Staff	1.30	\$ 47,203.08	\$ -	\$ 16,353.44	\$ -	\$ 63,556.52
Non-exempt Staff	11.80	\$ 282,330.25	\$ -	\$ -	\$ -	\$ 282,330.25
<b>Sub-total</b>	<b>13.10</b>	<b>\$ 329,533.33</b>		<b>\$ 16,353.44</b>	<b>\$ -</b>	<b>\$ 345,886.77</b>
<b>COMMUNITY CENTER</b>						
Exempt Staff	0.15	\$ 6,883.99	\$ 605.00	\$ 1,626.80	\$ -	\$ 9,115.79
Non-exempt Staff	2.70	\$ 48,667.52	\$ 5,335.55	\$ -	\$ -	\$ 54,003.07
<b>Sub-total</b>	<b>2.85</b>	<b>\$ 55,551.51</b>	<b>\$ 5,940.55</b>	<b>\$ 1,626.80</b>	<b>\$ -</b>	<b>\$ 63,118.86</b>
<b>SPECIAL EVENTS</b>						
Exempt Staff	0.65	\$ 22,258.13	\$ 2,381.37	\$ 5,038.77	\$ -	\$ 29,678.27
Non-exempt Staff	0.50	\$ 15,563.56	\$ 1,187.20	\$ -	\$ -	\$ 16,750.76
<b>Sub-total</b>	<b>1.15</b>	<b>\$ 37,821.69</b>	<b>\$ 3,568.57</b>	<b>\$ 5,038.77</b>	<b>\$ -</b>	<b>\$ 46,429.03</b>
<b>BROADWAY FIELD FUND</b>						
Exempt Staff	0.00	\$ -	\$ -	\$ -	\$ -	\$ -
Non-exempt Staff	0.37	\$ 610.99	\$ 46.94	\$ -	\$ -	\$ 657.93
<b>Sub-total</b>	<b>0.37</b>	<b>\$ 610.99</b>	<b>\$ 46.94</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 657.93</b>
<b>SRC FUND</b>						
Exempt Staff	0.00	\$ -	\$ -	\$ -	\$ -	\$ -
Non-exempt Staff	4.20	\$ 29,551.86	\$ 2,272.78	\$ -	\$ -	\$ 31,824.64
<b>Sub-total</b>	<b>4.20</b>	<b>\$ 29,551.86</b>	<b>\$ 2,272.78</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 31,824.64</b>
<b>TOTAL</b>	<b>46.46</b>	<b>\$ 1,086,548.64</b>	<b>\$ 83,611.08</b>	<b>\$ 107,122.08</b>	<b>\$ -</b>	<b>\$ 1,277,281.80</b>



Sunset Empire Park & Recreation Dist, OR

# Check Report

By Check Number

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General-General						
00087	ENGLUND MARINE SUPPLY	01/05/2024	Regular	0.00	694.90	47515
VEN01280	Joanna Ramos	01/05/2024	Regular	0.00	50.00	47516
VEN01189	Meyer Freeman	01/05/2024	Regular	0.00	200.00	47517
01756	Northwest Local Government Legal Advisor	01/05/2024	Regular	0.00	275.00	47518
00150	NORTHWEST NATURAL	01/05/2024	Regular	0.00	6,446.87	47519
01153	Oregon Lithoprint Inc	01/05/2024	Regular	0.00	3,405.00	47520
00157	P&L JOHNSON	01/05/2024	Regular	0.00	365.27	47521
01684	RE Investment Company	01/05/2024	Regular	0.00	346.00	47522
01040	RECOLOGY WESTERN OREGON	01/05/2024	Regular	0.00	680.09	47523
VEN01281	Seamus Mcvay	01/05/2024	Regular	0.00	50.00	47524
VEN01278	Strategies 360, Inc.	01/05/2024	Regular	0.00	5,000.00	47525
VEN01195	Tuff Puffin	01/05/2024	Regular	0.00	1,385.60	47526
VEN01284	Cece Carow	01/10/2024	Regular	0.00	350.00	47527
VEN01242	CONVERGINT	01/10/2024	Regular	0.00	28,500.00	47528
VEN01282	Danielle Kempf	01/10/2024	Regular	0.00	10.00	47529
00099	GRAINGER	01/10/2024	Regular	0.00	185.25	47530
VEN01071	Jacobs Radio	01/10/2024	Regular	0.00	199.00	47531
01223	Jeane Jensen	01/10/2024	Regular	0.00	540.00	47532
01211	Justin Smith	01/10/2024	Regular	0.00	44.06	47533
01795	KLOSH GROUP INC	01/10/2024	Regular	0.00	1,799.62	47534
00161	PACIFIC POWER	01/10/2024	Regular	0.00	5,558.76	47535
00434	RICOH USA	01/10/2024	Regular	0.00	43.11	47536
01133	SDIS	01/10/2024	Regular	0.00	225.00	47537
VEN01283	Sri Pfuntner	01/10/2024	Regular	0.00	18.35	47538
01510	Wave	01/10/2024	Regular	0.00	967.05	47539
00829	ACE HARDWARE - SEASIDE	01/17/2024	Regular	0.00	138.11	47540
VEN01140	CBM Systems, LLC	01/17/2024	Regular	0.00	2,832.81	47541
01133	SDIS	01/17/2024	Regular	0.00	15,075.62	47542
00454	WALTER NELSON CO.	01/17/2024	Regular	0.00	1,258.81	47543
00312	AIRGAS USA, LLC	01/23/2024	Regular	0.00	402.60	47544
00039	BSN SPORTS	01/23/2024	Regular	0.00	5,998.80	47545
VEN01285	Charlotte Mueller	01/23/2024	Regular	0.00	26.66	47546
00460	DEX IMAGING	01/23/2024	Regular	0.00	2,048.23	47547
00099	GRAINGER	01/23/2024	Regular	0.00	544.96	47548
00141	MESHER SUPPLY	01/23/2024	Regular	0.00	1,071.34	47549
00157	P&L JOHNSON	01/23/2024	Regular	0.00	165.00	47550
VEN01190	Scott Edwards Architecture	01/23/2024	Regular	0.00	608.61	47551
VEN01283	Sri Pfuntner	01/23/2024	Regular	0.00	28.02	47552
00900	STAPLES	01/23/2024	Regular	0.00	838.74	47553
00312	AIRGAS USA, LLC	01/26/2024	Regular	0.00	652.36	47554
00649	CTL CORPORATION	01/26/2024	Regular	0.00	476.00	47555
00099	GRAINGER	01/26/2024	Regular	0.00	988.20	47556
00434	RICOH USA	01/26/2024	Regular	0.00	79.65	47557
00829	ACE HARDWARE - SEASIDE	01/30/2024	Regular	0.00	84.49	47558
00788	ELIZABETH MACDONALD	01/30/2024	Regular	0.00	61.18	47559
00099	GRAINGER	01/30/2024	Regular	0.00	277.34	47560
00157	P&L JOHNSON	01/30/2024	Regular	0.00	270.00	47561
01040	RECOLOGY WESTERN OREGON	01/30/2024	Regular	0.00	680.09	47562

Check Report

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
01133	SDIS	01/30/2024	Regular	0.00	56,382.00	47563

Bank Code General Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	52	49	0.00	148,328.55
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>52</b>	<b>49</b>	<b>0.00</b>	<b>148,328.55</b>



Check Report

Date Range: 01/01/2024 - 01/31/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: Payroll-Payroll</b>						
01793	US Treasury	01/31/2024	Bank Draft	0.00	2,129.58	DFT0001244
01793	US Treasury	01/31/2024	Bank Draft	0.00	9,105.66	DFT0001245
01734	Oregon Department of Revenue	01/31/2024	Bank Draft	0.00	4,814.19	DFT0001246
01793	US Treasury	01/31/2024	Bank Draft	0.00	5,145.59	DFT0001247
01793	US Treasury	01/31/2024	Bank Draft	0.00	30.36	DFT0001264
01793	US Treasury	01/31/2024	Bank Draft	0.00	129.84	DFT0001265
01734	Oregon Department of Revenue	01/31/2024	Bank Draft	0.00	66.46	DFT0001266
01793	US Treasury	01/31/2024	Bank Draft	0.00	49.34	DFT0001267
01793	US Treasury	01/31/2024	Bank Draft	0.00	65.76	DFT0001268
01793	US Treasury	01/31/2024	Bank Draft	0.00	281.22	DFT0001269
01734	Oregon Department of Revenue	01/31/2024	Bank Draft	0.00	162.32	DFT0001270
01793	US Treasury	01/31/2024	Bank Draft	0.00	195.84	DFT0001271
01793	US Treasury	01/31/2024	Bank Draft	0.00	2,080.46	DFT0001272
01793	US Treasury	01/31/2024	Bank Draft	0.00	8,895.68	DFT0001273
01734	Oregon Department of Revenue	01/31/2024	Bank Draft	0.00	4,668.69	DFT0001274
01793	US Treasury	01/31/2024	Bank Draft	0.00	5,268.43	DFT0001275

Bank Code Payroll Summary

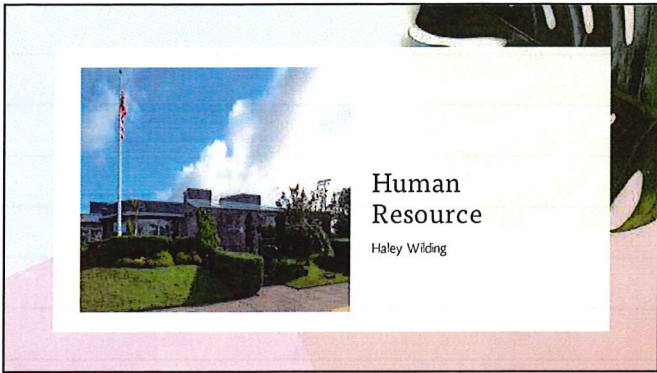
Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	16	16	0.00	43,089.42
EFT's	0	0	0.00	0.00
	<b>16</b>	<b>16</b>	<b>0.00</b>	<b>43,089.42</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	52	49	0.00	148,328.55
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	16	16	0.00	43,089.42
EFT's	0	0	0.00	0.00
	<b>68</b>	<b>65</b>	<b>0.00</b>	<b>191,417.97</b>

### Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	1/2024	191,417.97
			<b>191,417.97</b>




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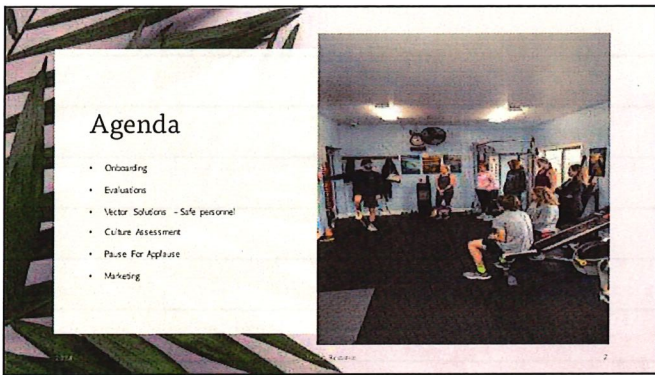
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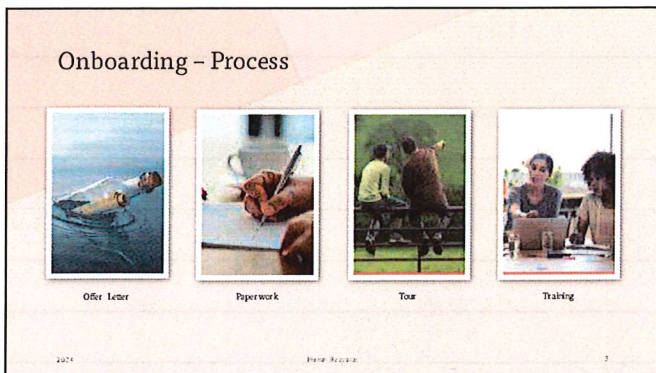
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## Evaluations Part-Time

Survival Engine Part & Recreation Crews Staff Evaluation

Name: \_\_\_\_\_ Date: \_\_\_\_\_

5 Excellent  
4 Very Good  
3 Good  
2 Fair  
1 Poor

Typically Done in June  
Entire process takes about Two Weeks  
Staff does Self-Evaluation  
Manager does an evaluation  
Comment boxes allow for additional conversations  
Holds each other accountable

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## Evaluations Full-time

Please describe your supervisor's performance in the past 12 months:

How prepared are you to communicate effectively with staff and participants from different cultural/ethnic/racial backgrounds as well as maintaining the District Vision in coordinating and embracing our diverse regional heritage and spirit of culture?

Feedback

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## Vector Solutions

- Sexual Harassment
- Discrimination Awareness
- Workplace Bullying
- Diversity, Equity, and Inclusion
- Workplace Injury Prevention
- Department Specific Training




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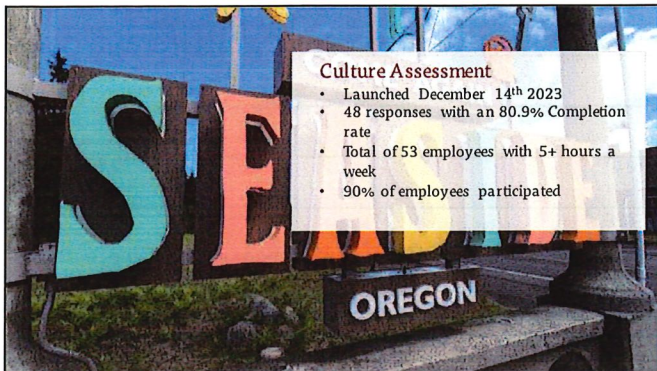
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### Culture Assessment

- Launched December 14<sup>th</sup> 2023
- 48 responses with an 80.9% Completion rate
- Total of 53 employees with 5+ hours a week
- 90% of employees participated

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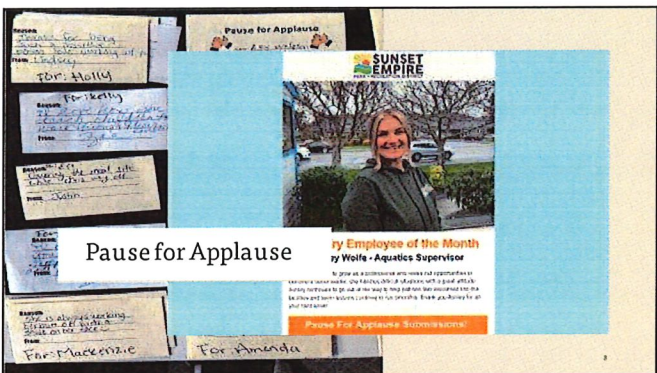
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### Pause for Applause

#### Employee of the Month

by Wolfe - Aquatics Supervisor

As you all are a professional and work hard together as a team, it is important to recognize the hard work and dedication of our employees. We are proud to have our Employee of the Month, by Wolfe - Aquatics Supervisor. She has been a great asset to our team and we are proud to have her as our Employee of the Month. We are proud to have her as our Employee of the Month. We are proud to have her as our Employee of the Month.

Pause For Applause Submissions!

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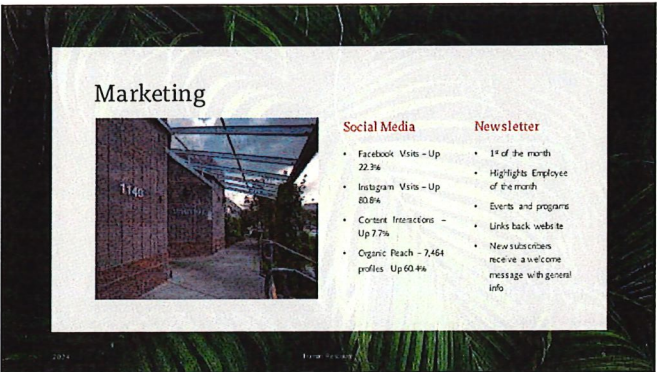
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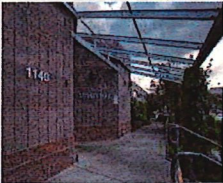
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### Marketing



#### Social Media

- Facebook Visits - Up 22.7%
- Instagram Visits - Up 60.8%
- Content Interactions - Up 7.7%
- Organic Reach - 7,464 profiles Up 60.4%

#### Newsletter

- 1<sup>st</sup> of the month
- Highlights Employee of the month
- Events and programs
- Links back website
- New subscribers receive a welcome message with general info

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February 27, 2024

To: SEPRD Board of Directors  
Re: District Goals, 2024

Directors,

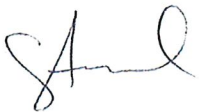
I'm looking forward to the discussion about our goals for 2024. Below are some goals developed by staff and/or goals from 2023 that we hope to continue working toward accomplishing.

- Obtain full occupancy of the SRC
- Complete the strategic plan
- Adopt a new fee structure meeting Board and Staff priorities
- Oversee (from the SEPRD perspective) the softball field relocation project
- Allocate proper time and engagement for ORPA leadership

These goals provide transparency to the public, accountability for both staff and Board and focus and direction that is helpful for myself and the staff to allocate our time properly.

I look forward to our discussion and working this year to accomplish the goals identified.

Sincerely,



Skyler Archibald | Executive Director | Sunset Empire Park & Recreation District

1140 Broadway | Seaside, Oregon 97138

503-738-3311 | [sarchibald@sunsetempire.com](mailto:sarchibald@sunsetempire.com) | [sunsetempire.com](http://sunsetempire.com)





February 27, 2024

To: SEPRD Board of Directors  
From: Skyler Archibald, Executive Director  
Cc: SEPRD Executive Team  
Re: Surplus Property Policy

Directors,

The District is without a "surplus property policy" or anything similar to that. A surplus property policy will guide Staff in disposing of items no longer of use to the District or items that no longer have value. The below policy is presented to the Board for discussion and adoption and has been reviewed by counsel and is in line with best practices with the State of Oregon.

The Board may choose to request more information, deliberate, delay or take other action as they see fit but if they are to proceed the action could sound like this: *"I move that we adopt the Surplus Property Policy."*

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**Surplus property is defined as any personal property of the District that has been determined by the Director, or designee, as being of no use or value to the District.**

The Director, or designee, may dispose of surplus property as follows:

- For property capitalized staff shall submit a request to the Board of Directors for a declaration that certain property is of no further use or value to the District. The Board of Directors shall, by resolution, declare such property "surplus" and authorize the means by which the staff may dispose of the property, including granting the Director discretion to dispose of the property in any appropriate manner. The Board of Directors may require the Director to obtain an appraisal of the property prior to disposition.
- For property not capitalized staff shall have the authority to dispose of at the Director or designee's decision.

Surplus property must be disposed of in the manner that is most advantageous to the District or the community at large, including, but not limited to, the following:

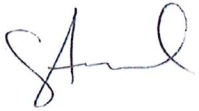
- (a) Public Auction. Auctions must be sufficiently advertised in the manner that is most likely to obtain a competitive bidding pool for the property. Employees of the District may purchase surplus property from the District only at an advertised auction, and only if the employee submits the highest bid for the property.
- (b) Donation. Surplus property may be donated or sold to any nonprofit organization, and any other local government, or any state or federal program created to dispose of surplus property.

(c) Disposal. Surplus property determined to be of insufficient value to merit auction or donation may be disposed of in any appropriate manner.

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Thank you for your efforts and service to the District.

Sincerely,



Skyler Archibald | Executive Director | Sunset Empire Park & Recreation District

1140 Broadway | Seaside, Oregon 97138

503-738-3311 | [sarchibald@sunsetempire.com](mailto:sarchibald@sunsetempire.com) | [sunsetempire.com](http://sunsetempire.com)

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE STATE OF OREGON AND LOCAL CONTRACTING AGENCY  
FOR DISPOSAL OF SURPLUS PERSONAL PROPERTY, VEHICLES, HEAVY  
EQUIPMENT, TITLED TRAILERS & WATERCRAFT**

This Intergovernmental Agreement (the “Agreement”) is between the State of Oregon, Department of Administrative Services, (the “State”) and Sunset Empire Parks and Recreation District (the “Local Contracting Agency”) (collectively, the “Parties”) for the purpose of setting forth the terms and conditions for services to be provided by the State for the disposal of surplus Personal Property, Vehicles, Heavy Equipment, Titled Trailers, and Watercraft owned or under the control of the Local Contracting Agency.

RECITALS

Pursuant to ORS 190.110 and ORS 279A.250 to ORS 279A.285 (the “Authorizing Statutes”) and rules adopted in accordance with the Authorizing Statutes, the State is authorized to enter into intergovernmental agreements with state agencies, local governments and special government bodies for the acquisition, distribution, utilization, disposal or sale of surplus personal property in accordance with federal and state laws.

The parties to this Agreement wish to enter into this Intergovernmental Agreement for the disposal of Surplus Property. In entering into this Agreement, the Parties understand and acknowledge that the Local Contracting Agency has no obligation to utilize any of the Services (as defined hereafter) provided by the State pursuant to the Agreement. Notwithstanding this understanding and acknowledgment, the Parties agree that any transaction with respect to the Services provided hereunder shall be governed by this Agreement.

The Parties agree as follows:

1. DEFINITIONS

- (a) “Administrative Fee” means the fee, calculated in accordance with the Administrative Fee Schedule attached hereto as Attachment A, which is charged to the Local Contracting Agency by the State for the disposal of a Property Item.
- (b) “Marketing Fee” means the fee charged to a Local Contracting Agency for the cost incurred by the State in connection with the marketing of a Property Item.
- (c) “Property Item” means Surplus Property of the Local Contracting Agency which the Local Contracting Agency requests the State to dispose of pursuant to this Agreement.
- (d) “Reserve Price” means the minimum Transaction Price that the Local Contracting Agency will accept for the sale of the Property Item.

- (e) “Service Fee” means the fee charged to the Local Contracting Agency to cover the cost of repairs, maintenance or other services expended on a Property Item, by or at the direction of the State, when such repairs, maintenance or services may, in the judgment of the State, be expected to increase the potential Transaction Price of a Property Item.
- (f) “Services” means the acquisition, distribution, utilization, disposal or sale of Surplus Property of the Local Contracting Agency by the State.
- (g) “Surplus Property” means surplus property owned or under the control of the Local Contracting Agency that is designated by the Local Contracting Agency to be disposed of by the State.
- (h) “Surplus Property List” means the inventory list of Property Items for disposal maintained by the State.
- (i) “Transaction” means the disposal of a Property Item or group of Property Items by the State for and on behalf of the Local Contracting Agency.
- (j) “Transaction Price” means the disposal price received for a Property Item.

2. SERVICES TO BE PROVIDED.

The State agrees to provide the Services to the Local Contracting Agency on the terms and conditions set forth in the Agreement.

3. TERM OF THE AGREEMENT.

- (a) The Agreement shall be executed on the date it has been signed by all the Parties, and received all approvals required by applicable law.
- (b) The Term of the Agreement shall be for a period of five (5) years after the executed contract date, unless terminated earlier by the Parties in accordance with Section 6 below.

4. COMPENSATION TO THE STATE.

- (a) In consideration for the performance of the Services, the Local Contracting Agency shall pay an Administrative Fee to the State for each Transaction. In addition, the State may also require the payment of a Service Fee and Marketing Fee under the circumstances described hereafter. Local Contracting Agency agrees to pay these fees as assessed by the State.
- (b) The State may charge a Service Fee to the Local Contracting Agency where, in the judgment of the State, the potential Transaction Price of the Property Item may be increased by the repairs, maintenance or services on the Property Item.
- (c) The State may charge a Marketing Fee under the circumstances set forth in Section 5 and Section 7 (c).

- (d) The amount due each of the Parties from the Transaction Price for the disposal of the Property Item shall be calculated as set forth hereafter:
  - (1) First, the Administrative Fee shall be calculated and deducted from the Transaction Price and retained by the State.
  - (2) Second, if a Service Fee or Marketing Fee has also been incurred by the State in connection with the disposal of a Property Item, such fees will be deducted from the balance of the Transaction Price remaining after the deduction of the Administrative Fee. These fees shall also be retained by the State.
  - (3) The balance of the Transaction Price remaining after the deductions set forth in (1) and (2) above shall be remitted to the Local Contracting Agency within thirty (30) days of the receipt of the Transaction Price by the State.

5. REMOVAL OF PROPERTY ITEM FROM SURPLUS PROPERTY LIST

The Local Contracting Agency may, at any time, remove a Property Item from the Surplus Property List by notifying the State in writing. Upon receipt of the notice, the State shall take all actions required to stop marketing efforts in progress for the specified Property Item. As a condition of the removal of the Property Item from the Surplus Property List under this Section, the Local Contracting Agency agrees to pay to the State, within thirty (30) days of receipt of an invoice, the greater of \$100 or the sum of the any Service Fee and Marketing Fee incurred by the State in connection with the Property Item.

6. TERMINATION OF THE AGREEMENT

- (a) This Agreement may be terminated without liability or penalty, by either party, upon thirty (30) days written notice. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
- (b) The State may terminate this Agreement immediately without liability or penalty in the event funding sufficient to support the program is suspended, withdrawn, denied, or terminated. The State shall have absolute discretion to determine the availability of sufficient funding, and may effect termination of this Agreement by delivery of written notice to the Local Contracting Agency.

7. RESPONSIBILITY OF THE LOCAL CONTRACTING AGENCY

- (a) Local Contracting Agency understands and acknowledges that it is under no obligation to utilize the Services of the State.
- (b) In the event that the Local Contracting Agency wishes to utilize the Services provided by the State, it will follow the guidelines established by the State ([www.OregonSurplus.com](http://www.OregonSurplus.com) – see Local Government). The information submitted to the State shall contain true and correct information known or, which through due inquiry, reasonably should have been known, by the Local Contracting Agency.

- (c) The Local Contracting Agency may specify a Reserve Price for each Property Item. If the Local Contracting Agency chooses to specify a Reserve Price for a Property Item, it will provide the State with information to support the reasonableness of the requested Reserve Price. The Reserve Price will not be lowered without the agreement of the Local Contracting Agency. If the Local Contracting Agency chooses to specify a Reserve Price, the State may charge a Marketing Fee for any additional expense attributable to the marketing of the Property Item.
- (d) The Local Contracting Agency shall provide such additional information about the Property Item as may be requested by the State in order to provide the Services in an effective and efficient manner.
- (e) The Local Contracting Agency agrees to allow all Administrative Fees, Service Fees and Marketing Fees to be deducted from the Transaction Price in accordance with Section 4 prior to the final disbursement of the balance of the Transaction Price to the Local Contracting Agency.
- (f) Local Contracting Agency shall maintain such insurance as it may deem appropriate on each Property Item to be disposed of by the State pursuant to this Agreement. **The State hereby notifies the Local Contracting Agency that the State does not maintain insurance for the damage to or destruction of any Property Item.**
- (g) Removal of official agencies decals/stickers from vehicles.

8. REPRESENTATION AND WARRANTIES OF THE LOCAL CONTRACTING AGENCY AND AGREEMENT TO INDEMNIFY FOR BREACH

Local Contracting Agency hereby represents and warrants as follows:

- (a) that it is authorized by applicable statutes, administrative rules, ordinances, charter provisions, by-laws and or other applicable governing authority to enter into this Agreement and the Transactions contemplated by this Agreement.
- (b) that this Agreement, when executed and delivered, is a valid and binding obligation of the Local Contracting Agency that is enforceable in accordance with its terms;
- (c) that it owns or is lawfully in possession of the Surplus Property which it authorizes the State to sell in connection with the Services.
- (d) that the information provided to the State with respect to each Property Item is true and correct to the best of its knowledge.
- (e) that it will indemnify the State for any losses the State might suffer as a consequence of the breach of any of the representations and warranties set forth in Section 8 (a) through 8 (d) above.

9. RESPONSIBILITY OF THE STATE,

- (a) The State shall endeavor to use commercially reasonable efforts in providing the Services to the Local Contracting Agency.
- (b) The State will notify the Local Contracting Agency in writing at least thirty (30) days prior to any scheduled changes in services and or fees.
- (c) The State shall be obligated to transmit the proceeds of each Transaction to the Local Contracting Agency in accordance with the terms of the Agreement.
- (d) The State will take necessary actions to assist the Local Contracting Agency to become a subscriber to and user of the State Surplus Property disposal network, which belongs to and is used by the State of Oregon and its constituent agencies and divisions.

10. LIMITATION OF LIABILITY

The State's maximum liability for any damages claimed by the Local Contracting Agency, whether in contract or tort, shall not exceed the Administrative Fee which was charged the Local Contracting Agency for disposal of the Property Item (if the Property Item was disposed of) or the Administrative Fee that would have been charged (in the event that the Property Item was not disposed of) by the State. The Local Contracting Agency agrees that in no event shall the State be liable for any damage or destruction of a Property Item or for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits or revenue, including, but not limited to, delay, interruption of business activities, or lost receipts.

11. INDEMNIFICATION BY THE LOCAL CONTRACTING AGENCY

Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300), the Local Contracting Agency shall indemnify the State against any liability for personal injury or damage to life or property arising from the Local Contracting Agency's actions under this Agreement provided, however, the Local Contracting Agency shall not be required to indemnify the State for any such liability arising out of the wrongful acts of the State, its officers, employees or agents.

12. ASSIGNMENT

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign or transfer its interest in this Agreement without the prior written approval of the other.

13. WAIVER

The failure to either party to enforce any provisions of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent, similar breach.

14. SEVERABILITY

If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision. If any term or provision of this Agreement is declared by a court or tribunal of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15. VENUE, CHOICE OF LAW AND CONSENT

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement. The parties acknowledge that this is a binding and enforceable agreement and to the extent permitted by law, expressly waives any defense that either party does not have the right to seek judicial enforcement of this Agreement.

16. ATTORNEY FEES

In the event a lawsuit of any kind is instituted on behalf of either party to collect any payment due under this Agreement or to obtain performance of any kind under this Agreement, each party shall be responsible for its own attorney fees and all related costs and disbursements incurred therein.

17. INDEPENDENT CONTRACTOR STATUS

The State shall perform all of the Services as an independent contractor. Nothing contained in this Agreement is intended or should be construed as creating the relationship of partners, joint-ventures, an association between the State and the Local Contracting Agency or a principal/agent relationship. Nor shall the employees, agents or representatives of either party be considered to be employees, agents, or representatives of the other party for any purpose.

18. MERGER

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OR PROVISIONS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE SHALL BE EFFECTIVE ONLY IN THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.



19. LOCAL GOVERNMENT DEFAULT

- (a) Local Government will be in default under this Agreement upon the occurrence of any of the following events: Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- (b) Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- (c) Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

20. AGENCY DEFAULT

Agency will be in default under this Agreement upon the occurrence of any of the following events:

- (a) Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement; or,
- (b) Any representation, warranty or statement made by Agency in this Agreement or in any documents or reports relied upon by Local Government is untrue in any material respect when made.

21. REMEDIES

- (a) In the event Local Government is in default under Section 19, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 19, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, including for interest within the limits set of ORS 293.462, or (e) exercise of its right of recovery of overpayments under Section 22 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- (b) In the event Agency is in default under Section 20 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 6 or in the event Agency terminates this Agreement under Sections 6 (a) or (b), Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed according to the requirements, acceptance criteria, representations and warranties of the this agreement and for authorized expenses incurred and interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for Deliverable-based work, a claim for the sum designated for completing the Deliverable multiplied by the percentage of work completed on the Deliverable and accepted by Agency, for authorized expenses incurred, and interest within the limits of ORS 293.462, less previous amounts paid for the Deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement under Section 6. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 21 (b), Local Government shall promptly pay any excess to Agency.

22. RECOVERY OF OVERPAYMENTS

If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

23. NO THIRD PARTY BENEFICIARIES

State and Local Contracting Agency are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

24. NOTICES

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party’s Authorized Representative at the physical address, or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender’s receipt of confirmation generated by the recipient’s email system that the notice has been received by the recipient’s email system.

**Contact Information for the State:**

Carla Jeannette, Program Analyst  
Enterprise Asset Management – Surplus Property  
PH: (503) 378-2753  
FAX: (503) 378-8558  
EMAIL: [Carla.Jeannette@das.oregon.gov](mailto:Carla.Jeannette@das.oregon.gov)

Department of Administrative Services  
Property Distribution Center  
1665 Salem Industrial Drive NE  
Salem, OR 97303-4238

**Contact Information for the Local Contracting Agency:**

Levi Conner  
(Contact Name)  
Sunset Empire Parks and Recreation District  
(Name of Agency)  
(503) 738-3311  
(PH)  
(503) 738-3284  
(FAX)  
[lconner@sunsetempire.com](mailto:lconner@sunsetempire.com)  
(Email)

Director of Facilities and Maintenance  
(Title)  
1140 Broadway St  
(Address 1)  
(Address 2)  
Seaside, OR 97138  
(City, State, ZIP)

25. NONAPPROPRIATION

Agency’s obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 4 of the Oregon Constitution or any other law limiting the activities, liabilities, or monetary obligations of Agency.

26. AMENDMENTS

This Agreement may be amended only by written signed by the Parties and approved as may be required by all applicable laws, rules, and ordinances, Provided however that the Administrative Fee Schedule (Attachment A) may be changed by the State at any time without the consent of the Local Contracting Agency upon written notice to the Local Contracting Agency in accordance with Section 24.

27. SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 1, 8, 10, 12, 14, 15, 19, 20, 21, 23, 24, and 30 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

28. FORCE MAJEURE

Neither Party is responsible for any failure to perform nor any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Each Party may terminate this Agreement upon written notice to the other party after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

29. ASSIGNMENT AND SUCESSORS IN INTEREST

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

30. MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No wavier or consent under this Agreement will bind a party unless signed by an authorized person representing the consenting or waiving party, Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

31. SIGNATURES

Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each Person signing this Agreement represents and warrants having authority to execute this Agreement.

**LOCAL CONTRACTING AGENCY**  
Sunset Empire Parks and Recreation District

\_\_\_\_\_  
(By)  
Skyler Archibald, Executive Director  
\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)

**STATE OF OREGON, acting by and through its –**  
**Department of Administrative Services –**  
**Enterprise Asset Management – Surplus Property**

\_\_\_\_\_  
(By)  
Sven Anderson, Surplus Property Manager  
\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)

**STATE OF OREGON acting by and through its –**  
**Department of Administrative Services –**  
**Procurement Services**

\_\_\_\_\_  
(By)  
Brent Lutz, PS Manager  
\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Date)

**ATTACHMENT A**  
**ADMINISTRATIVE FEE SCHEDULE**

Fees for services provided will, whenever possible and practicable, be deducted from the property-generating Agencies' reimbursement as 'other receivables'. Reimbursements for items sold, and fees that exceed revenues, will be billed monthly on net 30 terms.

Please see current Administrative and Service Fees, and Resale Rates listed at Oregon Surplus's website at: <https://www.oregon.gov/DAS/surplus/Pages/Index.aspx>.

**Administrative Fee – Personal Property\*, Vehicles, Heavy Equipment, Titled Trailers & Watercraft\*\*:**

\* Personal property accepted under this agreement will normally have a present value of at least \$1,000. Personal property accepted will be determined on a case-by-case basis at the sole discretion of the State.

\*\* The following is a solid, but not all-inclusive, list of what falls into the category of Vehicles, Heavy Equipment, Titled Trailer and Watercraft:

Cars, pick-ups, trucks, graders, bulldozers, RVs, backhoes, front-end loaders, buses, cranes, skidders, motorcycles, skid-steers, snowmobiles, ATVs, excavators, rollers, planes, Sno-cats, forklifts, manlifts, tractors, riding mowers, trenching machine, golf carts, Gators/Mules, trailers, boats (not kayaks, canoes or other small, similar non-motorized boats), etc. **Note:** Individual parts or attachments are categorized as personal property (i.e. tires are not a car; a grader blade is not a grader.)

**Service Fee – 3<sup>rd</sup> Party Towing:**

\$ Actual cost (pass through)

**Service Fee - repairs, maintenance, or services (i.e. battery, tire(s), etc.)**

\$ Actual cost (pass through)

**Marketing Fee – Supplemental Advertising:**

As requested and approved by the property generating agency at: \$ Actual + 20%

ANUAL DE SUNSET EMPIRE PARK & RECREATION

# BÚSQUEDA DE HUEVOS

## & BUCEO DEL TESORO ACUÁTICO

SABADO, 30 DE MARZO DE 2024

EN EL PARQUE BROADWAY

1140 BROADWAY, SEASIDE, OREGON

El calendario de la BÚSQUEDA DE HUEVOS:

- 10:00 am Visita con el Conejo de Pascua
  - 10:30 a. m. La búsqueda comienza primero con el grupo de edad más joven y continúa con la siguiente categoría de edad (todos los horarios de inicio son provisionales y están sujetos a cambios):
  - 0 a 2 años - Canastas y ayuda de un adulto OK
  - 3 a 4 años - Cestas OK
  - 5 a 6 años - No se permiten cestas
  - 7 a 8 años - No se permiten cestas
  - 9 a 10 años - No se permiten cestas
- Acomodaciones especiales disponibles

### BUCEO DEL TESORO ACUATICO

en la piscina Sunset - 1140 Broadway St

El costo es \$5.00

Cronograma:

12:30 h edades 7-9 años

13:30 edades 10-13 años

14:30 edades 14-17 años



patrocinador de oro

# TOYOTA



Amigo patrocinador



Amigo patrocinador



Visita [sunempire.com](http://sunempire.com) para más información





SUNSET EMPIRE PARK & RECREATION'S ANNUAL

# EGG HUNT & TREASURE DIVE

**SATURDAY, MARCH 30, 2024**  
**AT BROADWAY PARK**  
**1140 BROADWAY, SEASIDE, OR**

## The EGG HUNT Schedule:

- 10:00am Visit with the Easter Bunny
  - 10:30am Hunt Begins with youngest age group first and continues with the next age category (All start times are tentative and subject to change):
  - 0 to 2 years - Baskets & Adult Help OK
  - 3 to 4 years - Baskets OK
  - 5 to 6 years - No Baskets Allowed
  - 7 to 8 years - No Baskets Allowed
  - 9 to 10 years - No Baskets Allowed
- Special Accommodations Available

## AQUATIC TREASURE DIVE

at Sunset Pool - 1140 Broadway St

Cost is \$5.00

### Schedule:

- 12:30pm ages 7-9 years old
- 1:30pm ages 10-13 years old
- 2:30pm ages 14-17 years old



Gold Sponsor



# TOYOTA



Friend Sponsor



Friend Sponsor



Visit [SunsetEmpire.com](http://SunsetEmpire.com) For More Info

