

**Sunset Empire Park & Recreation District****Board Meeting Agenda****Tuesday, March 29, 2022, 5:15pm****Bob Chisholm Community Center, 1225 Avenue A, Seaside, OR 97138**

The SEPRD Board will meet in person following guidance from the State of Oregon. 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://youtu.be/AbmFwDqsYuc>

1. Call to Order
2. Pledge of Allegiance
3. Declaration of Potential Conflict of Interest
4. Public Comment
5. Correspondence
6. Recognition of SEPRD Employee of the Month: Ashley Wolfe
7. Approval of Board Meeting Minutes: February 22, 2022
8. Review Financials: February 2022
9. Staff Presentation- Lindsey Wolfe, Aquatics Coordinator
10. Old Business
  - A. Budget Committee Composition
11. New Business
  - A. NWSDS Mealsite Contract (Approval)
  - B. District Goals for 2022 (Approval)
  - C. NWRESO Contract (Discussion)
12. Executive Director Report
  - A. Board Workshop Date- April
  - B. Seaside Warming Center Report
  - C. Family Dance Report (Melissa Ousley)
  - D. Special Events Report/Events Upcoming
    1. Board Workshop- April 12(?), 4:15pm
    2. Egg Hunt- April 16
    3. April Board Meeting- April 26
    4. Sip & Savor 2022- May 1 (BCCC)
    5. Budget Committee Meeting- May 3
13. Board Comment
14. 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:

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

**Topic: Board Meeting (Zoom--> Public Comment)**

**Time: Mar 29, 2022 05:15 PM Pacific Time (US and Canada)**

**Join Zoom Meeting**

**<https://us02web.zoom.us/j/88318706771?pwd=QXJNbW9TbUYrMXJ1bGdKTjNlVGVs1QT09>**

**Meeting ID: 883 1870 6771**

**Passcode: 806675**

**One tap mobile**

**+13462487799,,88318706771#,,,,\*806675# US (Houston)**

**+16699006833,,88318706771#,,,,\*806675# US (San Jose)**

**Dial by your location**

**+1 346 248 7799 US (Houston)**

**+1 669 900 6833 US (San Jose)**

**+1 253 215 8782 US (Tacoma)**

**+1 312 626 6799 US (Chicago)**

**+1 929 205 6099 US (New York)**

**+1 301 715 8592 US (Washington DC)**

**Meeting ID: 883 1870 6771**

**Passcode: 806675**

**Find your local number: <https://us02web.zoom.us/j/kc0TQnbnrTG>**





PAUSE FOR APPLAUSE

# MARCH WINNER

AWARDED TO:

## ASHLEY WOLFE

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



**BOARD MEETING MINUTES****SUNSET EMPIRE PARK & RECREATION DISTRICT****FEBRUARY 22, 2022, 5:15PM***This meeting was held in person at the Bob Chisholm Community Center.*

<b>CALL TO ORDER</b>	The Regular meeting of the Sunset Empire Park & Recreation District Board was called to order at 5:17pm by Board President Katharine Parker.
<b>ATTENDANCE</b>	<b>Present:</b> Directors: Katharine Parker, Michael Hinton, Su Coddington Celeste Bodner, Erika Marshall <b>Absent:</b> None <b>Also Present:</b> Skyler Archibald, Darren Gooch, Melissa Ousley, Tina Olea: SEPRD Staff
<b>PLEDGE OF ALLEGIANCE</b>	Led by Parker.
<b>CONFLICT OF INTEREST</b>	No Directors declared a conflict of interest.
<b>PUBLIC COMMENT</b>	There was no public comment offered.
<b>CORRESPONDENCE</b>	There was no correspondence this month.
<b>RECOGNITION OF SEPRD EMPLOYEE OF THE MONTH FOR FEBRUARY: LORA HENRY</b>	The Board recognized the work of Lora Henry. Lora serves the District in an important role in the Youth Program department managing the snack program and helping check kids in and out of the program each day. Thank you Lora for your hard work for SEPRD!
<b>APPROVAL OF BOARD MINUTES</b>	The Board reviewed the meeting minutes from the Board Meeting on January 25, 2022. <i>The Board unanimously approved the January 25, 2022 Board Meeting Minutes (Hinton/Bodner).</i>
<b>REVIEW OF FINANCIALS</b>	The Board reviewed the Financial Reports from January 2022. After review, <i>the Board voted unanimously to approve the financial report as presented from January (Bodner/Coddington).</i>
<b>STAFF PRESENTATION: DARREN GOOCH, DIRECTOR OF OPERATIONS</b>	Darren Gooch shared an update with the Board regarding the District's operations and his role in overseeing the Finance, IT and Patron Relations Specialists.
<b>OLD BUSINESS</b>	<b><u>BUDGET COMMITTEE APPLICANTS:</u></b> Mr. Archibald reviewed the open Budget Committee positions and the process for interviewing candidates for those vacancies. It is anticipated that the Board will interview the Budget Committee applicants on March 29, before their next regular meeting.



Broadway Field Work: Mr. Archibald shared an update with regarding recent work at Broadway Field to repair areas on the Baseball and Softball field from normal wear and tear. The work was performed by FieldTurf.

## NEW BUSINESS

SPR Foundation Scholarship Report: Mr. Archibald shared the final report for the 2021 calendar year. The Foundation contributed nearly \$22,000 in scholarship funds this year, the bulk going to Youth Programs recipients and families.

ORS 192.670 Compliance: Mr. Archibald shared how the District is providing greater access to public meetings. Starting at this meeting, the Board will be able to hear public comment from online/phone participants using Zoom.

## EXECUTIVE DIRECTOR REPORT

Mr. Archibald provided brief updates to the Board on the following topics:

- **SEPRD COVID Update & Mask Policy:** With the change in mandate by the State of Oregon, the Board discussed how to move forward with the facilities and programs at SEPRD.
- **Goals for 2022:** Mr. Archibald shared the District goals for 2022 in draft form. Those goals will be reviewed by Board.
- **Youth Programs and Preschool:** Mr. Archibald shared some experiences of late, with two other local preschool/childcare facilities closing. There is a desperate need for this service and SEPRD is working to respond as quickly as possible.
- **Special Events:** The District is hosting a Family Dance on March 12 and the March Board Meeting will be March 29.

## BOARD COMMENT

**Director Coddington** thanked Darren and the staff.

**Secretary Hinton** shared that the District lost a valuable previous staff member in Mike Marshall who died in December. Mike worked for SEPRD for 32 years. Mike asked the District to identify a way to honor Mike Marshall

**Board President Parker** thanked Darren for his presentation and Melissa for her work in promoting the District.

## ADJOURNMENT

*The meeting was adjourned at 6:53pm 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: **66.70%**

Through February 31, 2022	FY-to-Date	Annual Budget	Remaining	% Used
<b>REVENUES--</b>				
Aquatics	115,928.19	116,000.00	71.81	99.94%
Building Fund	0.00	279,400.00	279,400.00	0.00%
Broadway Field Fund	13,625.00	30,806.00	17,181.00	44.23%
Community Center	57,505.72	74,100.00	16,594.28	77.61%
Recreation	32,094.16	52,875.00	20,780.84	60.70%
Special Events	18,555.45	28,000.00	9,444.55	66.27%
Sunset Recreation Center	11,993.00	203,718.00	191,725.00	5.89%
Youth Center	118,146.83	238,875.00	120,728.17	49.46%
Taxes & Other	1,733,846.20	1,928,196.00	194,349.80	89.92%
<b>Total Revenues</b>	<b>2,101,694.55</b>	<b>2,951,970.00</b>	<b>850,275.45</b>	<b>71.20%</b>
<b>EXPENSES--</b>				
AD Staffing	226,282.54	292,413.00	66,130.46	77.38%
AD PR Taxes and Benefits	52,498.78	129,922.00	77,423.22	40.41%
AD Materials, Supplies, and Services	128,894.57	146,800.00	17,905.43	87.80%
Sub-total AD Expenses	407,675.89	569,135.00	161,459.11	71.63%
AQ Staffing	295,886.73	392,062.00	96,175.27	75.47%
AQ PR Taxes and Benefits	25,874.40	90,462.00	64,587.60	28.60%
AQ Materials, Supplies, and Services	61,075.03	128,100.00	67,024.97	47.68%
Sub-total AQ Expenses	382,836.16	610,624.00	227,787.84	62.70%
BF Capital Expense	0.00	279,400.00	279,400.00	0.00%
Sub-total BF Expenses	0.00	279,400.00	279,400.00	0.00%
BRF Staffing	1,962.36	11,700.00	9,737.64	16.77%
BRF PR Taxes and Benefits	0.00	2,106.00	2,106.00	0.00%
BRF Materials, Supplies, and Services	6,198.85	17,000.00	10,801.15	36.46%
Sub-total BRF Expenses	8,161.21	30,806.00	22,644.79	26.49%
CC Staffing	75,554.78	101,802.00	26,247.22	74.22%
CC PR Taxes and Benefits	3,975.49	21,422.00	17,446.51	18.56%
CC Material, Supplies, and Services	7,453.74	7,500.00	46.26	99.38%
Sub-total CC Expenses	86,984.01	130,724.00	43,739.99	66.54%
MNT Staffing	142,930.16	168,176.00	25,245.84	84.99%
MNT PR Taxes and Benefits	21,522.40	57,848.00	36,325.60	37.21%
MNT Materials, Supplies, and Services	28,139.06	98,700.00	70,560.94	28.51%
Sub-total MNT Expenses	192,591.62	324,724.00	132,132.38	59.31%
RC Staffing	25,988.60	44,758.00	18,769.40	58.06%
RC PR Taxes and Benefits	4,874.41	14,858.00	9,983.59	32.81%
RC Materials, Supplies, and Services	10,548.14	41,750.00	31,201.86	25.27%
Sub-total RC Expenses	41,411.15	101,366.00	59,954.85	40.85%
SE Staffing	35,587.59	35,925.00	337.41	99.06%
SE PR Taxes and Benefits	15,180.88	31,214.00	16,033.12	48.63%
SE Materials, Supplies, and Services	19,536.37	12,050.00	-7,486.37	162.13%
Sub-total SE Expenses	70,304.84	79,189.00	8,884.16	88.78%
SRC Staffing	0.00	3,900.00	3,900.00	0.00%
SRC PR Taxes and Benefits	0.00	702.00	702.00	0.00%
SRC Materials, Supplies, and Services	206,328.17	469,669.00	263,340.83	43.93%
Sub-total SRC Expenses	206,328.17	474,271.00	267,942.83	43.50%
YC Staffing	266,434.37	385,125.00	118,690.63	69.18%
YC PR Taxes	23,148.17	90,113.00	66,964.83	25.69%
YC Materials, Supplies, and Services	43,732.93	42,900.00	-832.93	101.94%
Sub-total YC Expenses	333,315.47	518,138.00	184,822.53	64.33%
<b>Total Expenses</b>	<b>1,729,608.52</b>	<b>3,118,377.00</b>	<b>1,388,768.48</b>	<b>55.47%</b>
<b>Revenues Plus Net Working Capital</b>	<b>2,605,863.55</b>	<b>3,456,139.00</b>	<b>850,275.45</b>	<b>75.40%</b>





# Sunset Empire Park & Recreation Dist, OR

## Check Report

By Check Number

Date Range: 02/01/2022 - 02/28/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General-General						
01022	CIVICPLUS	02/07/2022	Regular	0.00	497.28	46212
01651	Fire Extinguisher service	02/07/2022	Regular	0.00	2,963.00	46213
VEN01031	Hillcrest Inn and House	02/07/2022	Regular	0.00	100.00	46214
00520	HOME DEPOT CREDIT SERVICES	02/07/2022	Regular	0.00	440.65	46215
01223	Jeane Jensen	02/07/2022	Regular	0.00	585.00	46216
00434	RICOH USA	02/07/2022	Regular	0.00	35.70	46217
01778	TYLER TECHNOLOGIES INC	02/07/2022	Regular	0.00	840.00	46218
00654	ELIZABETH MACDONALD	02/10/2022	Regular	0.00	151.55	46219
00312	AIRGAS USA, LLC	02/16/2022	Regular	0.00	853.52	46220
VEN01063	Clatsop County Democrats	02/16/2022	Regular	0.00	390.00	46221
01510	COASTCOM	02/16/2022	Regular	0.00	1,233.48	46222
00460	DEX IMAGING	02/16/2022	Regular	0.00	761.30	46223
00951	EO MEDIA GROUP	02/16/2022	Regular	0.00	243.60	46224
VEN01072	Evans Pumbing Inc	02/16/2022	Regular	0.00	1,547.50	46225
00099	GRAINGER	02/16/2022	Regular	0.00	482.29	46226
01795	KLOSH GROUP INC	02/16/2022	Regular	0.00	1,876.65	46227
01388	MediAmerica	02/16/2022	Regular	0.00	455.00	46228
01756	Northwest Local Government Legal Advisor	02/16/2022	Regular	0.00	1,000.00	46229
00150	NORTHWEST NATURAL	02/16/2022	Regular	0.00	9,385.07	46230
00156	ORPA	02/16/2022	Regular	0.00	1,000.00	46231
00161	PACIFIC POWER	02/16/2022	Regular	0.00	4,828.53	46232
00294	POLK RILEY'S PRINTING	02/16/2022	Regular	0.00	483.50	46233
01040	RECOLOGY WESTERN OREGON	02/16/2022	Regular	0.00	653.93	46234
01133	SDIS	02/16/2022	Regular	0.00	11,379.32	46235
00966	SHERWIN WILLIAMS	02/16/2022	Regular	0.00	245.37	46236
00900	STAPLES	02/16/2022	Regular	0.00	1,269.50	46237
01778	TYLER TECHNOLOGIES INC	02/16/2022	Regular	0.00	420.00	46238
00454	WALTER NELSON CO.	02/16/2022	Regular	0.00	167.02	46239
01512	ASHLEY WOLFE	02/22/2022	Regular	0.00	56.15	46240
01025	BIO-MEDTesting Services, Inc.	02/22/2022	Regular	0.00	661.00	46241
00186	CITY OF SEASIDE	02/22/2022	Regular	0.00	3,144.93	46242
00500	Darren Gooch	02/22/2022	Regular	0.00	1,499.98	46243
VEN01073	Elizabeth Ponce	02/22/2022	Regular	0.00	225.00	46244
01567	JJ ELECTRIC SERVICE	02/22/2022	Regular	0.00	335.99	46245
00165	Pitney Bowes Purchase Power	02/22/2022	Regular	0.00	104.61	46246
00434	RICOH USA	02/22/2022	Regular	0.00	79.65	46247
01778	TYLER TECHNOLOGIES INC	02/22/2022	Regular	0.00	420.00	46248
01726	Wilcox & Flegel	02/22/2022	Regular	0.00	47.35	46249
01367	DANIEL SMITH	02/25/2022	Regular	0.00	-320.00	46250
01367	DANIEL SMITH	02/25/2022	Regular	0.00	320.00	46250



**Check Report**

Date Range: 02/01/2022 - 02/28/2022

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Payment Date</b>	<b>Payment Type</b>	<b>Discount Amount</b>	<b>Payment Amount</b>	<b>Number</b>
VEN01076	Daniel Velazquez	02/25/2022	Regular	0.00	320.00	46251

**Bank Code General Summary**

<b>Payment Type</b>	<b>Payable Count</b>	<b>Payment Count</b>	<b>Discount</b>	<b>Payment</b>
Regular Checks	46	40	0.00	51,503.42
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-320.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>46</b>	<b>41</b>	<b>0.00</b>	<b>51,183.42</b>



**All Bank Codes Check Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	46	40	0.00	51,503.42
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-320.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>46</b>	<b>41</b>	<b>0.00</b>	<b>51,183.42</b>

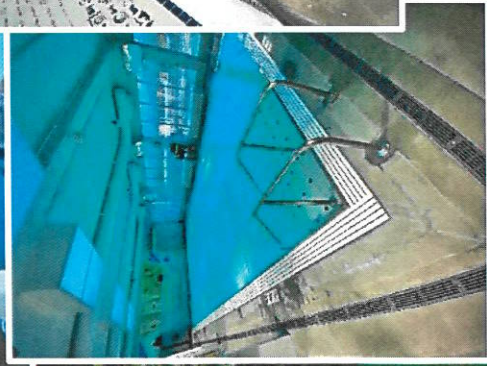
**Fund Summary**

Fund	Name	Period	Amount
999	Pooled Cash	2/2022	51,183.42
			<b>51,183.42</b>





# SEPRD Aquatics







3 FT 6 IN

- 7 years with the district
- Swim instructor/ Site supervisor
- 1 year as Aquatic Coordinator
- United States Water Fitness Association certification
- Yoga fit level one certification
- Current LGI
- 2021 excellence in Aquatics programming ORPA
- Attending LGIT in April
- Volunteer firefighter EMR

# ABOUT ME



# Swim Lessons 2021-2022

Upcoming Improvements to the Swim lesson program

- Two days a week
- More available classes

**2021**

- Session 1 May/June- **99**
- Session 2 July/ August- **141**
- Session 3 September/ October - **87**

2021 Total -

**327**

**2022**

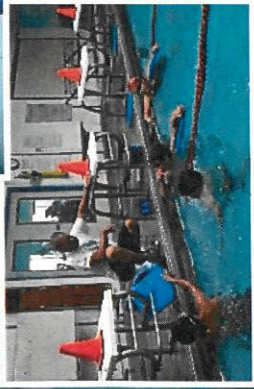
**66**

- Session 4 January/ February-
- Session 5 March/ April - **103**

2022 Total-

**169**





# Swim Team 2021-22

<u>2021</u>	
• June -	22
• July -	23
• August -	17
• September -	17
• October -	16
• November -	30
• December -	23

<u>2022</u>	
• January -	22
• February -	24
• March -	22

Started back up February 2021 with 24 kids and has not slowed down since. With an average of 22 swimmer per month thanks to the hard work of coach Mike!



# Water Fitness Classes

## Current Classes

- Pi-Yo-Chi
- Ai-Chi
- Aqua Core
- Arthritis Exercise
- Mindful Waters
- H2O Fit Warm
- Water Volleyball

## Coming soon in 2022

- Bog Fit
- Aqua Circuit
- H2O Fitness (Saturdays)

### Highlight:

- Partnership with the Northwest Senior Disability Services. They pay us a fee of \$480.00 per 8-week series of classes. This contract is for Aquatic Arthritis and Tai-Chi twice per year totaling \$1920.00



# 2021 Highlights

2 Sessions of Surf Camp in 2021

- 17 participants

Lindsey won the 2021 excellence  
in Aquatics programming award  
from ORPA

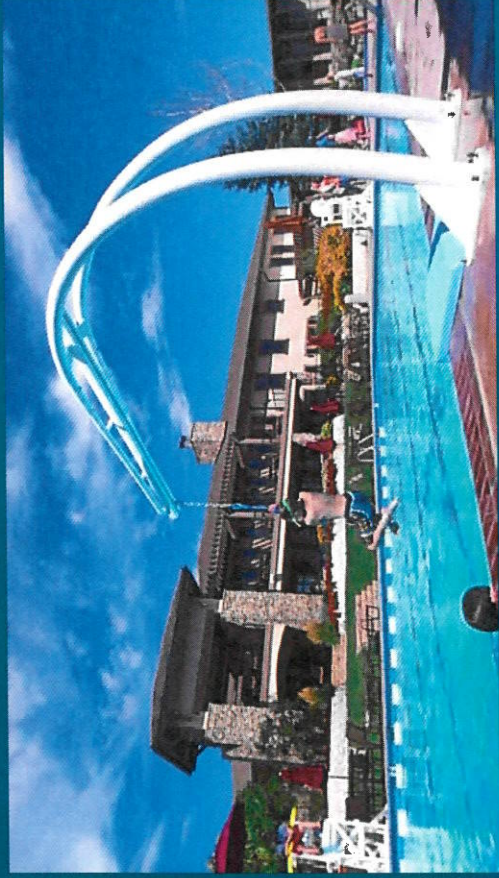
We were able to run 5 sessions  
of swim lessons during a very  
challenging time

Over 200 private lessons taught  
by Carolyn Heyman





# The Future...coming soon



## Aqua Zip'N

- 4ft of water
- Self returning rope

## Aqua Climb

- 4 panels high
- Clear, easy to see through





## **SITE MANAGEMENT AGREEMENT**

BETWEEN: **NorthWest Senior & Disability Services (NWSDS)**

AND: **The Sunset Empire Park and Recreation District**

EFFECTIVE DATE: **July 1, 2022**

### **RECITALS**

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this agreement will mutually benefit the parties to it.
- C. The Sunset Empire Park and Recreation District and NWSDS desire to enter into an agreement where-in Sunset Empire Park and Recreation District will provide the services described in this agreement on the terms and conditions set forth herein and in Attachment A (attached hereto and incorporated herein by reference).

### **AGREEMENT**

1. **Services to be Provided.** The Sunset Empire Park and Recreation District agrees to provide services to NWSDS as described in Attachment A.
2. **Duration.** The agreement term shall be effective **July 1, 2022** through **June 30, 2023**. This agreement may be extended at any time by mutual agreement between the parties. Any such extension shall be reduced to writing and duly executed by both parties.
3. **Compensation.** NWSDS shall pay Sunset Empire Park and Recreation District twelve (12) monthly payments, the amount of **\$3,538.50** by the 10<sup>th</sup> of each month. This compensation includes monthly rent and site management. The total cost of this agreement shall not exceed **\$42,462**.



4. **Termination.** Upon thirty days' prior written notice delivered to the persons designated in paragraph 6, either party, without cause, may terminate its participation in this agreement.
5. **Amendments.** This agreement may be modified or extended by written amendment signed by both parties.
6. **Administration.** Each party designates the following as its representative for purposes of administering this agreement:

**NWSDS:** Stacie Zuercher  
NorthWest Senior & Disability Services  
3410 Cherry Ave NE  
P.O. Box 12189  
Salem, OR 97309

**DISTRICT:** Skyler Archibald  
Sunset Empire Park and Recreation District  
1140 Broadway  
P.O. Box 514  
Seaside, OR 97318

Either party may change its designated representative by giving written notice to the other as provided in paragraph 13.

7. **Records/Inspection.** The Sunset Empire Park and Recreation District and NWSDS shall each maintain records of its costs and expenses under this agreement for a period of not less than three full fiscal years following completion of this agreement. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records.
8. **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes including specifically but not limited to the Oregon Tort Claims Act (ORS 30.260 through 30.295), each of the parties hereto agrees to indemnify, defend, and save the other harmless from any claims, liability or damages including attorney fees arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.



9. **Insurance.** Each party working under this agreement is either a subject employer under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires each to provide Workers' Compensation coverage for all its subject workers, or is an employer that is exempt under ORS 656.126.
10. **Subcontracting.** The Sunset Empire Park and Recreation District shall not subcontract its work under this agreement, in whole or in part, without NWSDS's prior written approval. The Sunset Empire Park and Recreation District shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of The Sunset Empire Park and Recreation District specified in this agreement. Notwithstanding NWSDS's approval of a subcontractor, the Sunset Empire Park and Recreation District shall remain obligated for full performance of this agreement and NWSDS shall incur no obligation to any subcontractor.
11. **Assignment.** Neither party shall assign this agreement in whole or in part, or any right or obligation hereunder, without the other party's written approval.
12. **Compliance with Laws.** The Sunset Empire Park and Recreation District shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the work.
13. **Notices.** Any notices permitted or required by this agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and return receipt requested, addressed to the representative designated in paragraph 6. Either party may change its address by notice given to the other in accordance with this paragraph.
14. **Integration.** This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties.
15. **Interpretation.** This agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon.
16. **Compliance.** To help mitigate the risk of COVID 19, all parties agree to follow and comply with all Centers for Disease Control and Prevention (CDC) and Oregon Health Authority (OHA) guidelines in regards to the use of personal protective equipment and any other health and safety practices currently in place.



**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officer:**

**FOR THE AGENCY:**

**NorthWest Senior & Disability Services**

**By:** \_\_\_\_\_  
**Tanya Dehart, Executive Director**

**Date:** \_\_\_\_\_

**FOR THE PROVIDER:**

**The Sunset Empire Park and Recreation District:**

**By:** \_\_\_\_\_  
**Skyler Archibald, Executive Director**

**Date:** \_\_\_\_\_



## **ATTACHMENT A SCOPE OF WORK**

The Sunset Empire Park and Recreation District will provide site management of the Seaside Senior Meals and Meals on Wheels programs serving the Seaside Community including volunteer management, meal and program service, record keeping, community relations, outreach activities, special events, fundraising, money handling/banking, and follow safety and sanitation procedures. Services will be available to local seniors five weekdays, Monday through Friday, estimated 252 days a year, 6 hours per day, excluding scheduled Holidays, (Attachment B), and will operate in accordance with the Requirements of:

- The Older Americans Act;
- The DHS Congregate and Home Delivered Nutrition Standards for Older Americans Act, Oregon Project Independence updated May 12, 2012 and for Medicaid dated August 2009;
- Senior Meals Program Policies and Procedures;
- the Food Production and Delivery Agreement between NWSDS and Trio Community Meals dated July 1, 2022 through June 30, 2023; and
- Local/County food service regulations.

The Sunset Empire Park and Recreation District will designate a lead staff person to oversee operation of the Senior Meals Program. All Sunset Empire Park and Recreation District staff and volunteers associated with the Senior Meals Program will sign a NWSDS Confidentiality Agreement and the Standards of Conduct Agreement for NWSDS Staff and Volunteers.

**Background Checks** – All Sunset Empire Park and Recreation District staff and volunteers who have access to confidential data or unsupervised access to vulnerable home bound clients of the Senior Meals Program will complete a Department of Human Services (DHS) Criminal History Check provided by NWSDS and DHS.

**Orientation and Training** – NWSDS will supply orientation and policy/procedures interpretation as needed. NWSDS will supply training and support for all required record keeping functions.

**Collection and depositing of Program Income** – Participants will be offered the opportunity to contribute for their meals on a suggested donation. Every eligible person will be served regardless of the amount contributed. These donations will be counted and deposited daily in



the NWSDS bank account established for this purpose. The Sunset Empire Park and Recreation District employee deposit records are monitored.

**Charitable Donations & Fund Raising** – The Senior Meals Program has an annual fund raising goal of \$50,000 to \$75,000. The Sunset Empire Park and Recreation District will assist NWSDS through local outreach, presentations of program information and fundraising mailings. Collection of donations will be directed to NWSDS where charitable donations will be deposited along with the processing of donor acknowledgements.

**Site Coordinator Meetings** – The assigned Sunset Empire Park and Recreation District representative will attend quarterly meetings, four meetings per year, for the purpose of information sharing, planning, and problem solving and training.

**NWSDS will provide:**

- Meals under the Food Service Contract with Trio Community Meals
- Paper and cleaning supplies needed to package, deliver and serve meals associated with the Senior Meals Program. These expenses will be monitored and compared with prior months expenses;
- PC or laptop and software required to maintain the Meal reporting. Use of the PC is solely for the operation of the Senior Meals Program. Software and Senior Meals Program files are not to be moved or copied to any other hardware or network;
- Kitchen equipment and smallwares inventory is provided yearly by the Nutrition Site Coordinator.
- Locking cabinet for storage of confidential records will be supplied by NWSDS.

**The Sunset Empire Park and Recreation District shall provide:**

- Nutrition Site Coordinator;
- Office Supplies
- Reimbursement for mileage and expense for Nutrition Site Coordinator
- Willingness to support the agency mission and values;
- High ethical behavior;
- Accurate records and reports;
- Verification each staff member has a current food handler's card;
- Recruitment, supervision and training of volunteers;
- In-Home Assessment, determination of eligibility of homebound consumers;
- Delivery of meals to homebound consumers, including vehicle expenses;



- Information to community groups and organizes outreach activities;
- Pleasant, clean and welcoming dining room/facility;
- Agreement to collaborate with NWSDS to set measurable performance goals for the Seaside Nutrition Program and measure progress toward meeting the established goals. Goal: Maintain participation and/or increase the participation 5% each year;
- Wi Fi/Internet access;
- The cost of the monthly mealsite rent;
- The cost of the monthly phone service for 503-738-9323.

**Publicity, PR activities and materials** will describe the relationship as: The Seaside Meals on Wheels is provided by NWSDS Senior Meals Program and operated in cooperation with the Sunset Empire Park and Recreation District and the Bob Chisholm Community Center. Both entities will review materials prior to implementation.

**Monitoring** – NWSDS staff or committee members will monitor Sunset Empire Park and Recreation District performance of this service agreement twice during the contract period.



**ATTACHMENT B**  
**NWSDS HOLIDAY SCHEDULE**

**Mealsites will be closed and meals will not be prepared for the following Holidays:**

Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	Legal Holiday
New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 20



March 29, 2022

To: SEPRD Board of Directors

Re: District Goals for 2022

Directors,

As shared previously with you, the below list of eight goals for 2022 represents our hopes and aspirations for completion during the rest of the calendar year. We have gotten a head start on some while others will be challenging and involve support from Board members.

I've also shared an initial timeline for starting and finishing the goal and a progress indicator (labeled current status) to show how much work is approximately needed. My hope is to continue including this document in monthly updates to the Board.

### **District Goals for 2022**

- 1. Obtain full occupancy for the Sunset Recreation Center and begin the process of utilizing the building spaces, providing more recreation and community space.**
  - Timeline: Begun work, hope to complete by June 30.
  - Current Status: Awaiting reports from SEA to begin next step of obtaining occupancy from City.
- 2. Hire a grantwriter position to fundraise for phased improvements at the Sunset Recreation Center, in coordination with the Sunset Park & Rec Foundation.**
  - Timeline: Hiring of the position in April
  - Current Status: Accepting applications for candidates
- 3. Create a timeline for an overarching strategic plan for the entire District and begin that process with an established scope of work, deliverables and a RFP (request for proposal)**
  - Timeline: Not yet begun. Look to begin process in August/September
  - Current Status: N/A
- 4. Expand the District's youth programs to provide more space for preschool and afterschool programs as well as the development of toddler and infant care programs.**
  - Timeline: Completion of goal in September 2022



- Current Status: Working to increasing staffing capacity, applied for three significant grants to offset infrastructure & equipment costs needed for this expansion

**5. Return the Sunset Pool to it's pre-pandemic programmatic offering including expansion of hours to provide weekend opportunities, expansion of swim lessons and open swim opportunities and the installation of the new aquatic features, the Zipline and Climbing Wall.**

- Timeline: Expand to weekend hours in Spring quarter and aquatic features installed prior to Summer programming beginning
- Current Status: Expanding maintenance staff to accommodate weekend programming hours and waiting on the Oregon Health Authority for clearance to proceed with new elements.

**6. Edit or recreate the IGA between the City, SSD and SEPRD regarding Broadway Field.**

- Timeline: Hope to engage partners in late summer/early fall 2022.
- Current Status: Continue to have dialogues with IGA partners regarding field maintenance, expenses, Title IX compliance.

**7. Fully implement the entire package of new operational software including financial software, Executime, Tyler Parks,...**

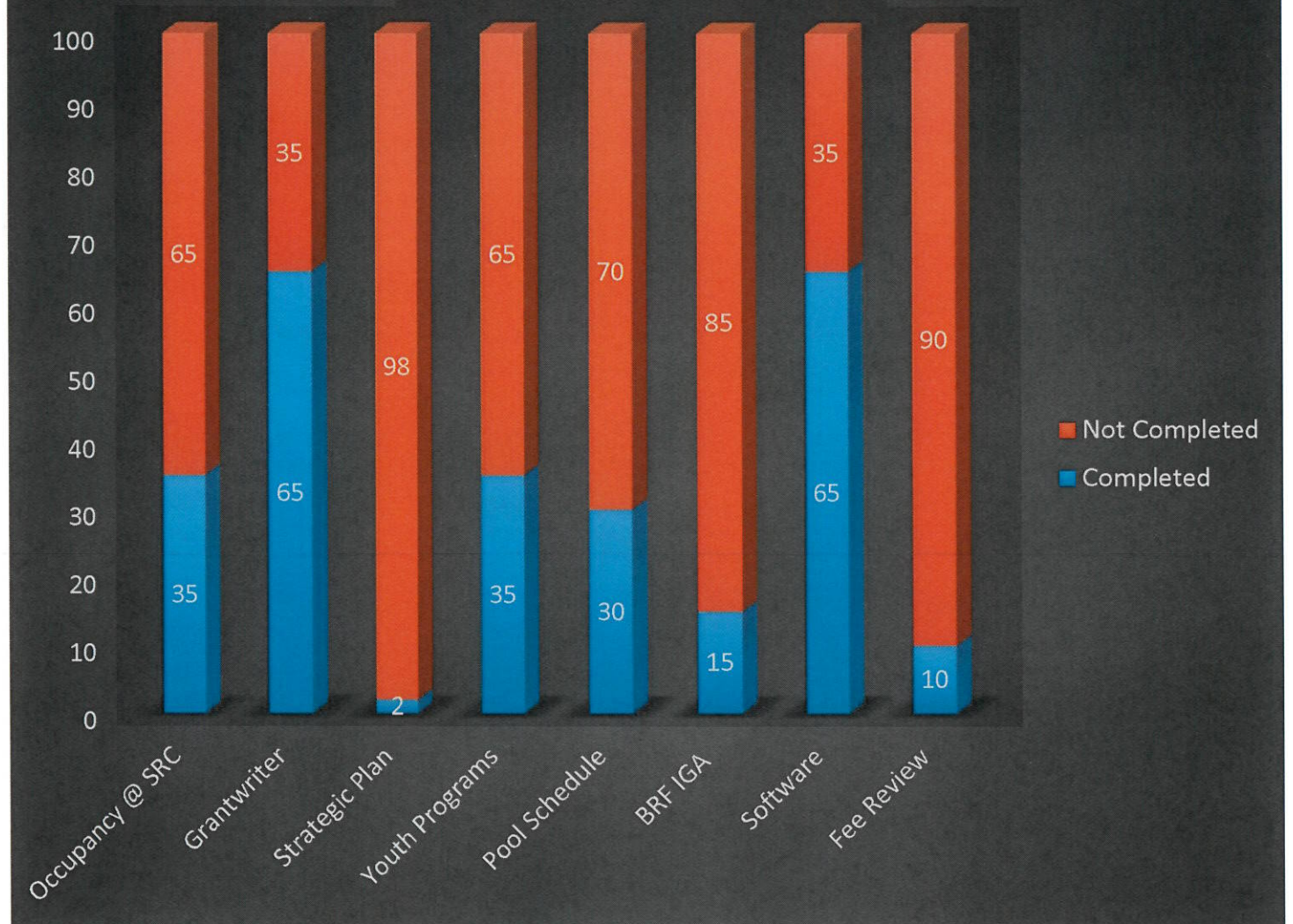
- Timeline: Accounting software and Executime are fully implemented with goal of having Tyler Parks ready by May.
- Current Status: Awaiting further training and migration of existing user data to new Parks software.

**8. Conduct a fee review and implement the information learned from the 110% Cost Recovery process**

- Timeline: Not yet begun, hope to present recommendations to Board in April/May and seek public input and Board involvement. Would like to implement new fee structure in September
- Current Status: Not yet begun, although previous research and conversations have informed SEPRD



## Progress Indicator





**Sunset Recreation Center Lease  
Sunset Empire Park and Recreation District  
And  
Northwest Regional Education Service District**

This Lease is made and entered into by and between Sunset Empire Park and Recreation District (SEPRD), hereinafter referred to as Landlord, and Northwest regional Education Service District (NWRES D), hereinafter referred to as Tenant.

**1. Property Rented**

1.1. Landlord hereby leases to Tenant approximately 8,165 sq. ft. of the Real Property described in attached Exhibit A (Premises).

1.2 Common Areas. Tenant shall have non exclusive use and enjoyment of agreed upon common areas.

**2. Term of the Lease**

The Premises is leased to the Tenant for a term of two years, to commence on August 1, 2021 and to continue until July 31, 2023.

2.1 Landlord will provide space suitable to tenant's needs for storage of Items on or before July 1, 2021. Tenant will provide \$1,000 for storage space.

2.1 Renewal: Should Tenant desire to extend the Lease, Tenant shall notify Landlord in writing before one hundred twenty (120) days of the end of the Lease term. Should Landlord not object in writing by the 90th day before the expiration of the Lease, the Lease shall continue under the same terms and conditions for a term of one year. Should Landlord object, the parties, in good faith, shall attempt to negotiate a renewal of the Lease. Any terms of this Lease that are not specifically altered as a product of that negotiation shall be deemed to continue in full force and effect.

2.2 Termination. Notwithstanding, subsection 2.1 of this section, either party may terminate the Lease by providing one hundred twenty (120) day notice in writing prior to the end of the term on July 31.

**3. Rental Amount and Payment**

The annual rental amount is \$81,650, payable in quarterly installments of not less than \$20,412.50 per quarter, with each payment due on or before the first day of the following quarter. After the Initial year of the Agreement, the annual rental amount shall increase by 1.5% of the previous year's amount. See schedule below:

Year	Square Footage	Amount per Sq. Ft.	Total (1.5% increase/year)
1 SUNSET RECREATION CENTER LEASE - Sunset Empire Park and Recreation District / Northwest Regional Education Service District			



2021-2022	8,165	\$10.00	\$81,650.00
2022-2023	8,165	\$10.15	\$82,874.75

#### **4. Use of Premises**

Tenant shall use and occupy the Premises for any purpose related to its function as a public education provider. Landlord represents that the Premises may lawfully be used for such purpose. Tenant shall commit no act of waste and shall take good care of the Premises and shall, in the use and occupancy of the Premises, conform to all laws, orders and regulations of the federal, state, and municipal governments and of any of their departments.

#### **5. Maintenance/Custodial, Utilities, Repairs and Alterations, Accessibility**

5.1 Maintenance/Custodial. Tenant shall be responsible for the maintenance of all of the Section 1.1 property, and shall provide its own paper supplies and soap for restrooms located in such property. Landlord shall be responsible for the maintenance of the Common Areas described in Section 1.2 above. Regarding both the Section 1.1 and the Section 1.2 property, the party responsible shall keep the same in at least generally the same condition as it was in at the start of this Lease. Tenant shall provide custodial services for the leased premises.

5.2 Utilities. Landlord shall keep and maintain, at its own expense, any and all utilities (including but not limited to electrical, lighting, water, heating and cooling and sewer systems) to such a level that conforms to the applicable code and to such a level as will permit Tenant to fully and continuously engage in the activities relating to its use of the Premises. Landlord shall be responsible for the timely and full payment of any and all utility usage costs. Tenant shall reimburse Landlord for utility costs based on 11.29% of the square footage leased. Landlord to invoice Tenant quarterly for utility usage.

5.3 Repairs. Landlord shall completely and timely make repairs to the Premises and to keep and maintain the same to the same or a better level of quality that it was in as of the date of the commencement of this Lease as detailed in the Due Diligence Building Envelope Assessment Broadway Middle School report dated December 1, 2020, all at the sole cost of Landlord. Should Tenant believe that Landlord is not timely undertaking a particular repair or repairs, Tenant may notify Landlord in writing, specifying the repair or repairs in questions and attaching a qualified third-party estimate of the cost of the repair or repairs. Should Landlord not object in writing to the repairs or the cost within 30 days of the date the notice is mailed to the Landlord, then Tenant may undertake the repair and deduct the cost of same (so long as the cost does not exceed the estimate by 10 percent) from Tenant's monthly payment described under Section 3.0 above. Should Landlord object, the parties shall, in good faith, attempt to negotiate a resolution of that matter. Provided always, however, that, should the repair be occasioned by the misuse or neglect of the Tenant, or Tenant's agents, students, visitors or



licensors, then Tenant shall be solely responsible for the payment of the same. Tenant and Landlord understand the short timeline nature of the lease and therefore as an alternative to conducting significant repairs during each year of the lease, Landlord has the option of providing equivalent space within the building for Tenant should repairs exceed the equivalent of two quarter payments of the annual lease (\$41,965.00 for first year of lease).

5.4 Alterations. Tenant shall only undertake such alterations or improvements to the Premises with the prior written approval of Landlord. Landlord's prior written approval shall be presumed, should Tenant notify Landlord in writing of a proposed alteration or improvement, and should Landlord not object thereto within 15 days from the date of the mailing of the notice. Should Landlord object, the parties shall, in good faith, attempt to negotiate a mutually agreeable result.

5.5 ADA Accessible. It is the sole responsibility of the Landlord to make and maintain the Premises accessible as required and in compliance with the Americans with Disabilities Act and related regulations and successor legislation.

## 6. Insurance

6.1 Fire Insurance. Landlord is free to purchase such fire insurance on the building as Landlord deems best, at Landlord's sole cost, and Tenant is free to purchase such fire insurance on the contents of the Premises as Tenant deems best, at Tenant's sole cost. After notice, Tenant shall not continue to do or suffer anything to be done on the Premises which will cause an increase in the rate of fire insurance on Sunset Recreation Center.

6.2 General Liability. Tenant shall obtain, at Tenant's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract and Product and Completed Operations. Such insurance shall be primary and noncontributory. Coverage shall be a minimum of \$2,000,000 per occurrence, and \$2,000,000 aggregate.

6.3 Auto Liability. Tenant shall also obtain, at Tenant's expense, and keep in effect during the term of the contract, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

6.4 Workers' Compensation. The Tenant, its contractors, its subcontractors, if any, and all employers conducting work at the leased premises, who are subject employers under the



Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage for their workers that comply with ORS 656.126. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

**6.5 Mutual Indemnification.** The Tenant agrees to indemnify, defend and hold harmless the Landlord and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands for the acts or omissions of the Tenant, and Tenant's officers, agents and employees, in performance of this contract. In accordance with the Oregon Tort Claims Act and the Oregon Constitution, Landlord agrees to indemnify, defend, and hold harmless the Tenant and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands for the acts or omissions of the Landlord and the Landlord's officers, agents, and employees, in performance of this contract.

**6.6 Waiver of Subrogation.** Neither the lessor nor the Tenant shall be liable to the other for loss arising out of damage to or destruction of the leased premises, or the building or improvements of which the leased premises are a part or with which they are connected, or the contents leased any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either lessor or Tenant or by any of their respective agents, servants or employees. It is the intention and agreement of the lessor and the Tenant that the rental reserved by this lease has been fixed in contemplation that each party shall fully provide his own insurance protection at his own expense, and that each party shall look to his respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers shall not be entitled to subrogation under any circumstance against any party to this lease. Neither the lessor nor the Tenant shall have any interest or claim in the other's insurance policy, or the proceeds thereof, unless specifically covered therein as a joint assured.

**7. Assignment.** Tenant may not assign or transfer this Lease without the express written consent of the Landlord, nor may Tenant sublease any portion of the Premises to any party who engages in activities that are not compatible with the activities of other tenants of the building or of the Landlord in the building, and Tenant, regarding any such sublease, must remain liable hereunder.



## **8. Substantial Damage to Sunset Recreation Center: Eminent Domain**

**8.1 Substantial Damage to Sunset Recreation Center.** If Sunset Recreation Center is damaged by fire or any other cause to the extent that the cost of restoration will equal or exceed 40% of the replacement value of Sunset Recreation Center, then Tenant may, no later than the seventh day following the damage, give Landlord a notice of election to terminate the Lease. In the event of such election, this Lease shall be deemed to terminate as of the date of the damage or destruction, and Tenant shall surrender the Premises within a reasonable time thereafter, and any pre-paid rent shall be refunded proportionally. If the loss is less than 40% or if Tenant wishes to continue the Lease notwithstanding the damage, then Tenant's rent shall be prorated to match the proportion of the Premises that remains usable and undamaged.

**8.2 Eminent Domain.** If the Premises or any part of the Premises or any party of Sunset Recreation Center materially affecting Tenant's use of the Premises be taken by eminent domain, the matter shall be handled in a manner similar to that described in Section 8.1 above.

## **9. Restoration at Termination of Lease.**

Not later than the last day of the term, Tenant shall, at Tenant's sole expense, remove all of Tenant's personal property and those improvements made by Tenant which are not to become the property of the Landlord, including trade fixtures, cabinet work, movable paneling, partitions and the like; repair all damage done by or in connection with the installation or removal of the personal property and improvement; surrender the Premises in as good a condition as they were in at the beginning of the term, reasonable wear and damage by fire, the elements, casualty or other cause not due to the misuse or neglect by Tenant or Tenant's agents, servants, visitors, servants or licensees, excepted.

## **10. Default.**

**10.1 Occurrence of Default.** Time is of the essence of this Agreement. Default by Tenant shall occur if Tenant fails to make any payment within 10 days of when it is due, or fails to otherwise perform any other provision of this Lease within 30 days after notice has been given by Landlord to Tenant specifying the nature of the default, unless a longer time is required to cure the default, in which event Tenant must complete the performance with due diligence. Default by Landlord shall occur if Landlord fails to perform any provision of the Lease within 30 days after notice has been given Tenant to Landlord specifying the nature of the default, unless a longer time is required to cure the default, in which event Tenant must complete the performance with due diligence. In either a Tenant's or a Landlord's performance default, should the lack of performance risk the safety or structural integrity of Sunset Recreation Center, (if Tenant defaults) or the lack of performance risk the full, intended use of the Premises



(if Landlord defaults), the injured party may undertake such repairs or steps as will alleviate the problem, with the cost of same (for Landlord's default) deducted from Tenant's rent or (for Tenant's default) added to Tenant's rent.

10.2 Remedies. Should a party default, the other party shall have the right to immediately terminate the Lease, with any rental payments made prorated as of the date of termination. Additionally, the injured party shall have such other remedies as are provided at law or in equity.

11. Attorney's Fees. Should a suit be filed to enforce or interpret this Lease, the prevailing party shall be entitled to such attorney's fees and costs as the trial court, or, if an appeal is filed, the appellate court shall determine to be reasonable and proper.

12. Notice. Any notice under this Lease shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, with postage prepaid and addressed to the party to whom the notice is provided, as follows:

Landlord:                      Sunset Empire Park and Recreation District  
                                      Attn: Business Office  
                                      1140 Broadway, Seaside, OR 97138

Tenant:                        Northwest Regional Education Service District  
                                      Attn: Business Office  
                                      5825 NE Ray Circle Hillsboro, OR 97124

Or such other address as either party may designate by written notice to the other. Until written notice has been delivered by a party changing its address, delivery of notice to the other party shall be deemed effective if mailed to the above address. For the purposes of this subsection, notice of a change of party address must be given seven (7) days prior to its effective date, and any notice delivered prior to such seven (7) days shall be deemed effective if delivered to the previously designated address.



13. Entire Agreement. This document represents the entire agreement of the parties and there are no representations not stated herein, and this Lease may only be modified in writing executed by both parties hereto.

Landlord

Sunset Empire Park and Recreation District

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Executive Director*  
*Skyler Archibald*

Tenant

Northwest Regional Education Service District

By: \_\_\_\_\_

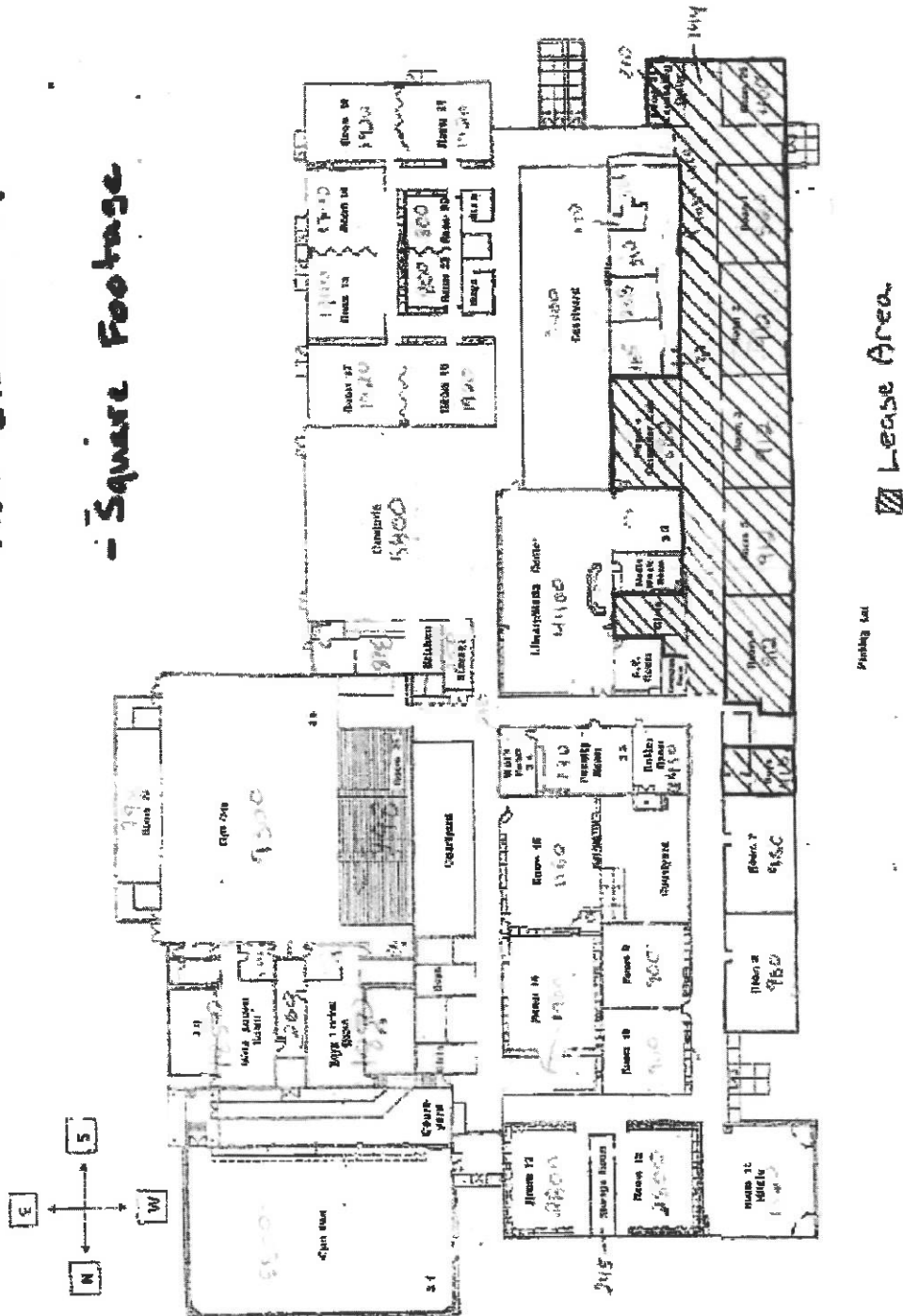
Title: Dan Goldman, Superintendent



# Exhibit A - Leased Area

1120 BROADWAY

- Square Footage



8 SUNSET RECREATION CENTER LEASE - Sunset Empire Park and Recreation District / Northwest Regional Education Service District



March 29, 2022

To: SEPRD Board of Directors  
Re: Seaside Warming Center Report

Directors,

The District, in conjunction with the Sunset Park & Rec Foundation, recently concluded our winter-termed partnership with Clatsop Community Action and Helping Hands.

The experience was a great one for the District. In total, the Foundation spent \$1,535.91 for meals since the opening of the center in November. The number of meals served was 380 bringing the cost per meal to \$4.04.

The warming center was open 40 nights and served 190 people with the busiest weeks being January 24-31 and February 21-27. The busiest night of the season was January 27 when there were 15 people that stayed at the center (at capacity).

Special thanks and appreciation go to SEPRD Staff that assisted: Lora Henry, Erin Reding, Elizabeth MacDonald, Melissa Ousley, Justin Smith, Erin Reding & Levi Conner.

We are working with our partners to assess the need for future services and will keep you apprised.

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)





*presents*

Seaside's Free Annual Community

*Egg Hunt*

**Saturday, April 16, 10am-12pm**

**Broadway Field**

**Kids, ages 0-10**

**Photos with the Easter Bunny!**  
**Find a special egg and win a prize!**

