

**2026 AMENDED AND RESTATED FACILITY USE AGREEMENT
BETWEEN
HERMISTON SENIOR CENTER
BOARD OF DIRECTORS INC.
AND
THE CITY OF HERMISTON, OREGON**

This Amended and Restated Facility Use Agreement (this “Agreement”) amends and restates in its entirety the Facility Development and Use Agreement dated February 2014 (the “Original Agreement”) between the Parties. The Original Agreement is hereby superseded and replaced in full by this Agreement, which reflects the fulfillment of all Community Development Block Grant (CDBG) obligations, the completion of the Facility construction and renovations (including the basement), the current operational realities, and the Parties' mutual agreements regarding use, revenue sharing, costs, scheduling, access, and maintenance. All prior terms inconsistent with this Agreement are eliminated.

RECITALS

WHEREAS, the Board has operated senior programs at the Facility since its construction in 2018 and desires to continue providing services for senior citizens; and

WHEREAS, the City owns the Facility and recognizes the value of senior programming to the community while seeking to expand community-wide access and ensure efficient management; and

WHEREAS, the initial 5-year CDBG period has expired, removing any age or use restrictions; and

WHEREAS, current operations require updates to reflect shared responsibilities, financial equity, and improved oversight; and

WHEREAS, the Parties desire to amend the original agreement to incorporate these changes, including the attached Operating Plan (Attachment A);

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

PURPOSE

The purpose of this Agreement is to support the Board's mission to provide programming and meals for senior citizens while enabling the City to manage the Facility to enhance senior programs and provide a broader community benefit. The City retains ownership and primary control, with the Board as a priority tenant without rental fee for designated times. The Parties will cooperate in operations as detailed herein and in Attachment A: Operating Plan.

ARTICLE I.

TERM AND TERMINATION

1.01 Term. The term of this Agreement shall be 5 years from the date of execution, with automatic renewal for successive 5-year terms unless terminated.

1.02 Termination. Either Party may terminate for any reason with 6 months' written notice. The Agreement may be terminated at any time for material breach with 90 days' written notice, provided the breaching Party fails to cure within 30 days.

ARTICLE II.

FACILITY OPERATION AND MAINTENANCE

2.01 Shared Uses. The Board shall have priority use of the Facility, Monday through Friday from 8:00 a.m. to 4:00 p.m. for senior programs. The City shall have primary use all other times, including evenings, weekends, and holidays, for community programs and rentals. The Facility includes three rental areas: the great room, basement, and board room. Requests for additional use by either Party shall be granted on a space-available basis. The Board shall have priority use upstairs during its designated hours, but all renters shall have non-exclusive access to the lobby, elevator, and interior stairs for ingress/egress to their rented spaces (including the basement), regardless of concurrent programs.

2.02 Scheduling. The City (through its Parks and Recreation Department, "P&R") shall maintain the master rental schedule, handle all rentals, collect fees, and coordinate rental agreements. The Board and City shall each designate one coordinator to ensure positive communication and collaboration. All rentals must comply with Facility rules.

2.03 Exclusive Areas. The City retains unrestricted access rights to all areas, including the kitchen and senior food storage, for safety, maintenance, and oversight purposes as described in Section 2.10. The Board may not restrict City access through locks, barriers, or other means without prior written City approval. The City will not give access to renters to the office area, kitchen and kitchen storage areas.

2.04 Operating Costs. The City shall cover all general Facility operating costs, including utilities (whole building), internet, IT services, elevator maintenance, general cleaning, and building-wide maintenance and repairs.

The Board shall bear sole responsibility for all kitchen-related costs, including:

- Maintenance, repair, and replacement of kitchen appliances, equipment, and fixtures
- Kitchen-specific plumbing and related repairs
- Kitchen cleaning supplies and services
- All supplies for meals, programs, and kitchen operations

The Board shall cover any incremental utility or other costs directly attributable to kitchen use.

2.05 Supervision. The Board shall supervise its programs and any rentals during its priority times, 8am-4pm M-F. The City shall supervise all other uses.

2.06 Conduct. Both Parties are responsible for ensuring compliance with Facility rules, including:

1. Return the Facility to its prior condition after each use.

2. No alcoholic beverages or drug use.
3. No smoking, marijuana use, fires, or fireworks.
4. Vehicles in designated parking only.
5. Noise ordinance enforced.

The Board & City shall ensure that all gas appliances, stoves, burners, and other hazardous equipment are fully shut off (including pilot lights where applicable) at the conclusion of each use. Failure to do so shall constitute negligent operation and may result in immediate City intervention, temporary suspension of kitchen privileges, and reimbursement of any resulting response, repair, inspection, or safety costs incurred by the City.

2.07 Repair and Replacement for Damage. The responsible Party shall cover the direct costs of repair or replacement of any Facility assets damaged as a result of its uses, excluding normal wear and tear, except as follows:

- **Kitchen Area Exception:** The Board shall be solely responsible for all repairs, replacements, and maintenance (including normal wear and tear) of the kitchen and all kitchen appliances, equipment, fixtures, and related items. This includes, but is not limited to, stoves, ovens, refrigerators, sinks, plumbing fixtures, countertops, cabinets, and any other kitchen-specific assets. The City shall have no responsibility for any kitchen-related costs or damage, regardless of cause or nature of wear.
- **Building Systems Exception:** Notwithstanding the Kitchen Area Exception above, if damage to the kitchen area is directly caused by a building system failure or incident originating outside of the kitchen (including but not limited to building-wide plumbing, HVAC, structural issues, or other Facility infrastructure not under the Board's control), the City shall be responsible for the repair and restoration of such damage.

This exception applies even if the damage or wear results from normal use by the Board, its participants, renters, or guests during the Board's scheduled times or programs.

Consequential Damage. If damage, safety hazards, or emergency conditions originate from the kitchen area due to the Board's operations, negligence, or failure to properly secure equipment (including but not limited to gas appliances), and such condition results in damage to other portions of the Facility or triggers emergency response, inspections, system shutdowns, or repairs beyond the kitchen area, the Board shall be responsible for all associated costs, including but not limited to repairs, inspections, emergency services, remediation, and related Facility impacts.

The Parties acknowledge that the Board may request maintenance or repair work within the kitchen area to be performed by the City's Facilities Maintenance Worker (currently Mike Botti) or, at the City's discretion, through qualified third-party contractors coordinated by the City. When such work is requested by or performed for the benefit of the Board's kitchen operations, the City shall invoice the Board for labor at the hourly rate of \$70.00 per hour, plus the full cost of all materials, parts, supplies, contractor expenses, and any associated service charges. The City shall retain sole discretion over scheduling, scope, and method of repairs to ensure compliance with public facility standards.

2.08 User Improvements. The Board may be authorized, on a case-by-case basis, to make

physical improvements, alterations, additions, or adjustments to the Facility, subject to the City's sole control and direction.

All improvements, adjustments, or modifications to the Facility—including but not limited to changes to locks, access controls, security systems, installation of additional locks, structural changes, plumbing/electrical work, painting, landscaping, fixture installations, or any other visible or functional alterations—must receive the City's prior written approval before any work begins. The Board shall submit detailed plans, specifications, cost estimates, and contractor information (if applicable) with each request for approval.

The Board shall submit an annual list of planned improvements to the City by [specify date, e.g., January 31 of each year] for review and consideration. The City shall inspect and approve (or deny) each proposed improvement to ensure it meets the City's public facility standards, building codes, safety requirements, and compatibility with the Facility's overall use.

Any permanent change or improvement to the building (including fixtures or structural elements) with an estimated value exceeding **\$250** shall require the City's prior written approval and may be subject to additional requirements, such as permits, inspections, or bonding, at the City's discretion. Improvements valued at \$250 or less may proceed with the City's written notice of approval (which may be granted via email or memo for minor items) but still require prior notification to the City.

All completed improvements, once approved and installed, shall become the sole property of the City upon completion and shall remain with the Facility at the expiration or termination of this Agreement, without compensation to the Board, unless otherwise agreed in writing by the Parties. The Board shall be responsible for all costs associated with its proposed improvements, including materials, labor, permits, and any required restoration if the City later requires removal (though removal is not presumed).

2.09 Improvements by City. The City reserves the right to make its own improvements or adjustments to the Facility for the benefit of the community at large and will consult with the Board regarding any planned changes that may impact senior programs.

2.10 Right of Inspection and Access. The City shall at all times have the right to inspect the Facility and any portion thereof, including but not limited to the kitchen, storage areas, offices, and all other spaces, for purposes of inspection, maintenance, repair, emergency response, compliance with laws, or to ensure proper use under this Agreement. The Board shall not restrict and will ensure that the City has immediate and unrestricted access to all areas of the Facility at all times. The City shall provide the Board with all necessary means to access any secured areas including keys, access codes, or other means to all locked and secured areas upon request and no changes shall be made without City approval.

The Board is prohibited from changing, re-keying, adding, or installing any locks on doors, gates, or other access points within the Facility. If changes are necessary, the City will manage the process. To request changes, the Board must submit a written request that includes the reason for the change, the proposed modifications, and the desired timeline. All requests are subject to City approval. If the City determines changes are needed, it will promptly provide the Board with duplicate keys or other access methods for any new or modified locks.

Any unauthorized changes to locks or access controls will be considered a material breach of this

Agreement. The Board will be responsible for any costs, damages, or liabilities resulting from restricted City access caused by such actions.

2.11 Concessions/Meals/Resale/Fees Collected by Board. The Board may sell concessions, meals, resale items and/or senior programming fees during its uses, complying with permits. No revenue share is required during the designated time frame.

2.12 Access to Circulation Areas and Vertical Access. The Facility is a multi-level building with an upstairs area (including the great room, offices, boardroom, lobby and kitchen) and a downstairs basement event area. Renters of any portion of the Facility, including the basement event area, shall have full, non-exclusive access to the elevator and interior stairs at all times during their approved rental period for ingress, egress, setup, teardown, and use of their rented space.

The Board shall not restrict, block, or otherwise interfere with renters' access to these circulation areas (lobby, elevator and interior stairs), even during concurrent senior programs or other activities upstairs. Any such restriction shall constitute a material breach of this Agreement.

To promote harmonious shared use:

- The City (through P&R) shall notify all renters in advance (via rental confirmation or rules) of any concurrent activities or programs in other areas of the Facility.
- Renters shall be required to proceed quietly and respectfully through shared circulation areas (e.g., elevator, stairs, lobby) to minimize disruption to ongoing senior programs or other users. Excessive noise, disruptive behavior, or interference with other activities may result in immediate termination of the rental and forfeiture of fees, at the City's discretion.
- The Facility is a shared public space serving multiple users. All parties, including the Board, City staff, volunteers, program participants, renters, and guests, shall conduct themselves in a respectful and courteous manner toward one another. No party shall interfere with, obstruct, or harass other authorized users of the Facility. Concerns regarding scheduling, use, or conduct shall be directed to P&R for resolution rather than addressed directly in a confrontational manner with renters or participants.

ARTICLE III.

OBLIGATIONS OF CITY

3.01 Operating Costs. As outlined in 2.04.

3.02 Budget Limitations. City's obligations are subject to its budget. If unable to fulfill, City is not liable for monetary damages unless in breach.

3.03 Property Ownership. City retains ownership; Board is a tenant without fee for priority times.

ARTICLE IV.

OBLIGATIONS OF THE BOARD

4.01 Senior Programming. The Board shall provide senior-focused programs and activities at the Facility, targeted primarily at participants aged 60 and older (though not age-restricted).

These programs shall include:

- At least **2 congregate meals per week** (prepared at the Facility and served on-site or via delivery, such as Meals on Wheels), with Tuesdays and Thursdays as the standard days (e.g., noon service).
- An average of at least **2 additional senior programs or activities per week** (e.g., exercise classes, social events, educational sessions, games, or crafts), scheduled primarily Monday through Friday during the Board's designated priority hours of 8:00 a.m. to 4:00 p.m.

The Board shall make reasonable efforts to maintain consistent programming and notify participants in advance of any cancellations or changes.

Scheduling and Use Restrictions:

- During the Board's priority hours (Monday–Friday, 8:00 a.m. - 4:00 p.m.), the City shall not schedule or conduct any senior-specific programs in the upstairs main areas (including the great room) without consent or collaboration with the Board.
- The City may schedule and conduct programs (senior-related or otherwise) in the basement event area during these priority hours, provided such use does not interfere with Board access to vertical circulation (elevator and interior stairs) as outlined in Section 2.12.
- If the Board wishes to schedule a senior program or activity outside its designated priority hours (e.g., evenings or weekends), the Board shall submit a written request to the City (via the designated P&R coordinator) at least 14 days in advance. Upon approval, any rental or facility use fees collected for such extended-time program shall be split 50/50 between the Board and the City.

The Parties shall coordinate scheduling collaboratively to maximize Facility use and minimize conflicts, with the Board's senior programs having priority in the upstairs areas during designated hours.

ARTICLE V.

ASSIGNABILITY AND EXCLUSIVITY

5.01 Assignment. This Agreement is non-assignable by the Board. Use is non-exclusive, with Board priority as described.

ARTICLE VI.

INSURANCE

6.01 The Board shall provide general liability insurance of at least \$2,000,000 per occurrence for personal injury/death, procured from an Oregon-authorized company. City shall be named additional insured, with 30 days' notice for cancellation.

6.02 City shall be named additional insured, with waivers of subrogation.

ARTICLE VII.

INDEMNIFICATION

7.01 The Board shall indemnify and hold harmless the City and its officers, agents, employees, or officials from any claims, damages, or expenses arising from the Board's activities, use, or maintenance of the Facility, including personal injury, property damage, or violations of law.

7.02 The City shall provide mutual indemnification for claims arising solely from its activities.

ARTICLE VIII.

GENERAL PROVISIONS

8.01 Notices. Notices shall be sent by email or mail to:

To City: parksandrec@hermiston.gov or bartz@hermiston.gov

City of Hermiston,
Attention: Director of Parks and Recreation,
180 NE 2nd Street
Hermiston, OR 97838

To Board:
Hermiston Senior Center Board
Attention: Board President
P.O. Box 854
Hermiston, OR 97838

8.02 Force Majeure. Neither Party is liable for delays due to events beyond control (e.g., natural disasters).

8.03 Entire Agreement. This replaces the 2014 Agreement; attachments include Operating Plan (Attachment A).

EXECUTED this ____ day of _____, 2026.

CITY OF HERMISTON, OREGON

By: _____ [City Manager]

BOARD:

By: _____ [Board President]

Attest:

City Clerk

Attachment A: Operating Plan

This Operating Plan is incorporated into the Agreement to guide day-to-day implementation.

Hours of Operation

- Senior Board: Monday - Friday, 8:00 a.m. - 4:00 p.m. Senior lunches on Tuesdays/Thursdays.
- P&R (City): Sunday & Saturday open for activities/rentals; Monday - Friday 4:00 p.m. - 10:00 p.m. if scheduled. Facility opens for after-hours rentals/programs.

Financial Plan

- Rentals: City and Senior Board split all rental revenue 70/30 (70% to City, 30% to Board)
- Senior Board Programming Revenue (M-F 8am-4pm): Board Retains 100%
- Senior Board Programming Revenue (All other hours): P&R & Board Split 50/50
- Parks & Recreation Programming: City Retains 100%

The Senior Board and City shall split all rental revenue 70/30 (70% to City, 30% to Senior Board), regardless of booking source. Revenue from City-managed community programs goes fully to City. Senior program revenue outside of priority time will be split 50/50.

Senior Board Programs

The Board may solicit and price programs for senior participants. Programs target seniors but are not age-restricted.

The City shall honor up to four (4) external events or rentals per calendar year that are coordinated and approved by the Senior Board with outside entities. For these limited events, the Senior Board may recommend and set the rental pricing structure, subject to final administrative processing through the P&R Department. All scheduling, insurance, and facility compliance requirements shall still be administered through the City's standard rental procedures.

Recreation Programs

Programs for other age groups are coordinated by P&R; all revenue to City.

Evaluation and Monitoring

- Senior Programs: Board monitors during priority times (M-F 8am-4pm).
- Rentals: City handles master scheduling and rentals for all areas (upper level, basement, board room).
 - M-F 8am-4pm, Board monitors
 - If the Board anticipates a conflict in monitoring a rental, it is responsible for notifying the City at least 48 hours in advance so coverage can be arranged. In the event of an emergency, the Board must provide prompt notice to ensure the City can respond accordingly.
 - All Other Rental Times, City monitors

Facility Rentals

- City (P&R) processes all rentals, collects fees, and ensures compliance. Board may refer rentals but not independently book. Rentals available Sun-Sat, prioritizing senior programs. Basement actively promoted by City. No active restriction on basement use by Board, but coordination required. Annual review of rental rates and policies by both Parties.
- A Senior Program Discount of ten percent (10%) shall be applied to Facility rentals that are specifically senior-focused in nature (e.g., senior organization events, milestone celebrations such as senior birthday events, or senior programming activities). This discount shall apply only when the primary purpose of the event is senior-related and shall not apply solely based on the age of the individual renter.
- Legacy Community Rentals: The City shall make reasonable efforts to honor and continue

longstanding legacy rentals and community relationships historically coordinated by the Senior Board, including but not limited to recurring uses such as American Legion Post #37 monthly meetings and Lions Club annual poinsettia pickup, provided such rentals comply with Facility rules, insurance requirements, and scheduling availability.

This plan may be updated annually by mutual agreement.