

AGREEMENT BETWEEN THE CITY OF SAN LUIS OBISPO AND SENIOR CENTER EXECUTIVE BOARD FOR USE OF CITY PROPERTY

This community partnership agreement ("Agreement") is made and entered into in the City of San Luis Obispo on July 1, 2023 by and between the City of San Luis Obispo, a municipal corporation and charter city, hereinafter referred to as "City", and the San Luis Obispo Senior Center Executive Board, hereinafter referred to as "Senior Center Board."

WITNESSETH:

WHEREAS, the City is the legal owner of the property located at 1445 Santa Rosa Street in the City of San Luis Obispo as shown on Exhibit A; and

WHEREAS, the San Luis Obispo Senior Center is an unincorporated association with operations in the City of San Luis Obispo; and

WHEREAS, since 1978, the City has provided the Senior Center Board with a facility located at 1445 Santa Rosa Street (C the "Premises") without charge in order to provide the community's senior population with a welcoming environment to gather and recreate; and

WHEREAS, the Senior Center Board has provided volunteer management of the Senior Center facility and its related operations since 1978; and

WHEREAS, the Senior Center board proposes to continue to provide programming and activities during open hours at the Senior Center facility, as outlined in Scope of Services in Exhibit C; and

WHEREAS, the City desires to maintain a mutually beneficial relationship with the Senior Center Board to continue to enhance the sense of community for the residents of San Luis Obispo; and

WHEREAS, the Senior Center Board has expressed a willingness to continue to manage the Senior Center facility during Senior Center hours of operation and provide senior-oriented services under the direction of an elected volunteer Executive Board, in compliance with the Senior Center Bylaws from January 14, 2013, as outlined in Exhibit B, and in cooperation with the City; and

WHEREAS, the volunteer Executive Board of the Senior Center are designated by the City to perform specific functions in the course and scope of authorized activities under the direction and control of the City; and

WHEREAS, the City has employed a full time Recreation Coordinator to provide direct services to the Senior Center and to facilitate additional community senior programming for all persons in the City; and

WHEREAS, by this Agreement, the City and Senior Center Board wish to memorialize their long-standing relationship regarding the use and operation of the Senior Center facility and to express each party's desire to expand and develop the various senior related services provided to the community through the Senior Center.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. **Location of Property.** The City will allow the Senior Center Board to use the City-owned property located at 1445 Santa Rosa Street for the purpose of providing activities and a welcoming environment for all members, as defined in the Senior Center Bylaws, Exhibit B, for the term of the Agreement. The property that may be used by the Senior Center Board pursuant to this Agreement is depicted on Exhibit A, attached hereto and incorporated by reference (the "Senior Center facility" or the "Premises").
2. **Term of Agreement.** The term of this Agreement shall be for five years commencing on July 1, 2023 and terminating on June 30, 2028, unless extended or sooner terminated as provided in this Agreement.
3. **Termination of Agreement.** The term of this Agreement may be terminated by either party without cause upon sixty (60) days prior written notice. This Agreement may be terminated immediately for any material breach of this Agreement by either party provided the non-breaching party provides the breach party notice of such breach and reasonable opportunity to cure.
4. **Relationship of Parties.** The Senior Center Board shall not be considered a partner, agent, officer or employee of the City. The Senior Center Executive Board Members, also referred to as Officers, as defined in Article VII of the Senior Center's Bylaws (Exhibit B of this Agreement), and all other persons who provide programming, administrative, instructive, or other services on a recurring or continual basis for the Senior Center and/or its members and participants, shall be considered volunteers of the City. As volunteers of the City, the Senior Center Board members and other volunteers identified in this provision shall register with the City's volunteer management software and adhere to City Volunteer policies and procedures, including prerequisites for service, and will be recognized by the City as such.
5. **Rent.** In recognition of the benefits the Senior Center Board provides the community, the City agrees to allow the Senior Center Board the use of the Premises without charge during the term of this agreement. The parties further agree that any proceeds derived by the Senior Center Board from use of or programming at the City's facility shall go back into programming for seniors at the City's facility. The Senior Center board may not charge outside community groups a rental or permitting fee in relation to use of the facility.

6. **Hours of Operation & Facility Closures.** The Senior Center hours of operation shall be five days a week (Monday through Friday) between the hours of 9:00 A.M. and 4:00 P.M. The Senior Center board shall coordinate with Parks and Recreation staff for additional operations outside the established hours of operation as the facility is programmed for other community uses during non-Senior Center Facility hours of operation. The Senior Center Facility will be closed the following holidays: New Year's Day, Fourth of July, Labor Day, Thanksgiving and the immediately following Friday, and the last three weeks of December for maintenance (and additional dates as necessary for maintenance). The Senior Center Board can request to utilize the facility on City closure dates with the agreement that City Parks and Recreation and Public Works staff will not be available. In the event of a Citywide infrastructure projects that impact facility access or Citywide Road closures, staff will close the Senior Center and the Board will be required to notify users of the closure.
7. **City Liaison.** The City has employed a full-time Recreation Coordinator to provide direct service to the Senior Center members in addition to additional community senior programming for all persons in the City. The Recreation Coordinator will have a dedicated work space at the Senior Center facility and be present on an average 10-20 hours per week.
8. **Scope of Services.** Services provided by both the City and the Senior Center board are outlined in the scope of services set forth in Exhibit C attached hereto and incorporated herein (the "Scope of Services"). The City's Director of Parks and Recreation may authorize periodic modifications, within the scope of financial and/or operational authority, to the Scope of Services as may deem necessary or appropriate to the orderly operations of the Senior Center. Any written amendment or modifications to the Scope of Services shall be upon mutual consent of both parties.
9. **ADA Compliance.** The City assumes responsibility for ensuring that the Premises complies with the requirements of the Americans with Disabilities Act. The Senior Center Board shall not modify the Premises in any way without prior approval by the City pursuant to Section 13 of this agreement. The Senior Center Board agrees to refrain from any action, and to take reasonable steps to prevent others from taking any action, which would impose a barrier to accessibility or create any condition which otherwise violates the Americans with Disabilities Act on the Premises.
10. **Extent and Condition of Premises.** The Senior Center Board shall accept the Premises "as is." This Agreement shall not obligate the City to guarantee the suitability of the Premises, the suitability of the Premises for the intended use by the Senior Center Board, the duration that the Premises may be occupied, or the availability of alternate facilities. Should any occurrence, including but not limited to fire, earthquake, flood, or the need to repair or improve Premises by the City, necessitate closing the Premises, or a portion of the Premises, to the public, the Senior Center Board shall have no recourse to the City for any loss incurred.

11. **The Senior Center Board's Responsibility for Maintenance of Premises.** The Senior Center Board agrees to maintain the Premises in a clean, safe, and attractive condition at all times. This includes maintaining and general housekeeping of cleaning the building interior and promptly reporting to the City the need for repairs or maintenance.
12. **City Responsibility for Maintenance of Premises.** The City agrees to continue to provide regular maintenance and janitorial services in addition to providing repairs to items that break and are within the City's parameters. Repairs will be made in the order of City priority based on urgency and safety.
13. **Alterations to Premises.** The City shall be notified of and consider approval of any exterior alterations, or any interior structural alterations made to Premises, prior to commencement of such alterations. The Senior Center Board shall comply with applicable rules and regulations of the City's Municipal Code and procedures set forth by the City's Community Development Department and all applicable building codes in making any approved alterations to structural, plumbing, interior and/or exterior systems and finishes of Premises. In addition, the City will provide reasonable notice prior to commencement of any exterior alterations or interior structural alterations that would impact programming at the facility.
14. **Responsibility for Damage.** Upon termination of this Agreement, the Senior Center Board shall return the Premises to City in its original condition, except for ordinary wear and tear and alterations approved by the City pursuant to Section 13 of this Agreement. If the Premises is damaged resulting from the Senior Center Board's use of and operations on the Premises, it shall be repaired and restored at the Senior Center Board's expense to its original condition, except for the circumstances expressly identified in this Section.
15. **Cost of Operations.** The City shall bear the entire cost of its operations on the Premises, including utility bills, general maintenance costs, and other taxes and fees related to its occupancy of the Premises, including all possessory interest taxes that may be imposed.
16. **Staff Office.** City staff shall have access to the building at any time, including but not limited to defined office space in the conference room.
17. **Waiver of liability.** On an annual basis, all members shall complete a waiver when registering. In addition, all visitors must sign a waiver each day for entry into the Facility and participation in any activity offered at the facility. The Senior Center shall procure and maintain current assumption of risk and liability waiver forms signed by all members and non-members that participate in Senior Center Board activities or events, whether at the Senior Center Facility or off-site. Liability Waivers shall be executed substantially in the form provided in Exhibit D, attached hereto and incorporated herein by this reference. The City reserves the right to amend such form. Waivers will be collected on a quarterly basis by the City and stored per City guidelines.
18. **Other Community Partners.** The use of the Senior Center Facility by other community partners that further support the goals identified by the Senior Center Board should be managed as follows:

This Agreement applies to Senior Center Board use of the Senior Center Facility and the adjacent parking lot only. The use of the Senior Center Facility by Senior Center Board is reserved only during the Senior Center hours of operation (Monday through Friday from 9 a.m. to 4 p.m. ["Senior Center operating hours"]). During the Senior Center operating hours, the Senior Center Board is responsible for scheduling and programming of the building. The Senior Center Board may work with community partners to establish use of the Senior Center Facility during Senior Center hours in conjunction with City staff. Any use of the Senior Center Facility that requires City funds (set-up or break down of facility items such as table and chairs) must be approved by the Parks and Recreation Facilities Manager. City Liability Waivers are required for all participants for all programs and events within Senior Center permitted hours.

Use of the Senior Center by other community partner groups during Senior Center operating hours requires notification to and approval by the Recreation Coordinator at least 30 days in advance of the scheduled use. Parks and Recreation is required to approve any fees charged to community partners or outside groups related to program support (not associated with facility use charges) before permission is granted for usage.

19. **Non-exclusivity.** Use of the Senior Center Facility and adjacent parking lot outside of Senior Center operating hours is not exclusive. During "off" hours the Senior Center Facility is available for other community uses with permits for use coordinated by the Parks and Recreation Department.
20. **Security of Senior Center.** The City shall provide the Senior Center Board with keys for the Senior Center Facility. The Senior Center Board shall properly secure the Senior Center Facility when operations have concluded. It shall be the responsibility of the Senior Center Board (key holder) to secure the premises upon the close of the Senior Center operating hours to prevent or avert any act which may cause damage to the Senior Center Facility. Senior Center Board is responsible for recording and inform the Recreation Supervisor if the Senior Center Facility is found to be unsecured during non-operating hours.
21. **Indemnification.** The Senior Center Board shall defend, indemnify, and hold harmless the City, its officers, employees, and agents, their successors and assigns ("City Indemnitees") from any and all costs, liability, damage or expense, including reasonable attorney's fees and costs, claimed by anyone by reason of injury or death of persons, damage or destruction of property, or any other harm sustained in, on or about the Premises or arising out of events or programs hosted by the Senior Center Board, regardless of location, which occurred as a proximate result of the acts or omissions of the Senior Center Board and other volunteers, due to the Senior Center Board member or volunteer's personal conduct or action taken outside the scope of their role and assigned duties as a Board member or volunteer of the Senior Center, or in violation of any City policy, ordinance, or regulation. In any such claim, the Senior Center Board member or other volunteer shall indemnify the City Indemnitees to the extent the City Indemnitees are made a party to any aforementioned action, lawsuit or other adversarial proceeding and shall provide a defense to the City Indemnitees or at the City's option, reimburse the City Indemnitees their costs of defense, including reasonable legal fees, incurred in defense of such claims.

22. Public and Employee Safety. Whenever the Senior Center Board's operations on the Premises create a condition hazardous to the public or City employees, it shall, at its sole expense and without cost to the City, furnish, erect, and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents, damage, or injury to the public and City employees.

23. Non-Discrimination.

- A. There shall be no discrimination against or segregation of any person or group of persons on account of race, religion, sex, sexual orientation, national origin, age, or physical, mental or economic status in the operation, lease, use, occupancy, tenure or enjoyment of the Premises or the improvements thereon, or any part thereof, and the Senior Center Board or any person claiming under or through it, shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, use or occupancy of employees, contractors, subcontractors, laborers, or materialmen, tenants, lessees, subtenants, sublessees, invitees or vendees of the Premises or the improvements thereon, or any part thereof.
- B. The Senior Center Board shall not restrict access or use of the Premises or the improvements thereon, or any portion thereof, on the basis of race, religion, sex, sexual orientation, national origin, age, or physical, mental, or economic status of any person.

24. Notifications. All written notifications to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as follows:

City
Parks and Recreation Coordinator
City of San Luis Obispo
1341 Nipomo St.
San Luis Obispo, CA 93401

Senior Center Board
c/o President
1445 Santa Rosa Street
San Luis Obispo, CA 93401

The parties shall provide each other with current telephone and email contact information, which shall be updated as necessary, for time-sensitive communications.

25. Agreement Amendment. Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the Parks and Recreation Director.

26. Contract Assignment. The Senior Center Board shall not assign, transfer, convey or otherwise dispose of this Agreement to any individual or business entity of any kind without the City's prior written consent, which may be denied at the City's sole discretion.

27. Authority to Execute Agreement. Both City and the Senior Center Board do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

CITY OF SAN LUIS OBISPO,
a municipal corporation and charter city

SENIOR CENTER EXECUTIVE BOARD

Derek Johnson, City Manager

By: William Donovan
Its: Senior Center Executive Board President

ATTEST:

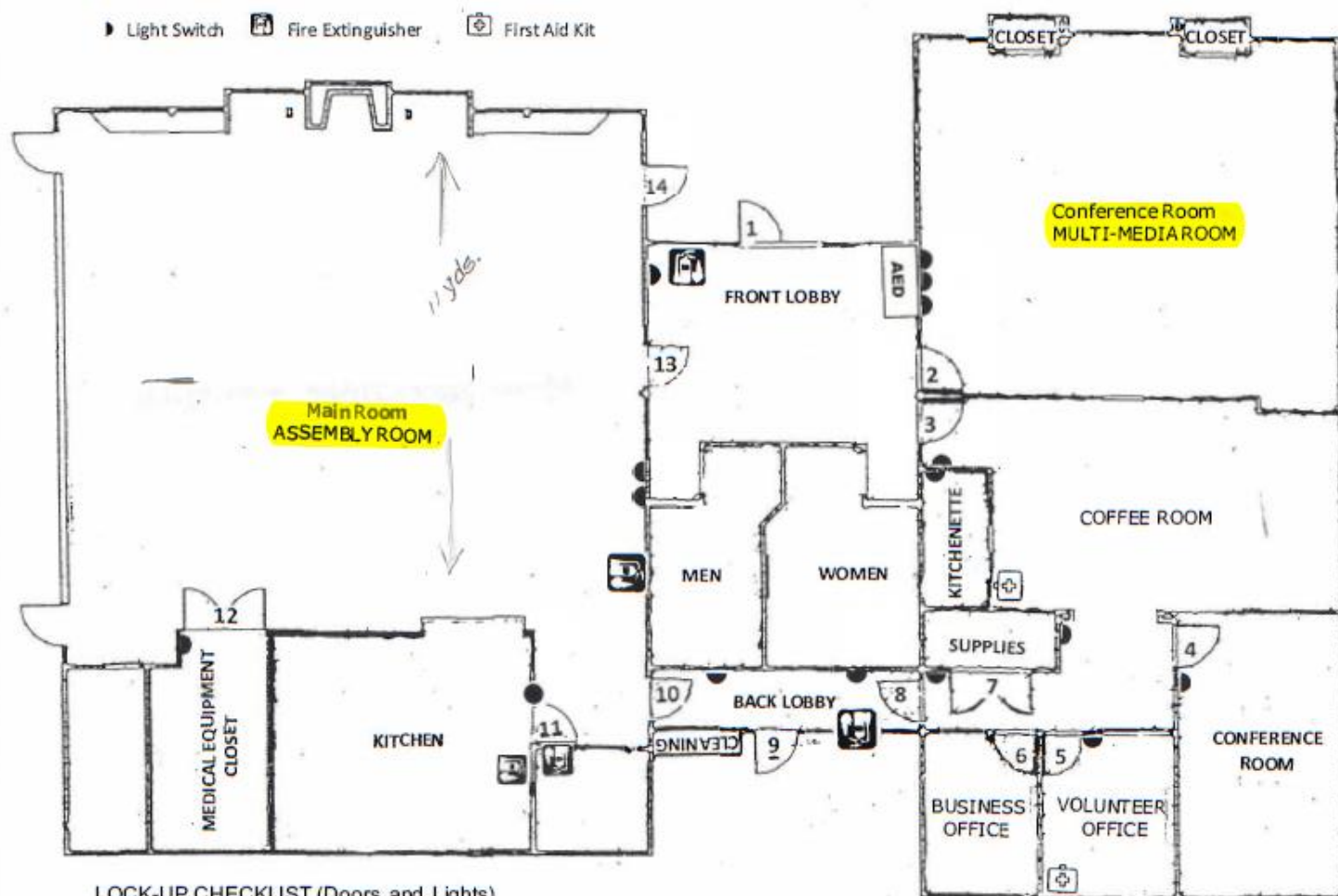
Terresa Purrington, City Clerk

By: Cathy Marvier
Its: Senior Center Executive Board Vice President

APPROVED AS TO FORM:

J. Christine Dietrick, City Attorney

Senior Center Facility Map



LOCK-UP CHECKLIST (Doors and Lights)

- | | | |
|--|-----------------------------------|---------------------------------------|
| 1. Front door to street | 6. Business Office door | 10. Back Lobby kitchen-side door |
| 2. Multi-Media Room door | 7. Supplies closet door | 11. Kitchen door |
| 3. Coffee Room door | 8. Back Lobby office-side door | 12. Medical Equipment Closet door |
| 4. Conference Room door | 9. Back Lobby door to parking lot | 13. Assembly Room door to Lobby |
| 5. Volunteer Office door, counter window, blinds, and file cabinet | | 14. Assembly Room door to front patio |

city of
san luis obispo

Senior Center Floor Plan



3/6/2012

San Luis Obispo Senior Center

San Luis Obispo, California

By-Laws

January 14, 2013



SAN LUIS OBISPO SENIOR CENTER BY-LAWS

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BY-LAWS OF SAN LUIS OBISPO SENIOR CENTER

SAN LUIS OBISPO, CALIFORNIA

ARTICLE I: NAME AND SPONSOR

The name of this organization shall be San Luis Obispo "Senior Center", a non-partisan, non-denominational and partly-funded project, sponsored by the Parks and Recreation Department of the City of San Luis Obispo.

ARTICLE II: PURPOSE AND OBJECTIVES

The Senior Center shall attempt to provide for the unmet social and referral needs of its members and will be open daily as directed by the Executive Board of the Senior Center, where members may avail themselves of varied recreational, social and cultural projects.

ARTICLE III: MEMBERSHIP

The membership shall consist of an unlimited number of citizens 55 years of age or older, regardless of race, creed, religious, or political affiliations. Spouses of members are eligible for membership regardless of age. All members who are able to do so are expected to assist in the operations and functions of the organization.

ARTICLE IV: DUES AND OBLIGATIONS

Dues are \$10.00 a year. Yearly dues shall be due on January 1st of each year and become delinquent March 1st. Prospective members may participate in club activities, except that they may not vote or hold office for a period of 30 days, following which payment of dues will be expected. Any increase or decrease in the amount of dues shall require a by-laws amendment.

ARTICLE V: MEETINGS

Unless otherwise decided by the Executive Board, there shall be a regular business meeting of the members on the third Wednesday of each month. Roberts Rules of Order, Revised, shall be used as a guideline where they are applicable and not inconsistent with these By-laws, and rules of the Parks and Recreation Department of the City of San Luis Obispo.

ARTICLE VI: QUORUM

Twenty (20) members in good standing shall constitute a quorum for a general membership business meeting. Executive Board meetings shall require a quorum of six (6) elected officers.

ARTICLE VII: OFFICERS

The elected officers shall be: President, Vice President, Executive Secretary, Treasurer, Corresponding Secretary, Newsletter/ Publicity Coordinator, Historian, two Members-at-Large, Immediate Past President and up to one additional officer to be defined as the need arises. The number of Board positions shall be eleven maximum. All elected officers shall be residents of the City of San Luis Obispo which is defined as the place where one chooses to vote, pay taxes and exercise the duties of a citizen.

ARTICLE VIII: DUTIES OF OFFICERS

Section 1: The President shall preside at all meetings and unless otherwise provided herein, the majority opinion shall prevail.

Section 2: The Vice President shall act as aide to the President and, in the absence of the President, shall assume the duties of the President.

Section 3: The Executive Secretary shall keep an accurate record of the proceedings of all meetings of the Center and of the Executive Board; shall be prepared to refer to minutes of previous meetings, and shall prepare a summary of all action items for the presiding officer.

Section 4: The Treasurer shall accept and deposit all monies in the Senior Center accounts; keep a record of all receipts and disbursements, present a monthly statement of account at every Executive Board and General Membership meeting, and at other times when requested by the Executive Board; and prepare a full annual report. All monies received by committees or any other source shall be channeled through the Treasurer; and the Treasurer shall make all expenditures. The fiscal year shall be from July 1st to June 30th.

Section 5: The Corresponding Secretary shall conduct all necessary correspondence for the Senior Center and any other duties as shall be assigned.

Section 6: The Newsletter/Publicity Coordinator shall be responsible for the monthly Senior Center Newsletter and for the coordination of press releases through the Parks and Recreation Department.

Section 7: The Historian shall assemble and preserve a record of all the activities and achievements of the Senior Center and its members maintain an annual history, including the newsletters, and may exhibit same at various meetings.

Section 8: The two Members-at-Large shall serve as a liaison to the Executive Board for the members and any other duties as assigned by the President.

Section 9: The Immediate Past President may assist the President/Executive Board as requested with duties and matters pertaining to the Senior Center and will be available for assistance in the transition of the incoming board.

Section 10: The duties of the additional officer of ARTICLE VII shall be defined at the time the position is created.

Section 11: Each officer upon expiration of his or her term of office shall turn over to his or her successor, or to the President in case of resignation all records, books, funds or other material pertaining to the office.

Section 12: When an officer or a chairman of a standing committee fails to attend three (3) consecutive meetings without adequate excuse, the Executive Board may, on a majority vote, declare that office vacant and the office may be filled in accordance with the provisions of Article IX, Section 5 of these By-Laws. The Executive Secretary shall inform the Executive Board when officers or chairman have failed to maintain their status.

ARTICLE IX: ELECTIONS

Section 1: The officers shall be elected annually at the November General Membership meeting and serve under the criteria listed in Section 4.

Section 2: A Nominating Committee of three (3) members appointed by the Executive Board at least two months prior to the election of officers shall make nominations for officers. Anyone nominated for President or Vice-President shall have been an active member of the Senior Center for at least one year. It shall be the duty of this Committee to present at the October meeting, a well-considered slate of capable candidates for election. The consent of each candidate must be obtained before his or her name may be placed in nomination. The slate shall be posted on the bulletin board and published in the November newsletter. A further call for nominations shall be made at the November meeting prior to the voting.

Section 3: Election shall be by secret ballot, and a majority vote of members present shall determine the election at the November membership meeting. If there is just one candidate for any office, the ballot for that office may be dispensed with and the election held by voice vote. There shall be no voting by proxy.

Section 4: Officers shall serve for a term of one year or until their successors are elected. No President or Vice President shall be eligible to hold the same office for more than two consecutive terms. Other officers may serve as many terms as the membership shall so elect. Officers shall be installed at the November meeting and assume their duties at the close of the December meeting.

Section 5: Vacancy in the office of President shall be filled by the Vice President. The Executive Board shall fill vacancies in other offices as they occur.

ARTICLE X: EXECUTIVE BOARD

Section 1: The Executive Board shall be the governing body of the San Luis Obispo Senior Center. It shall be made up of all elected officers of the organization.

Section 2: A non-voting representative from the sponsoring agency, the Department of Parks and Recreation of the City of San Luis Obispo, will also be a member.

Section 3: The Executive Board shall meet at least once each month to consider items of business and expenditures in excess of five hundred dollars (\$500.00).

ARTICLE XI: COMMITTEES

Section 1: The Executive Board may appoint Committee Chairs to carry out necessary activities for the Senior Center.

Section 2: Appointed Committee Chairs shall serve at the pleasure of the Executive Board. Committee Chairs shall choose the members to serve on the committee.

ARTICLE XII: AUDITOR

The Executive Board shall appoint an Auditor. The Auditor shall audit the financial books at the end of the fiscal year, and prepare a written report annually with copies to the Executive Board and the above named sponsor.

ARTICLE XIII: AMENDMENTS and REVISIONS

The Executive Board must approve all amendments and revisions to the By-Laws. After approval, such changes shall be posted on the bulletin board not later than two (2) weeks prior to the meeting to adopt them. Amendments and Revisions to the By-Laws must be presented to the membership at a regular or special meeting. At least twenty members must be present at a meeting considering changes in the By-Laws. Amendments and Revisions shall be adopted by an affirmative vote of a majority of the members present.

ARTICLE XIV: ESTABLISHMENT OF HOUSE RULES

Section 1: The Executive Board shall establish and approve House Rules, and will forward them to the sponsoring agency for review. After approval by the Parks and Recreation Department of the City of San Luis Obispo, the Executive Board will present the proposed rules before a meeting of the General Membership for adoption. The House Rules shall then be posted in the Senior Center.

Section 2: Upon receipt by the Executive Board of any alleged violation of the approved and adopted House Rules, the President will convene a special meeting, whose members may consist of the following to determine disposition of the alleged violation:

- A. The Director of Parks and Recreation for the City of San Luis Obispo or the Director's assigned representative.
- B. The President and Vice-President of the Senior Center.
- C. Two additional members of the Executive Board selected by the President.

Any decision on action reached by the above named special committee concerning any alleged violation of Senior Center rules may be appealed as consistent with regular practices of the City of San Luis Obispo.

The following amendments were approved by the San Luis Obispo Senior Center Executive Board and adopted by the General Membership in 2011.

ARTICLE VI: QUORUM

Twenty (20) members in good standing shall constitute a quorum for a general membership business meeting. Executive Board meetings shall require a quorum of six (6) elected officers.

ARTICLE VII: OFFICERS

The elected officers shall be: President, Vice President, Executive Secretary, Treasurer, Corresponding Secretary, Newsletter/ Publicity Coordinator, Historian, two Members-at-Large, Immediate Past President and up to one additional officer to be defined as the need arises. The number of Board positions shall be eleven maximum. All elected officers shall be residents of the City of San Luis Obispo which is defined as the place where one chooses to vote, pay taxes and exercise the duties of a citizen.

ARTICLE VIII: DUTIES OF OFFICERS

Section 9: The Immediate Past President may assist the President/Executive Board as requested with duties and matters pertaining to the Senior Center and will be available for assistance in the transition of the incoming board.

These San Luis Obispo Senior Center By-Laws, with amendments, subtractions and additions have been approved by the Executive Board of the Senior Center.

These By-Law Amendments supersede those portions of the San Luis Obispo Senior Center By-Laws, dated October 10, 2011.

BY LAWS REVISION DATE: JANUARY 14, 2013

President, San Luis Obispo Senior Center

date _____

Executive Secretary, San Luis Obispo Senior Center

date _____

Scope of Services

City Obligations

1. Utilities Costs.

- a. The City shall continue to furnish telephone and internet service at the Premises for: two (2) volunteer office computers and two (2) volunteer office telephone lines, plus one computer and one telephone line for the Parks and Recreation staff office located at the Premises.
- b. The City shall continue to pay costs for all utilities (water, sewer, gas, trash, telephone and electricity) used at the Senior Center facility.

2. Facilities and Grounds Maintenance

- a. The City shall continue to provide regular (currently Tuesday-Sunday) janitorial services and annual maintenance services at the Senior Center Facility. Said maintenance services include both internal and exterior of the facility. Should the schedule change, City will notify the Senior Center Board.
- b. Facility set up and take down will continue to be facilitated by the Recreation Coordinator to support pre-scheduled Senior Center Board activities and events, based on monthly activity calendar.

3. Marketing and Outreach

- a. As resources permit the City shall promote the Senior Center programs by displaying Senior Center materials at the Parks and Recreation office and appropriate locations throughout the Department and maintaining up to date "Senior Programming" information on the City's website.
- b. The Recreation Coordinator will publish Senior Center programs in the Department's triannual Activity Guide.
- c. Department staff will coordinate with the City's Communication staff to publicize events and programs via social media and online.

4. Newsletter

- a. The Recreation Coordinator shall design, publish and distribute a monthly newsletter, with Senior Board feedback and contributions. The newsletter will be distributed through US Mail and email blasts, and printed copies will be available at the Senior Center and Parks and Recreation Office.
- b. The City shall support the cost of the Senior Center newsletter and marketing materials in an annual amount not-to-exceed the budgeted amount, presently at \$800 annually, for the mailings and printing.
- c. The City shall continue to mail the Senior Center newsletter as part of the City's internal bulk mail process. Bulk mailings may be subject to annual review by the City's Finance Department.

5. Facility Management and Communication

- a. City staff agrees to notify the Senior Center Board's Executive positions via telephone and/or email of any proposed changes in use of the Senior Center due to maintenance to the facility or adjacent premises.

- b. City staff shall continue to provide a hard copy of "Facility Use Calendar" to the Volunteer Office at the Senior Center listing weekly activities and facility rentals outside of operating hours.

6. Parks and Recreation Coordinator

- a. The City's Parks and Recreation Department shall provide a staff liaison for the Senior Center. The duties of the staff liaison are to assist the Senior Center board in understanding City processes and, as resources permit, enhance the recreational experience of local seniors. The Recreation Coordinator, or Department representative will attend Executive Board and General Member meetings and other areas as outlined in Exhibit C Scope and Services.

7. Advocacy

- a. The City shall ensure that the Senior Center has direct input to the Parks and Recreation Committee (PRC) via monthly staff and Board updates. In addition, a liaison from PRC has been assigned to Senior programming.

8. Financial Support

- a. The Parks and Recreation Department shall consider financial allocations within each two-year financial plan to support community wide senior programming, including program and activity funds to contribute and supplement the Senior Center Board programs and services.
- b. The City continues to provide financial support to the Senior Center Board through the use and maintenance of the facility, staff resources (Recreation Coordinator, Recreation Supervisor, Department Administrative staff, facilities staff and supplemental programming staff along with Communications, IT, and Public Works staff).

9. Safety and Consult

- a. City staff will train Volunteers and Executive Board members on proper response and protocols related to incidents and emergencies.
- b. Incident reports used by City staff will be provided to the Senior Center Board to distribute appropriately in accordance with the aforementioned training provided by City staff.
- c. An Emergency Action Plan (EAP) has been created for the Senior Center members to follow in case of emergencies along with a Chain of Command of who to contact in emergency and non-emergency situations.
- d. The City will continue to be available for emergency situations by dialing 9-1-1 or for non-emergency situations by calling non-emergency dispatch.
- e. City staff will continue to be available to provide guidance on unusual situations that may require staff perspective by calling or emailing directly during normal business hours (Monday – Friday 8:30 am – 5 pm).
- f. Recreation Coordinator will maintain monthly safety topics and assessments at monthly Board meetings.

10. Programming

- a. The City shall provide programming support, new activities, events, and recreational classes for Senior Center members and the senior population in the City.

11. Volunteer Recruitment

- a. The Volunteer Coordinator will work with Community Services staff and the Executive Board to recruit volunteers to support Senior Center operations.

SENIOR CENTER OBLIGATIONS

1. **Volunteer Recruitment.** The Senior Center board shall continue to recruit and train volunteer personnel to provide telephone reference services and program activities during the Center's operating hours. These volunteers will be coordinated through City processes using the Volunteer Management System.
2. **Newsletter.** The Senior Center shall provide material to City staff to produce a monthly newsletter, to be sent to all Senior Center r, which will include a listing of all programs and activities available to Senior Center Members.
3. **Communication.** The Senior Center board shall provide regular communications to the Parks and Recreation Coordinator in order to maintain updated and accurate information for the Parks and Recreation Department.
4. **Use of Center Outside of Normal Hours of Operation.** The Senior Center Board shall check the availability of the Senior Center Facility with City staff in advance of any special events to be held at the Senior Center Facility outside of the Senior Center operating hours, 9:00AM to 4:00PM, as other uses or facility reservations may exist. T h e Senior Center Facility may be used outside of normal hours of operation if available, with an appropriate facility reservation.
5. **Marketing.** The Senior Center Board shall work with the City to review the Senior Center's marketing materials that are provided to outside agencies.
6. **Waiver of Liability.** The Senior Center Board shall require all members and their guests to sign a City liability waiver (Exhibit D) releasing the City of liability for the use of the Senior Center Facility during daily operations and participation in programs, activities or events. The Senior Center Board shall also require and collect liability waivers from all participants releasing the City of liability for any loss or injury which occurs at other locations during off-site Senior Center events and programming. Waivers will be retained by the Senior Center Board until collection by the City on a quarterly basis to be stored per the City's retention policy.
7. **Records.** The Senior Center Board shall continue to keep records as required by the City concerning use of the facility, completed waivers by all members and their guests, and any other identified records (such as injury report forms). The Senior Center shall provide signed and completed waivers to City on a quarterly basis to be stored per the City's retention policy.

8. **Maintenance Protocol.** The Senior Center Board shall contact the City Recreation Coordinator for facility and building maintenance needs at the Senior Center. The Recreation Coordinator shall then be responsible for scheduling maintenance assistance. In cases of emergency, the Senior Center Board shall contact, in this order in accordance with the EAP, the following staff:

1. Recreation Coordinator,
2. Recreation Supervisor Community Services,
3. Facility Specialist,
4. Facilities Supervisor/Manager.

The City shall provide current contact information for each of these staff, which shall be updated as necessary.

City Waiver and Release of Liability, daily form, page 1 of 2

Page 1 of 2



**City of San Luis Obispo
Parks & Recreation Department
Senior Center – Waiver and Release of Liability**

Release of Liability and Indemnification (please read before signing)

I, the undersigned, understand that the above-named activity, sponsored by the City of San Luis Obispo Parks and Recreation Department, involves physical activity, that accidents can occur during above named activity and that participants in this or any physical activity can suffer serious injury or death. I further understand that while Parks and Recreation Staff may be trained in basic first aid and CPR, they are not medical professionals and are not trained to diagnose, monitor, or treat chronic or acute medical conditions, whether preexisting or caused by participation in above named activity. Nevertheless, **I HEREBY ASSUME THESE RISKS OF PARTICIPATING IN THE ABOVE-MENTIONED ACTIVITY.**

I further understand that the above-named program, sponsored by the City of San Luis Obispo, also involves exposure to other persons, such as program participants and City staff, and that program participants can contract communicable diseases, including, but not limited to, COVID-19, during this recreation program. I further understand that while City staff and/or volunteers will be trained in, and implement, hygiene, sanitation, and safety measures as recommended by the CDC to decrease the likelihood of spreading a communicable disease amongst program participants during this recreation program, I assume the risk of contracting any communicable disease by participating in this recreation program.

Nevertheless, **I HEREBY ASSUME ALL RISKS OF MY PARTICIPATING IN THIS RECREATION PROGRAM.**

I hereby waive, release, and discharge the City of San Luis Obispo, its officials, employees, agents, and volunteers for any and all claims for damages for death, personal injury, disability, or property of any kind, which may accrue to me as a result of, or arising out of, my participation in this program. This waiver and release is expressly intended to discharge in advance, the City of San Luis Obispo and its officers, employees, agents, and volunteers from and against any and all liability arising out of, or connected in any way with participation in this activity. **THIS WAIVER AND RELEASE WILL APPLY EVEN THOUGH LIABILITY MAY ARISE OUT OF ORDINARY NEGLIGENCE OR CARELESSNESS ON THE PART OF THOSE SO DISCHARGED.**

Photographic Release

I understand that City of San Luis Obispo staff may on occasion visit Parks and Recreation sponsored activities to take pictures and/or video for use in a City publication, for educational purposes or for a City Council/Commission meeting. My initials below indicate approval for use of such photography/video in which I or my child may appear. I understand that I will not receive compensation for the use of the pictures/video

By signing here, you have agreed to the above stated Senior Center 2023 Waiver and Release of Liability as well as Photographic Release.

Parks & Recreation

Waiver and Release of Liability, daily form, page 2 of 2



**City of San Luis Obispo
Parks & Recreation Department
Senior Center – Waiver and Release of Liability**

DATE:

	NAME	Time In/Out		Senior Center Member Yes / No		Reason for Visit	SIGNATURE
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							

Waiver and Release of Liability, Annual Form page 1 of 2

ANNUAL WAIVER

City of San Luis Obispo • Parks and Recreation Department



ANNUAL SENIOR CENTER REGISTRATION FORM & WAIVER	Calendar Year
PLEASE PRINT AND FILL OUT COMPLETELY	

Member Information	
LAST NAME	FIRST NAME
ADDRESS	
CITY	STATE/ZIP
EMAIL ADDRESS	
HOME PHONE	CELL PHONE

Medical Information (optional)	
GENERAL PRACTITIONER	PHONE
PHYSICAL LIMITATIONS	
ALLERGIES	
OTHER PERTINENT MEDICAL INFORMATION	

EMERGENCY CONTACT (in case of emergency please contact)	
NAME	PHONE

Photographic Release

I understand that City of San Luis Obispo staff may on occasion visit Senior Center sponsored activities to take pictures and/or video for use in a City publication, marketing materials, for educational purposes or for a City Council/Commission meeting. My initials below indicate approval for use of such photography/video in which I may appear. I understand that I will not receive compensation for the use of the pictures/video.

INITIAL HERE >> _____

**** REMINDER TO
COMPLETE BOTH SIDES OF
FORM ****

Waiver and Release of Liability, Annual Form page 2 of 2

WAIVER:**Release of Liability and Indemnification (please read waiver completely before signing)***(please read and initial below)*

____ I, the undersigned understand that my participation in events/activities at the Senior Center facility may involve exposure to other persons, including program participants, members of the public and City staff, and it is possible to contract communicable diseases, including, but not limited to, COVID-19, during participation at the Senior Center. I understand and acknowledge that while City staff and volunteers will be apprised of current health and safety measures as recommended by the California Department of Health and the Centers for Disease Control and Prevention ("CDC") and will encourage visitors' compliance with such measures or the San Luis Obispo County Department of Public Health to decrease the likelihood of spreading a communicable disease such as COVID-19, the City cannot ensure or guarantee that I will not be exposed to or contract a communicable disease during events/activities at the Senior Center facility. As a participant at the Senior Center, I expressly assume the risk of contracting a communicable disease, including, but not limited to, COVID-19, while participating in Senior Center events/activities.

____ I, the undersigned, understand that I participate in events/activities at the Senior Center facility at my own risk. I further understand that participation in events/activities at the Senior Center may involve physical activity and that accidents may occur during participation in these events/activities that may lead to minor injuries, serious injury or even death.

____ I, the undersigned, understand that City staff and/or Senior Center volunteers are not medical professionals and are not trained to render medical aid, to diagnose, monitor or treat chronic or acute medical conditions, whether preexisting or caused by participation in a Senior Center event/activity.

____ I, the undersigned, acknowledge that the City of San Luis Obispo Parks and Recreation Department sponsor events/activities at the Senior Center facility and realize that NO MEDICAL INSURANCE IS PROVIDED.

____ I, the undersigned, hereby waive, release, and discharge any and all claims for damages for death, personal injury, disability or property damage of any kind which may hereafter accrue to myself as a result of participation in an event/activity at the Senior Center facility. This release is expressly intended to discharge in advance the City of San Luis Obispo and its employees, agents, and volunteers from and against any and all liability arising out of or connected in any way with participation in an event/activity at the Senior Center facility. THIS WAIVER AND RELEASE WILL APPLY EVEN THOUGH LIABILITY MAY ARISE OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF THOSE DISCHARGED INCLUDING THEIR EMPLOYEES, AGENTS, AND VOLUNTEERS, AND INCLUDING GROSS NEGLIGENCE TO THE EXTENT THAT SUCH WAIVER AND RELEASE IS PERMITTED BY CALIFORNIA LAW. I further understand that this Waiver and Liability Release shall apply to myself, as well as any of my heirs, executors, or administrators.

BY MY SIGNATURE BELOW, I, THE UNDERSIGNED, ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS CONTENTS AND I HEREBY ASSUME ANY ASSOCIATED RISKS OF PARTICIPATING IN EVENTS/ACTIVITIES AT THE CITY OF SAN LUIS OBISPO SENIOR CENTER FACILITY.

Signature: _____ Date: _____