



Memorandum

Date: October 2, 2012
To: Ed Brookshier, City Council, Park Committee
From: Larry Fetter, Director of Parks and Recreation *LF*
Subject: Hermiston School District – Rocky Heights Facility Use Agreement

The Hermiston School District has expressed a willingness to formalize by agreement the City's use of the Rocky Heights Elementary campus for community recreational in consideration of the City investing \$100,000 in the Kennison Field Renovation. A long term agreement reserving recreational uses at Rocky Heights represents the least cost and most ideal solution to the near and long term soccer needs in Hermiston.

The Parks and Recreation Department and the Soccer Stakeholder Group recently conducted a needs assessment to identify current and future soccer facility needs in Hermiston. The site is ideally located near the Butte Park making offering additional parking, playground, and restrooms. There are several recommended improvements that would enhance the site for adult soccer including improved on-site parking, shade, restrooms, and playground equipment. The estimated improvement cost is \$80,000 which is considerably less than developing raw land of equal size would likely cost over \$1M plus the avoided maintenance costs.

Improvements	Estimated costs
Parking	\$15,000
Fencing	\$8,000
Playground	\$10,000
Restrooms	\$45,000
Landscape shade	\$2,000
Total estimated cost	\$80,000

The primary agreement points are:

Term: 33 years
Consideration: \$100,000
Rocky Heights Investment: \$80,000
Use: Primary use of fields by HSD, secondary use by City of recreation.
2 soccer fields minimum, 3 soccer fields if the site will support in pre and post construction of new elementary school building.

Improvements by City: City may improve the site with HSD approval.
Improvements by HSD: HSD will replace the buildings at some point and accommodate the recreational uses in the new site planning. Limited use interruptions to use may occur during construction.

Maintenance: HSD will maintain the site as an athletic turf facility. City will be allowed to provide enhanced maintenance approved by HSD.

**INTER-GOVERNMENTAL AGREEMENT REGARDING THE USE OF
ROCKY HEIGHTS ELEMENTARY SCHOOL SOCCER FIELDS**

This Inter-Governmental Agreement Regarding the Use of Rocky Heights Elementary School Soccer Fields (the "Agreement"), dated this ____ day of _____, 2012, is by and between the CITY OF HERMISTON, a municipal corporation of the State of Oregon, hereinafter referred to as "City", and the HERMISTON SCHOOL DISTRICT, a public school district of the State of Oregon, hereinafter referred to as "District".

WHEREAS, the District and the City share a common interest in improving the quality of life in Hermiston and making public facilities available for community recreation; and

WHEREAS, the City desires to make certain improvements and utilize portions of the Rocky Heights campus for ongoing community recreation; and

WHEREAS, the District desires to facilitate community recreation and accommodate such improvements that also enhance the educational goals of the District; and

WHEREAS, joint usage and development of facilities ensures better utilization of buildings, athletic facilities, parks and open spaces, and avoids duplication of facilities, thereby saving tax monies;

NOW, THEREFORE, the parties agree as follows:

1. Statement of Purpose. It shall be the policy of the City and District to cooperate in the planning, development, operation and maintenance of the open space on the Rocky Heights Elementary School campus (the "campus") subject to the terms and

conditions hereof. The campus is ideally located adjacent to the City's existing soccer fields at Butte Park, and the District and City have a shared interest in improving soccer fields on the campus and in cooperating to provide for their usage, all as stated herein.

2. Consideration to be Paid by City. In consideration of the rights granted to City herein, City shall pay \$100,000 to the District upon the execution of this Agreement.

3. Rights Granted to City.

a. The City may use a minimum of two, and a maximum of three, soccer fields (the "soccer fields") at the campus in accordance with this Agreement. The City may also, at its sole expense, make improvements to the soccer field areas such as restrooms, shelters, bleachers, score boards, and other amenities that will also enhance the District's use of the campus. However all such improvements must be first approved by the District in writing after full explanation of each project by the City.

b. The City shall be allowed use of these improvements and the soccer fields for community recreation for a period of 33 years. For purposes of this Section "recreation" shall mean athletic endeavors that can reasonably be undertaken without any alterations or damage to the soccer fields that may interfere with their usage for soccer, which is the primary usage. For example, and not by way of limitation, car shows, animal shows, rodeos, music festivals, carnivals, and horse pulling competitions shall not be allowed.

4. District's Construction Activities.

a. The parties recognize that the long term plan of the District is to replace the existing school buildings on the campus. It is recognized that during the demolition and re-construction, the use of the soccer fields will be interfered with. It is also very possible that the permanent location of the open space and athletic fields at the campus

may be changed as a result of these operations. The District reserves the right in its sole discretion to rearrange and re-develop the campus to serve its educational purposes, even if to do so may cause the removal and/or destruction of improvements constructed by the City; though in the event of pending destruction, City shall be given reasonable opportunity to remove its improvements. It is the District's intent that after such re-development there will be a minimum of two, and a maximum of three, soccer fields at the campus for use by the City pursuant to the terms and conditions of this agreement.

b. No approval of, or consultation with, the City shall be required if the District proceeds to re-develop the campus, or to make other improvements or repairs, that may interfere with the City's use of the soccer fields. However, if such activities of the District make the City's use of the soccer fields impractical or impossible, the District shall allow the City to use a minimum of two, and a maximum of three, soccer fields at other District schools where soccer fields are located.

5. Priority of Use. The District shall have the prior right of use over all others, including the City, of the Rocky Heights facilities and the temporary facilities the City may be allowed to use pursuant to this Agreement. The City shall have second priority over any other group that the District may allow to use the facilities.

6. Scheduling and Supervision.

a. The District shall schedule its activities on the campus and allow the City to utilize the soccer fields during unscheduled times for community recreation. The City shall submit written facility use requests to the District not less than thirty days in advance of the requested usage when possible. Each party will provide the other with at least one (1) week notification of any schedule changes, barring unforeseen

circumstances or emergencies. Notwithstanding City's right of priority over third parties in the usage of the soccer fields, City shall not be entitled to "bump" any scheduled third party activities on less than thirty days advanced notice.

b. During City usage, the City shall provide sufficient supervision of community recreation to properly regulate the activities in order to provide for the safety and security of the participants, visitors, and observers as well as the safety of the campus and all of its facilities. The City shall properly provide for any additional impacts created by its usage of the facilities including, but not limited to, garbage, litter, portable restrooms, clean up, and any unique requirements of a given event, so as not to place any additional burden, financial or otherwise, on the District.

7. Maintenance.

a. The District shall maintain the campus for its purposes without consideration for the needs of the City recreational uses. Basic care of the soccer fields by the District for its purposes shall include irrigation, mowing, ordinary turf care, and other routine facility care. Additional care and enhancements for the specific purposes of the City shall be the responsibility of the City at the City's sole expense including, but not limited to, field lining, any specialized turf care for the soccer fields, and setting goal posts. All of City's care, repair, and enhancement activities shall be subject to the reasonable direction of the District.

b. Excluding normal wear and tear, the City shall be responsible at its sole expense for any repair or replacement as a result of damage to any aspect of the Rocky Heights campus caused by any act or omission, whether negligent, intentional, or otherwise, of the City, its officers, agents, employees, guests, invitees or visitors.

c. City shall also be responsible for all turf restoration/repair needed as a result of City usage.

8. Access. The District will provide the City with sufficient keys for the gates that provide access to the soccer fields.

9. District's Use Policies. The City shall observe the policies of the District concerning use of its facilities when using the District's facilities. The District will be responsible for making its policies known to the City.

10. Third Party Beneficiaries. This Agreement is solely for the benefit of the City of Hermiston and the Hermiston School District. No third party beneficiaries are intended, and no third party shall have the right to rely upon or enforce any term hereof for any purpose. This agreement conveys no rights to any other person, individual, or entity.

11. Termination/ Default. This Agreement may be terminated only by mutual consent of both parties or upon material breach of a party. Notwithstanding the foregoing, in the event of breach by a party, the other party shall have such additional rights as may be provided by law or equity.

12. Designated Representatives.

a. The City's representative for purposes of administering this Agreement is the City Manager or his/her designee whose address is c/o City Hall, 180 NE 2nd, Hermiston, Oregon, 97838.

b. The District's representative for purposes of administering this Agreement is the Superintendent or his/her designee whose address is 502 West Standard Ave, Hermiston, Oregon, 97838.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year set forth on the first page hereof.

Robert E. Severson, Mayor

Wade Smith, Interim Superintendent