



PARKS AND RECREATION COMMISSION MEETING

Wednesday, November 20, 2024
Community Auditorium Conference Room
1915 Main Street
(enter from the East side of bldg.)
7:00am

Brad Bafaro, Chair
Joe Offer, Vice Chair

Paul Waterstreet
Aaron Johnson
Mackenzie Johnston Carey
Michelle Beck

Susan Taylor
Glenn VanBlarcom
Shari Exo
Vacancy, Student Advisor
Mike Marshall, Council Liaison

Zoom Webinar:

Link: <https://us06web.zoom.us/j/86184566322?pwd=4lCd2sbVsCqL4yVlvGgDrw74XMu0ri.1>
Meeting ID: 861 8456 6322
Passcode: 701728

PARKS & RECREATION COMMISSION WORK SESSION

A. Call to Order

B. Work Session

1. Memorandum of Understanding - DRAFT

C. Announcement of Next Meeting

1. Wednesday, December 18th at 7:00am in the Community Auditorium Conference Room

D. Adjournment

Americans with Disabilities Act (ADA) Notice: The City of Forest Grove will make reasonable accommodations for participation in the meeting. Requests for assistance can be made by contacting the City Recorder's Office, 503-992-3235, mwoods@forestgrove-or.gov, at least 48-hours in advance of the meeting.

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN CITY OF FOREST GROVE PARKS & RECREATION DEPARTMENT (CITY) AND xx (ORGANIZATION) FOR THE PROVISION OF YOUTH ATHLETICS

This Memorandum of Understanding (MOU) is hereby made and entered into by and between the xx, hereinafter referred to as Organization, and City of Forest Grove Parks & Recreation, hereinafter referred to as City.

PURPOSE

The purpose of this MOU is to identify the partnership agreement between the Organization and the City for the purpose of cooperation, define the roles of each party, and clearly outline the responsibilities for the provision of youth athletics.

PARTNERSHIPS

Partnerships are advantageous collaborations that position both the City as well as participating partner organization(s) to efficiently utilize resources leading to cost effective and efficient service delivery, bridging of markets, reductions in duplication of services and fragmentation of resources, and cooperative capital development and/or improvements.

A condition that must be met for the City to enter into a partnership agreement includes that of reciprocal benefit. To prevent the City from simply becoming a granting body to any organization, the City and its partner identify the value of the mutual contributions brought forth to the agreement and arrangement. There will be equal value and benefit to each organization resulting from any partnership ensuring that the City is receiving fair and just value on behalf of taxpayers in return for any resource investment and commitment.

OBJECTIVE

The Organization and the City share a mutual goal to expand upon the existing framework of cooperation in beneficial programs, projects, and recreational development activities already accomplished and planned by the Organization and the City. This MOU is intended to act as a guide for future cooperation between the parties.

INTRODUCTION

As a Department of the City of Forest Grove, the Parks & Recreation Department is dedicated to the management of athletic facilities owned by the City of Forest Grove for the benefit of the

community. The athletic facilities provide for a variety of uses and activities by many different user groups and individuals.

Recognizing high public demand for diverse recreational opportunities and limited resources, the City looks to establish and formalize mutually beneficial partnerships. The City is interested in providing expanded recreational opportunities, in various locations throughout the City in both existing City owned spaces and partner provided spaces. The City recognizes that high quality experiences and facilities contribute to local and regional economies and quality of life. Through this MOU or subsequent agreements both parties demonstrate their commitment to working collaboratively for the accomplishment of providing mutually beneficial recreational opportunities.

It has been identified that actively promoting public-private partnerships help encourage physical activity and public participation in creating and maintaining recreational opportunities for the community. Both the Organization and the City share the common responsibility and interest of promoting, maintaining, and developing venues for recreation.

In consideration of the above premises, the parties agree as follows:

STATEMENT OF MUTUAL GOALS

The Organization and the City acknowledge the importance of providing high quality public recreation opportunities, therefore through this agreement, the Organization and the City agree to:

- Manage and maintain high quality public recreation facilities and opportunities
- Enhance shared use recreation that reduces conflicts between different user groups
- Provide consistent public education and information of both the Organization and the City, including at meetings, events and in signage
- Drive community involvement and participation by continuing to develop high quality recreational opportunities that are welcoming, accessible, and appeal to the community
- Reduce as many barriers as possible to access recreational opportunities while remaining financially viable

Upon entering this agreement, it is understood and agreed upon by both parties that the City owned athletic facilities are intended to be used jointly by the City, community groups, other non-profit organizations, for profit organizations and private individuals. In planning programs and scheduling activities, the recreational needs and opportunities for school-aged youth and community members residing within the city limits of the City will be the highest priority.

SCHEDULING AND USE

The Parks Maintenance Supervisor of the Parks & Recreation Department shall determine the starting and ending dates that outdoor athletic facilities may be utilized.

The Administrative Specialist of the Parks & Recreation Department shall act as the scheduling coordinator for the athletic facilities upon the commencement of this MOU for athletic related activities during times that are not in conflict with City sponsored use and events.

The City agrees that the priority for use of City owned athletic facilities will be given to City programs but shall have the authority to allocate use of the athletic facilities to all other groups, including programs sponsored by the Organization.

- City usage takes precedence over all other requests.
- Requests for a full season will not be considered or scheduled until at least January 1 for spring season (February 1 – April 30), April 1 for summer season (May 1 – July 31), and July 1 for fall (August 1 – October 31), and October 1 for winter season (November 1 – January 31).
- No outdoor athletic facilities will be available to rent for winter season unless otherwise agreed upon in writing with the Parks Maintenance Supervisor.
- In the event of multiple requests received for the same date and time from organizations other than the City, the Administrative Specialist will have sole responsibility to determine who will be given preference based on order of priority, current schedule and what is best for maintaining the quality of facilities and grounds. Administrative Specialist may seek advice and input from other members of the City as needed.

The City shall utilize the following order of priority when scheduling athletic facilities:

1. City
2. Non-profit organizations
3. Private individuals
4. For profit organizations

Once a reservation is confirmed by the Administrative Specialist no other organization may supersede that reservation whether the organization has a higher priority or not. (i.e., A for profit organization has a reservation confirmed and a non-profit organization wants the same day, time and location. The existing for profit organizations reservation will be honored.)

The Organization shall utilize the City reservation system for all requested reservations unless otherwise agreed upon in writing with the Administrative Specialist.

Reservations are not confirmed until Administrative Specialist authorizes the request.

All rules and guidelines outlined in the reservation agreement and in the cancellation, policy will be enforced (Appendix A).

The Organization, in its policies and practices, shall not discriminate against any person on the basis of race, color, religion, national origin, ability status, age, marital status, sexual orientation, or gender.

As part of the Organizations agreement, the signer shall attest to his/her non-discrimination practices.

FEES AND CHARGES

The City reserves the right to determine the fees that shall be charged for use of City owned athletic facilities. Fees shall be established on a yearly basis and shall take effect on July 1 of each year.

The City shall collect all payments for use of athletic facilities in accordance with terms outlined in the reservation agreement (Appendix A).

The City maintains the right to rescind, suspend and/or deny athletic facility use to the Organization until all debts are paid in full.

Fees for athletic facilities are calculated at a per hour rate.

Lighting is to be scheduled in advance with the Administrative Specialist. Outdoor athletic facilities lighting is charged per hour at the established rate set by Forest Grove Light & Power for electricity.

The City shall utilize the category of "Rentals" with a determined cost recovery range of 85% - 110% as set forth in the Cost Recovery Policy to establish cost recovery targets for each of the listed "Rentals" subcategories:

1. Non-profit organizations 85%
2. Private individuals 100%
3. For profit organizations 110%

No matter what the Organization is classified as (non-profit, private individuals, or for profit) the determined cost recovery should be met

Options:

- Flat annual fee based on past use with set number of hours to be scheduled
 - Hourly fee, pay as you go
 - Annual reconciliation of value of in-kind contributions applied to total rental fees accrued over the same period
 - Other????
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MAINTENANCE

The City Parks Maintenance Division shall be responsible for the general maintenance of the outdoor athletic facilities as follows:

- The City shall endeavor to mow the grass to ensure a playing surface appropriate for recreational athletic use.
- Establish the irrigation schedule and maintain the irrigation system.
- Ensure grass areas are properly fertilized and seeded.
- Schedule grass repairs and provide special attention to field conditions as needed.
- Maintain and repair fencing, dugouts, backstops, spectator areas as needed.

The City Aquatics Division shall be responsible for the general maintenance of the indoor aquatic facilities as follows:

- The City shall endeavor to meet or exceed requirements set forth by:
 - Oregon Health Authority Pool Code and Spa Code
 - Model Aquatic Health Code
 - American Red Cross
 - National Fire Protection Association
 - Environmental Protection Agency.

The Organization shall be responsible for the following type of athletic facility as indicated with a check mark, including all associated costs:

- Diamond field athletics (baseball, softball)
 - Maintain all dirt portions of the fields to ensure that the fields are in playable condition during the spring, summer and fall seasons.
 - Line and drag dirt portions of the fields as needed for use.
 - Provide all equipment necessary for play.
 - Provide all equipment necessary for maintenance as described herein.
- Rectangle field athletics (soccer, lacrosse, football)
 - Line fields as needed for use.
 - Provide all equipment necessary for play.
 - Provide all equipment necessary for maintenance as described herein.
- Aquatic athletics (swimming, water polo)
 - Provide all equipment necessary for play.

Additionally, the Organization shall:

- Cleanup all trash and garbage generated from the use of the athletic facilities.
- Ensure that the athletic facilities and surrounding areas are left clean immediately after each use by the Organization.
- Communicate to users under the agreement that the athletic facilities are to be left free of trash and garbage and will work with the City Parks Maintenance Division to determine a plan for immediate remediation if feasible. Otherwise, the City will apply additional charges to be levied against the Organization for noncompliance.
- Provide the City with an itemized list of equipment, materials, and gear that is proposed to be stored at athletic facilities.
- Be responsible for storing all itemized equipment, materials, and gear in the onsite Organization owned storage spaces. All athletic goals shall be stacked and locked away from and/or removed from the athletic activity space during non-reserved time.
- Remove all Organization and user owned equipment, materials and gear from the athletic facilities after each use unless prior approval is granted. Failure to do so may result in the City removing, storing and/or disposing of the items with the cost for removal, storage and/or disposal being assessed to the Organization.
- Coordinate an annual financial reconciliation meeting with the City and provide reports on contributions made toward City owned athletic facilities maintenance and operations.
- Provide annual proof of tax filing status to the City.

GENERAL PROVISIONS

This document, along with Appendix A: Rental Agreement and Appendix B: City's Insurance Requirements, contains the entire understanding between the parties.

The Organization is not an agent of the City nor is the City an agent of the Organization. Therefore, neither party is responsible or accountable for the actions of the other party.

If, at any point, either party does not insist upon the others' complete performance of this Understanding, then it does not deny them the right to insist upon complete performance in the future.

Both parties agree to:

- Foster a strong and cooperative relationship through regular coordination of plans, budgets, resources, events, and programs and make timely decisions on said matters.
- Hold a regular meeting, at a minimum annually, between the Organization, the City and the Parks & Recreation Commission to discuss matters mutually agreed upon between the City and the Organization.
- Comply with all federal, state, and local laws and regulations.
- Conduct all financial affairs with transparency.
- Document and/or coordinate mutually agreed upon items and share helpful or pertinent information.

TERM OF AGREEMENT

The term of the agreement shall be from July 1, _____ to June 30, _____.

The City and the Organization may propose amendments to this MOU by May 1 of each year.

Any modifications, assignments, alterations, or extensions must be in writing, signed and approved by both parties.

Termination of this MOU by either party shall be by a 3-month written notice. Upon termination all property belonging to the Organization must be removed from the site unless mutually agreed upon in writing.

INSURANCE AND INDEMNIFICATION

The Organization agrees to protect, defend, hold harmless, and indemnify the City, its officers, employees, and agents from any costs, claims, judgments, awards or liability for damages arising out of or in any way resulting from the use, maintenance or operation of City owned athletic facilities when such facilities are being, or have been, used pursuant to an Organization program contemplated by this MOU.

The Organization agrees to provide a Certificate of Insurance to the City with an endorsement demonstrating that the City and its officials, agents, volunteers and employees are named as an additional insured in accordance with the City's Insurance Requirements (**Appendix B**).

The City shall maintain general liability insurance coverage for liabilities normally assumed by the City arising out of the use of its properties, including recreational athletic facilities.

AUTHORITY

The Organization shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the City in any manner whatsoever, except to the extent specified in this MOU or specifically authorized by the City.

The Organization shall have no right or interest in any of the City's property as a result of this MOU.

The Organization shall have no right or authority to sublease the Organizations reservations of athletic facilities to any other agency, individual or organization.

Approved by City on _____

Signature

Signature

Approved by Organization on _____

Signature

Signature