

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into in duplicate this _____ day of _____, 2015 by and between the CITY OF MEDFORD, a municipal corporation of the State of Oregon, hereinafter called "CITY" and MEDFORD SCHOOL DISTRICT 549C, a school district in Jackson County, Oregon, hereinafter called "DISTRICT".

WHEREAS, CITY and DISTRICT are the owners of real property in Jackson County, Oregon, hereinafter termed the "Property", and

WHEREAS, CITY and DISTRICT deem it appropriate to enter into an Intergovernmental Agreement for usage of the Property under the authority granted to the parties by ORS 190.010 to 190.030.

This agreement helps provide recreational and athletic programs for our respective communities by sharing facilities. This Agreement provides for the mutual interest of both Parties with respect to terms and conditions for use of each other's athletic and recreational facilities.

LENGTH OF AGREEMENT

This agreement is valid for approximately one year, beginning upon City Council approval through Dec. 31, 2016, unless terminated or amended in writing. Agreement may be extended if both parties agree.

WITNESSETH

That each Party hereby grants to the other Party the use of the Property as set for the below and as contained in Exhibits A-F:

A. FACILITY MAINTENANCE & MANAGEMENT

The Parties agree to the following field maintenance and property management considerations set forth below:

- 1) The CITY hereby agrees to provide mowing, turf management and irrigation services for the non-fenced, southern section of Jefferson Elementary school park along Kenyon and Garfield streets.
- 2) The CITY agrees to provide exclusive use of the parking lot and driveways adjacent to Howard Elementary and Jackson Elementary during normal school hours, September through June, Mon.-Fri., 7 a.m.-4 p.m.
- 3) The CITY grants the DISTRICT permission to erect a perimeter fence around the Lone Pine School playground on CITY property per location outlined in Exhibit E.
 - a. Ongoing playground, fence maintenance and groundskeeping costs are the responsibility of the DISTRICT.

- b. Fence shall be constructed and maintained to a reasonable standard acceptable to the CITY.
 - c. Playground area must remain unlocked during non-school hours unless the security situation warrants otherwise.
 - d. Playground access may be restricted by the DISTRICT during school hours.
- 4) The CITY grants the DISTRICT permission to maintain a perimeter fence around the Howard Elementary School playground on CITY property per location outlined in Exhibit F.
- a. Ongoing playground, fence maintenance and groundskeeping costs are the responsibility of the DISTRICT.
 - b. Fence shall be constructed and maintained to a reasonable standard acceptable to the CITY.
 - c. Playground area must remain unlocked during non-school hours unless the security situation warrants otherwise.
 - d. Playground access may be restricted by the DISTRICT during school hours.
- 5) The CITY grants the DISTRICT permission to construct and maintain a perimeter fence along the North side of Jackson Elementary School per location outlined in Exhibit G.
- a. Ongoing playground, fence maintenance and groundskeeping costs are the responsibility of the DISTRICT.
 - b. Fence shall be constructed and maintained to a reasonable standard acceptable to the CITY.
 - c. Playground area must remain unlocked during non-school hours unless the security situation warrants otherwise.
 - d. Playground access may be restricted by the DISTRICT during school hours.

C. SPORTS FACILITY USAGE

Each Party hereby grants to the other Party the use of sports facilities as set forth below and as contained in Exhibits A-G:

- 1) The Parties agree to provide recreation facility use to each other for scheduled, approved programs. Except as scheduled, programs that have preference over this Intergovernmental Agreement are identified as follows:
- (a) Programs directly provided by either DISTRICT or affiliated with CITY as specified in Exhibit C;
 - (b) Programs that are directly a function of their governing body (e.g., PTOs, school fundraising groups, Board meetings).
 - (c) Programs not directly funded and operated by the DISTRICT do not receive priority over CITY programs.
- 2) Using Party Agrees to:

- (a) Comply with the facility rules and regulations of the other Party governing use of its facilities. These rules, which may be amended during the life of this agreement, are specified in Exhibit D.
 - (b) Provide written notification to owning Party of all injuries or potential safety hazards during facility use by the using Party. Notify owning Party building management of injuries via fax or e-mail within 24 hours of incident using the owning Party's accident reporting form(s).
 - (c) Comply with all laws, ordinances, rules, and regulations of any public authority, as now or hereafter enacted or amended, as they relate to or affect the Property or the use thereof.
- 3) Using Party agrees to defend, indemnify and hold harmless Owing Party, its officers, agents and employees, from and against any and all liability, including but not limited to claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including but not limited to attorneys' fees for trial and on appeal, and for preparation of the same arising out of the Using Party's, its officers', agents', employees', students', and participants' acts or omissions arising out of or related to the use of Owing Party's facilities, subject to the limits in the Oregon Tort Claims Act.

Provided, however, that Using Party shall not be required to indemnify Owing Party against liability for damages arising out of death or bodily injury to persons or damage to property caused solely by the negligence or criminal acts of Owing Party, its officers, agents, employees, students or participants.

- 4) This agreement may be terminated by either Party by providing at least 180 days written notice of termination to the other Party, or as a result of an uncured default as set forth in paragraph 8, below.
- 5) This agreement may be amended from time to time by the Parties. Such amendments shall be in writing executed by both Parties.
- (a) Unless both Parties otherwise agree in writing, a Party shall submit proposed amendments to the other within 30 days before the suggested change is proposed to take place to enable both parties to review and make a final decision on the proposed amendments.
- 6) Each Party shall obtain at its own expense and maintain continuously in effect during the term of this Agreement the following minimum insurance:
- (a) Commercial general liability insurance on an "occurrence" policy form covering Bodily Injury and Property Damage and blanket contractual liability. Such insurance shall be primary and non-contributory, and provide limits of at least \$1,000,000 per occurrence and a General Aggregate of at least \$2,000,000. Each Party shall name the other Party, its officers, employees and agents as Additional Insured's by endorsement.

(b) Commercial automobile liability insurance for bodily injury and property damage covering vehicles operated by Owner. Such insurance shall provide a combined single limit per accident of at least \$1,000,000.

(c) Workers compensation insurance meeting statutory requirements of Oregon Workers Compensation Law for employees of owning Party, as well as employers liability insurance with limit of at least \$500,000.

The owning Party agrees to have all construction, reconstruction alteration or installation contracts be written to include indemnity and insurance requirements in favor of both the owning Party and using Party during times when one Party is using the other Party's facility(s). Evidence of insurance will be furnished to the using Party prior to their use of the facility(s).

- 7) Owing Party agrees to:
 - (a) Provide response to using Party requests for facility use within five (5) business days of request via phone, fax or e-mail or by other reasonable means of communication.
 - (b) Inform using Party in a timely manner of any circumstances that may negatively impact the user's event such as (but not limited to) parking lot closures or noise issues related to construction projects.
- 8) Failure of using Party to follow the terms or conditions or fulfill any obligation of this Agreement and/or Exhibits A-F may constitute a default of this Agreement.
 - (a) The owning Party will verbally notify those in charge of said facility and provide written notice to the using Party of those violations. The using Party will have thirty (30) days to remedy the violation. During the said thirty (30) day period, DISTRICT liaison to CITY and the CITY's Recreation Superintendent will cooperate to remedy the situation.
 - (b) If the violation is not remedied to the satisfaction of the Owing Party, the Owing Party may declare the Using Party to be in default and immediately terminate the Agreement by sending written notice of such termination to the Using Party by certified mail, return receipt requested. The notice shall be effective 30 days after receipt of the notice of termination.
- 9) If suit, action or arbitration is instituted in connection with any controversy arising out of this Agreement, the prevailing Party shall be entitled to recover, in addition to costs, such sum as the Court may adjudge reasonable as attorneys fees.
- 10) Using Party agrees to repair or reimburse for repair, at the option of the owning Party, any damages to Property except ordinary wear and tear. Each

Party is responsible for reporting any damage immediately via phone to facility staff.

11) Official notices required or permitted under this Agreement shall be addressed as follows:

To DISTRICT: Medford School District 549C
815 S. Oakdale St.
Medford, OR 97501

To CITY: City of Medford
Parks and Recreation Department
701 N. Columbus Ave.
Medford, OR 97501

By _____
Gary H. Wheeler
Mayor

By _____
Brad Earl
Chief Operating Officer

EXHIBIT A

The following are the uses specific to this Agreement.

U.S. CELLULAR COMMUNITY PARK (USCCP)

1) The CITY agrees to provide the DISTRICT priority usage of sports facilities for high school practices and games. The two Parties agree to the following:

- A) **North Medford High Soccer:** U.S. Cellular Community Park Field 6 for practices, 3:30-6:00 p.m., and Field 10 or a multi-sport complex field for games, as needed, during the 2015 OSAA-sanctioned season, and if needed and available in subsequent seasons during the agreement.
- B) **South Medford High Soccer:** Fichtner-Mainwaring soccer field No. 1 for junior varsity games during the 2015 OSAA-sanctioned season, and if needed and if available during subsequent seasons during the agreement. The school is responsible for providing benches, corner flags and field striping. A USCCP soccer field may be used if not needed by North Medford (see above), based on availability.
- C) **North Medford High Tennis:** Five City-owned (northern set) tennis courts on the North Medford High School campus for high school tennis practices and matches during the OSAA sanctioned season.
- D) **Softball and Baseball:** No charge for field usage, if available, for games moved off campus due to inclement weather or unplayable field conditions during the OSAA-sanctioned season. Games must not conflict with CITY events or with other user-group field-use contracts.

2) **Exclusions:**

- A) Harry & David Field (unless coordinated through Medford Rogues).
- B) Access to concessions and storage buildings.
- C) Vending operations and park admission fees are prohibited without prior CITY consent.

SCHOOL FACILITIES

1) **Priority Use:** With the noted exclusions specified below, the DISTRICT agrees to allow the CITY priority use of the following DISTRICT facilities to provide recreational or educational programs. CITY use is superseded only by DISTRICT programs. The two Parties agree to the following:

- A) **McLoughlin Middle School:** CITY use of Black and Gold gymnasiums, restrooms and spectator areas on Wednesdays and Thursdays, 7-10 p.m., during the school year and as needed when school is not in session in accordance with the summer school programs, maintenance, and project schedule. CITY may utilize gym scoreboards and school-owned volleyball poles and nets. CITY will replace volleyball nets that are damaged or degraded with wear and tear.

CITY use of Gold gym, cafeteria seating, restrooms and two classrooms for summertime youth day camp coordinated by Medford Parks and Recreation .

2) **Exclusions:**

- A) Facilities are not available when closed for school events, maintenance, repairs or resurfacing.

PROGRAM GUIDE/INFORMATION DISTRIBUTION

The CITY will be permitted to provide and distribute DISTRICT-approved community recreation informational materials to each school via the automated PeachJar system.

EXHIBIT B

SUPERVISION

The CITY and DISTRICT will assure that the individuals participating in their respective activities follow rules, regulations and expectations of the host entity.

A) CITY Supervision:

- 1) The CITY will include in its staffing formula at least one facility supervisor at each DISTRICT facility utilized. The supervisor(s) will be present during the entire time of use.
- 2) If requested, the facility supervisor is responsible for locking and unlocking doors, enabling or disabling security systems and monitoring facility security.
- 3) The CITY is responsible for leaving participant areas in the same condition as found upon arrival and in accordance with the close out checklist.
- 4) The CITY will be responsible for supervising the behavior of participants controlling access where necessary and for communicating any facility problems to the appropriate representatives.
- 5) The CITY is responsible for damage that may occur as a result of CITY use.
- 6) CITY staff will have cell phones to facilitate communications.

B) DISTRICT Supervision:

- 1) The DISTRICT will include in its staffing formula one supervisor/coach at each of the U.S. Cellular Community Park fields it may utilize. DISTRICT supervisor/coach will be present during the entire time of use.
- 2) The DISTRICT is responsible for leaving fields, team areas and restrooms in the same condition as found upon arrival.
- 3) The DISTRICT will be responsible for supervising the behavior of participants, controlling access where necessary and for communicating any problems to the CITY and DISTRICT representatives.
- 4) The DISTRICT is responsible for damage that may occur as a result of DISTRICT use.
- 5) DISTRICT staff will have cell phones to facilitate communications.

EXHIBIT C

CITY-AFFILIATED PROGRAMS

Youth leagues, clinics and tournaments

Adult sports leagues and tournaments

Summer youth day camps

SCHOOL-AFFILIATED PROGRAMS

High school varsity and junior-varsity teams

EXHIBIT D

Applicable U.S. Cellular Community Park Operational Policies

3. Prohibited Items

The following items are prohibited at U.S. Cellular Community Park facilities:

- a. Any item or substance that may damage, stain or permanently alter facilities, structures or playing surfaces
- b. Sunflower seeds
- c. Chewing gum
- d. Large coolers and ice chests
- e. Soda cans and glass bottles
- f. Animals and pets (except service animals)
- g. Fireworks
- h. Skateboarding and rollerblading
- i. Balloons
- j. Artificial noisemakers, including (but not limited to) megaphones, air horns, bells, whistles, clickers or other items as determined by Parks and Recreation staff
- k. Tobacco products

5. Code of Conduct

For the safety and health of participants, spectators and visitors, unsportsmanlike conduct will not be tolerated and may result in disciplinary action or ejection from the facility. City of Medford employees have the right to ask anyone to leave the park if behavior, language or clothing is deemed unacceptable. Inappropriate behavior includes:

- a. Physically or verbally threatening the well-being of an umpire, competitor, spectator or City of Medford employee
- b. Fighting and/or aggressive behavior
- c. Addressing an umpire, competitor, spectator or City of Medford employee in a disrespectful manner
- d. Use of vulgar language
- e. Endangering actions (e.g. throwing bats or other equipment)
- f. Inappropriate gestures
- g. Intoxication
- h. Vandalism

7. Concessions

Aloha Grill is the sole authorized operator of USCCP concession stands. Additional food and beverage sales are prohibited without prior approval by the City recreation administrator.

9. Equipment/Souvenir Sales and Vending Permits

All vending and commercial sales require pre-approval from Parks and Recreation administration. If approved, a vending permit requires a City of Medford business license.

The City of Medford will retain 15 percent of the gross revenue of any vending operations unless other arrangements are negotiated. Fees may be waived if the renter is affiliated with a non-profit or school organization.

10. Accident Reporting

In the event of an accident or injury, the Tournament or League Director is required to fill out an Accident Report Form and submit it to the City of Medford Parks and Recreation Department as soon as possible.

11. Public Admission Charge

Proposed gate fees must be approved by the City recreation administrator.

12. Facility Clean-Up

The ... person(s) reserving the field(s) will be responsible for clean-up of the field(s), team areas and spectator areas after each game. Trash cans are placed throughout the park for your convenience. If additional trash bags are needed, contact the Facility Supervisor. Cleanliness is judged by Parks and Recreation staff.

15. Banners and Signs

Any signage intended to be affixed to fencing, structures or staked in the ground must be pre-approved by the City recreation administrator. Signs with inappropriate content are subject to removal

Signs may not block the view of the public, cause a distraction or obscure any facility sponsor signage. All signs must be taken down upon conclusion of the rental.

18. Parking

Parking is allowed in designated parking areas only. Overnight parking is prohibited.

19. Amplification

Amplification systems are prohibited.

20. Temporary Structures

Tents, canopies or other temporary structures are permitted in designated areas only. These areas may vary based on the type of event or activity. Check with the City recreation administrator or with the Facility Supervisor for specifics prior to setting up these structures.

21. Footwear/Metal Spikes

Metal spikes are expressly prohibited.

EXHIBIT E

Lone Pine Elementary School

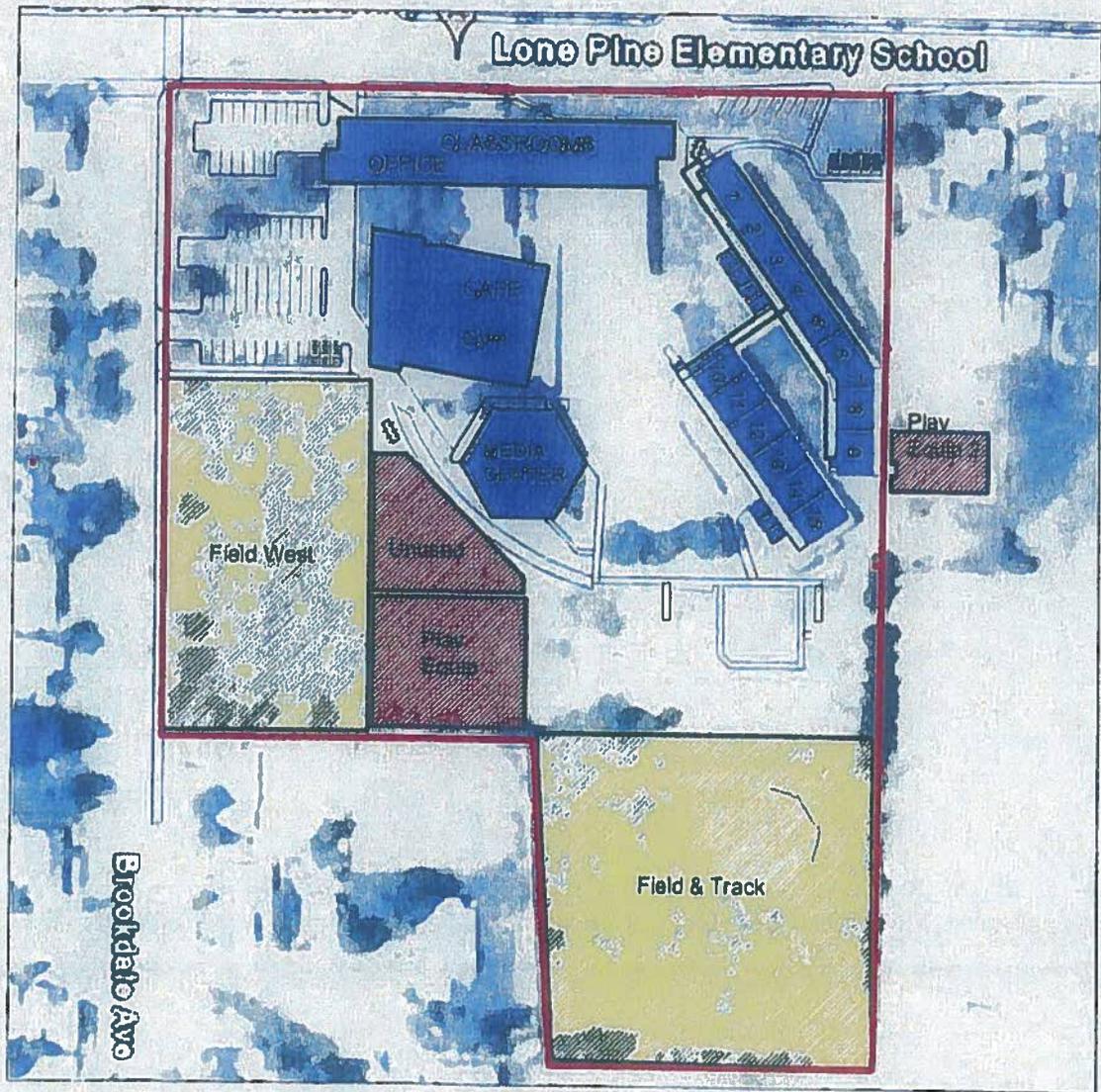


EXHIBIT F

IMAGE RD

MERRIMAN RD

PARKING

ORNAMENTAL GATE

4' MAN GATE

4' MAN GATE

126'-8"
ALTERNATE
10' HIGH FENCE
67'-11"

14'-7"

213'-5"
ALIGN THIS FENCE
BETWEEN RESTROOMS
PARALLEL TO EAST
EXISTING EXISTING
CHAIN LINK FENCE

8' GATE

17'-5"
4' MAN GATE

15' SERVICE GATE

52'-8"

12' SERVICE GATE

11'-7"

CONNECT TO
EXISTING 6' CHAIN
LINK FENCE

INTERSECT WITH
EXISTING 6' CHAIN LINK
FENCE AND WOODEN
FENCE

4' MAN GATE

311'-9"

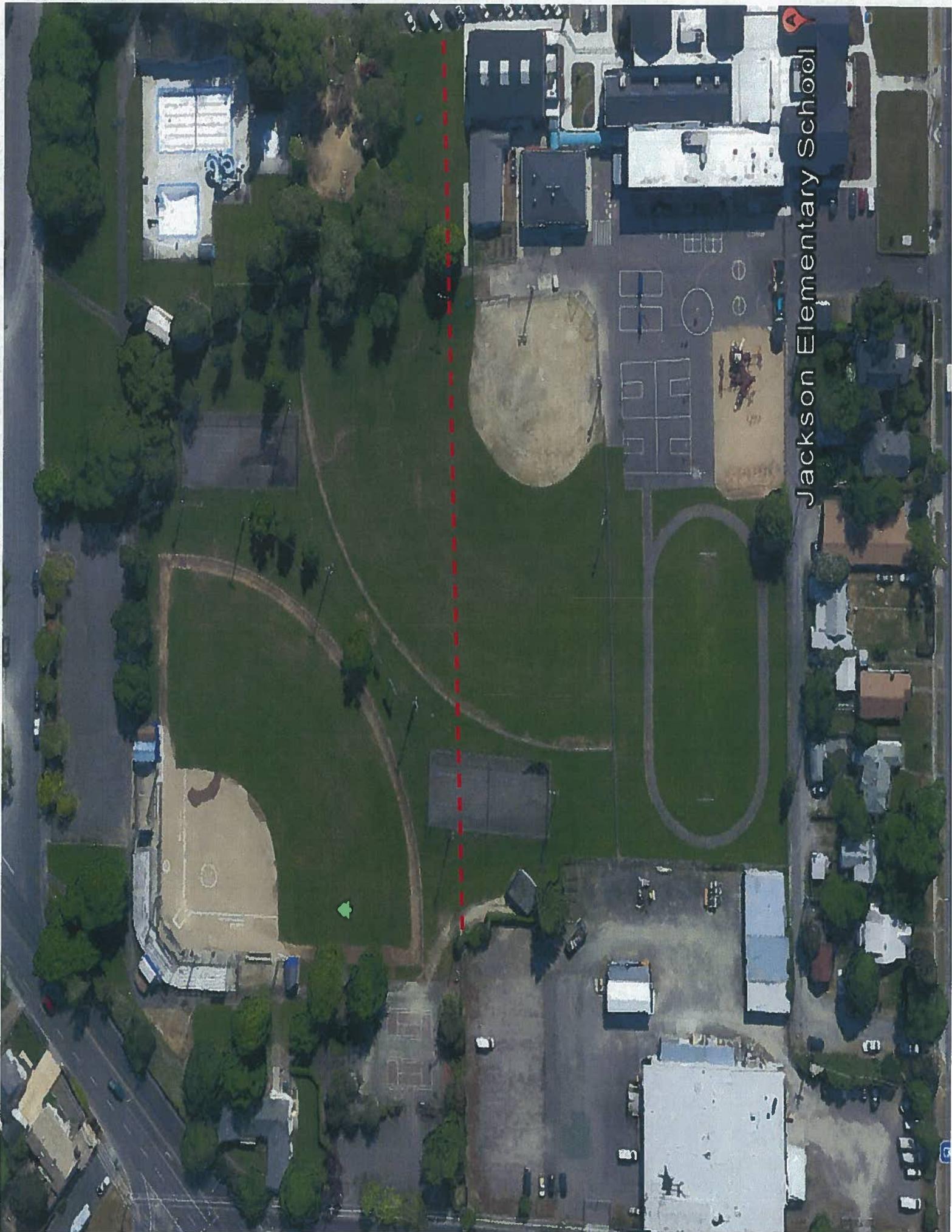
4' MAN GATE

- 6 MAN GATES 4'
- 1 SERVICE GATE 14'
- 1 SERVICE GATE 16'
- 1 SERVICE GATE 8'
- 1 ORNAMENTAL GATE (BY OWNER)

ALL DIMENSIONS ARE APPROXIMATE
CONTRACTOR MUST FIELD VERIFY

HOWARD ELEMENTARY SCHOOL
FENCE PROJECT 2011

DOCS HW 8-10-11



Jackson Elementary School

CERTIFICATE OF COVERAGE

DATE
7/10/2015

AGENT
Brown & Brown Northwest
3256 Hillcrest Park Drive
Medford, OR 97504

www.bbrw.com

NAMED PARTICIPANT
Medford School District 549C
815 S Oakdale Avenue, Rm 214
Medford OR 97501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENT. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY A: Property Casualty Coverage for Education

COMPANY B: National Union Fire Ins Co of Pittsburg PA

COMPANY C:

COMPANY D:

COMPANY E:

COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED PARTICIPANT HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH COVERAGE DOCUMENTS. AGGREGATE LIMITS WHICH ARE SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS, SUITS OR ACTIONS. THE TITLES REFERENCED UNDER TYPE OF COVERAGE ARE INSERTED SOLELY FOR CONVENIENCE OF REFERENCE AND SHALL NOT BE DEEMED IN ANY WAY TO LIMIT OR EFFECT THE PROVISIONS TO WHICH THEY RELATE.

CO LTR	TYPE OF INSURANCE	COVERAGE DOCUMENT NUMBER	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	30P60080-155	7/1/2015	7/1/2016	GENERAL AGGREGATE \$ 20,000,000
	✓ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$ 500,000
	✓ PUBLIC OFFICIALS LIABILITY				
	✓ EMPLOYMENT PRACTICES				
	✓ OCCURRENCE				
A	AUTOMOBILE LIABILITY	30P60080-155	7/1/2015	7/1/2016	GENERAL AGGREGATE \$ 20,000,000
	✓ SCHEDULED AUTOS				EACH OCCURRENCE \$ 500,000
	✓ HIRED AUTOS				
	✓ NON-OWNED AUTOS				
A	AUTO PHYSICAL DAMAGE	30P60080-155	7/1/2015	7/1/2016	SCHEDULED AUTOS PER SCHEDULE
	✓ SCHEDULED AUTOS				HIRED AND NON-OWNED AUTOS \$ 100 Comp/500 Coll
	✓ HIRED AUTOS				
	✓ NON-OWNED AUTOS				
B	EXCESS LIABILITY	30P60080-155	7/1/2015	7/1/2016	GENERAL AGGREGATE \$ 20,000,000
	✓ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE \$ 9,500,000
	✓ PUBLIC OFFICIALS LIABILITY				
	✓ EMPLOYMENT PRACTICES				
	✓ AUTO LIABILITY				
	PROPERTY				

DESCRIPTION
Operations of the insured

CERTIFICATE TYPE EVIDENCE OF INSURANCE CERTIFICATE ADDITIONAL PARTICIPANT CERTIFICATE

CERTIFICATE HOLDER

CANCELLATION

City of Medford
Parks & Recreation Dept
701 N Columbus
Medford OR 97501

SHOULD ANY OF THE COVERAGE DOCUMENTS HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PACE WILL ENDEAVOR TO MAIL WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Sandy L. Orr *Sandra L. Orr*

CERTIFICATE ATTACHMENT

DATE ISSUED
7/10/2015

NAMED INSURED:

Medford School District 549C
815 S Oakdale Avenue, Rm 214
Medford OR 97501

When required by an insured contract

City of Medford
Parks & Recreation Dept
701 N Columbus
Medford OR 97501

is additional participant in respects to
Operations of the insured

but only with respect to negligence claims for bodily injury, property damage or personal injury where the named participant is deemed to have liability. In no event shall coverage extend to any party for any claim, suit or action, however or whenever asserted, arising out of the certificate holders sole negligence or for any claim, suit or action which occurs prior to the execution of the contract or agreement. Professional Liability for specific work experience and clinical students included in liability coverage.