

AGENDA
CITY OF BROOKINGS
PARKS AND RECREATION COMMISSION
Council Chamber – 898 Elk Drive
March 23, 2023 – 7 pm

- I. CALL TO ORDER – PLEDGE OF ALLEGIANCE**
Introduction of new Commissioner Ryan Reneau

- II. ROLL CALL**

- III. APPROVAL OF MINUTES**
Minutes of February 16, 2023

- IV. PUBLIC APPEARANCES**

- V. COMMISSION BUSINESS**
 - A. Election of Vice Chair

- VI. REGULAR AGENDA**
 - A. South Coast Community Aquatics (SCCA) Pool Management Proposal
 - B. Parks Capital Improvement Plan

- VII. INFORMATION UPDATES/DISCUSSION ITEMS**

- VIII. COMMISSIONER REPORTS/COMMENTS**

- IX. ADJOURNMENT**

MINUTES
BROOKINGS PARKS AND RECREATION COMMISSION
February 16, 2023

CALL TO ORDER

Commissioner Mike Worthey called the meeting to order at 7:00 pm followed by the Pledge of Allegiance. Jay Trost introduced new Commissioner Dan Brattain.

ROLL CALL –

Present: Commissioners Jaime Armstrong, Dan Brattain, Steve Kerr, Mike Worthey

Absent: Zeus Zamora

Also present: Deputy PWDS Director Jay Trost

Audience: 1

APPROVAL OF MINUTES

Motion made by Commissioner Armstrong to approve the minutes of November 17, 2022; motion seconded and Commission voted; the motion carried unanimously.

PUBLIC APPEARANCES – Kennette Babb, 19241 Highnoon, Brookings updated the Commission on local Pickleball activities and the number of people participating in the area.

COMMISSION BUSINESS –

A. Election of Chair and Vice Chair – Steve Kerr nominated as Commission Chair. **Motion made by Commissioner Worthey to appoint Steve Kerr as Commission Chair; motion seconded and Commission voted; the motion carried unanimously.** Zeus Zamora nominated as Commission Vice Chair. **Motion made by Commissioner Worthey to appoint Zeus Zamora as Commission Vice Chair; motion seconded and Commission voted; the motion carried unanimously.**

B. 2022 Year in Review – Jay Trost presented the yearly review report. Chair Kerr asked if lighting in Kidtown parking area was in the plans to improve, Jay advised it had not been discussed but would review.

REGULAR AGENDA – None

INFORMATION UPDATES/DISCUSSION ITEMS

A. Stout Park Tree Maintenance – a tree arborist has identified 13 hazard trees in Stout Park, many of them which were previously topped and now pose a danger of falling. Staff examining removing those trees, which will allow for the current undergrowth trees to thrive and and replacing with new trees. Timing and process of removal is being determined.

B. 2023 Park Improvement Projects – 2023 projects include the resurfacing and repainting of the tennis and Pickleball courts and the Kidtown Rebuild Project. Focus to maintain and improve the existing park areas we have.

COMMISSIONER REPORTS/COMMENTS – Jay announced this is his last Parks & Rec Commission meeting, he is moving on as a County Commissioner. Tony Baron will be returning as Parks Director.

ADJOURNMENT

Next meeting scheduled for March 23, 2023. With no further business, meeting adjourned at 7:40 pm.

Respectfully submitted,

Steve Kerr, Chair
(Approved at March 23, 2023 meeting)

CITY OF BROOKINGS
PARKS & RECREATION COMMISSION
AGENDA REPORT

Meeting Date: March 23, 2023

Signature (submitted by)

Originating Dept: PWDS

Department Director Approval

Subject:

South Coast Community Aquatics (SCCA) Pool Management Proposal

Recommended Motion:

Recommend City Council consider entering into an agreement with South Coast Community Aquatics to assist the City of Brookings in the management of the municipal pool for the 2023 season.

Financial Impact:

No direct cost

Background/Discussion:

The staff has met with the SCCA board of directors to negotiate a management agreement that would mutually benefit the city and the community by providing a future management structure that would require fewer city resources in staffing and establishing a schedule that would seasonally open the pool earlier and close later.

The agreement would be for 1 year with the option to renew once SCCA has had a chance to review the first-year financials.

Attachment:

- a. Draft SCCA Agreement

AGREEMENT TO ASSIST
with OPERATIONS and
MANAGEMENT of the
CITY of BROOKINGS MUNICIPAL
SWIMMING POOL

THIS AGREEMENT is made and entered into this March ____, 2023, ("Effective Date") by and between the City of Brookings, whose address for any formal notice is 898 Elk Drive, Brookings, OR 97415 and South Coast Community Aquatics, whose address for any formal notice is 509 Hemlock Street, Brookings, OR 97415, collectively referred to as the "Parties".

RECITALS

- A. The City of Brookings, Oregon ("Brookings") owns, operates, and manages the Municipal Pool located at 1130 Ransom Ave., Brookings, Oregon ("Pool") for the public benefit; and
- B. South Coast Community Aquatics is an Oregon Nonprofit Corporation ("SCCA"), whose mission is to support Brookings in promoting, operating and managing the Pool. In 2023, this Agreement is intended to allow SCCA the opportunity to gather information, which may allow it to obtain future funding and to take over future Pool operation and management.
- C. At the end of the 2023 Pool Season, Brookings and the SCCA will determine whether the performance of this Agreement has been beneficial to the Parties. If the Parties agree that it has been beneficial, the Parties will consider extending this Agreement with the SCCA assuming greater oversight of the Pool and obtaining private funding for support of the Pool.

NOW THEREFORE, Brookings and SCCA agree as follows:

1. DEFINITIONS

1.1 "Pool Manager" is a Brookings employee and a SCCA Board Director, who will manage the Pool and who will be the liaison between Brookings and SCCA in performing this Agreement. Appendix A sets forth the duties and responsibilities of the Pool Manager.

1.2 "Operation Fee" is the monthly fee Brookings will provide to SCCA to cover expenses to perform it Duties and Responsibilities. Appendix C sets forth the purpose and amount of this fee.

2. TERM

2.1 The Initial Term of this Agreement will be for One (1) year commencing on March ____, 2023 (the "Commencement Date") and ending March ____, 2024. Thereafter, this Agreement will be extended by written agreement only.

2.2 Either party may terminate this Agreement for good cause by providing the other party with formal written notice not less than Sixty (60) calendar days prior to termination.

2.3 Either party may terminate this Agreement for a material breach by the other party if the other party fails to correct the breach within thirty (30) calendar days after receiving written notice of the breach. In the event of a breach by Brookings for nonpayment of SCCA's invoices, SCCA may terminate this Agreement if Brookings fails to make outstanding payments on non-contested amounts within ten (10) calendar days after receiving written notice of the breach.

2.4 Upon notice of termination by Brookings, SCCA shall assist Brookings in assuming operation of the Pool.

3. SCCA RESPONSIBILITIES

- 3.1 SCCA shall perform the services set forth in Appendix B and communicate with Brookings through the Pool Manager.
- 3.2 SCCA shall perform the services with the degree of skill and diligence as directed by Brookings.

4. BROOKINGS RESPONSIBILITIES

- 4.1 Brookings shall perform the services set forth in Appendix C and communicate with the SCCA through the Pool Manager.
- 4.2 Brookings will pay for all Capital Expenditures to operate the Pool. Any loss, damage or injury resulting from Brookings' failure to provide Capital Expenditures and/or funds when reasonably requested by SCCA shall be the sole responsibility of Brookings.
- 4.3 Brookings shall maintain the Pool, land, buildings, facilities, easements, licenses, structures, rights-of-way, and equipment presently or subsequently acquired by Brookings, all of which will remain the exclusive property of Brookings, unless specifically obtained by SCCA and otherwise agreed upon in writing by the Parties.
- 4.4 Brookings will provide all insurance to maintain and operate the Pool. This includes but is not limited to vehicle, equipment, general liability, and worker's compensation insurance.

5. COSIDERATION FOR SCCA ASSISTANCE AND MANAGEMENT OF THE POOL IN 2023

In 2023, SCCA is only receiving reimbursement for operational costs, as set forth in Appendix D. This Operational Fee is reimbursement for expenditures necessary to perform this Agreement. It is equivalent to the amount Brookings paid its Parks and Recreation's Pool Director in previous years. Consideration for this Agreement is SCCA's efforts in gathering financial and management information to aid and assist Brookings in with future funding and with greater Pool management oversight.

6. INDEMNITY AND LIABILITY

- 6.1 In 2023, SCCA is only acquiring information about the operations, administration, and management of the Pool. Accordingly, Brookings will indemnify, hold harmless and defend SCCA from any claim which may arise from or is related to this Agreement.
- 6.2 In no event will SCCA, its subcontractors, officers or employees be liable for Brookings' incidental, special, indirect, or consequential damages, whether such liability arises from breach of contract or warranty, tort-including negligence, strict or statutory liability, or any other cause of action.
- 6.3 SCCA's responsibility is to operate the facility in compliance with current laws and regulations as directed by Brookings. SCCA is not assuming or accepting assignment of any duties or responsibilities that cannot be assumed or assigned by a nongovernmental agency.

7. FINES AND CIVIL PENALTIES

SCCA will not be liable for fines or civil penalties which result from violations that arise from or are related to Brookings operations and management of the Pool.

8. INSURANCE

SCCA shall maintain Errors and Omissions coverage for its Board members. All other insurance to operate and maintain the pool will be provided by Brookings.

9. UNFORESEEN CIRCUMSTANCE

9.1 Neither party will be liable to the other for damages, delays, or failure to perform its obligations under this Agreement, if such failure is due to any Unforeseen Circumstance beyond its reasonable control. The party invoking this clause shall notify the other party immediately by verbal communication and then in writing regarding the nature and extent of the Unforeseen Circumstance within ten (10) business days *after* its occurrence, and the Parties shall take reasonable measures to mitigate any impact from an Unforeseen Circumstance.

9.2 In the case of an Unforeseen Circumstance, Brookings agrees to pay any costs incurred by SCCA in connection with such Unforeseen Circumstance.

10. ACCESS TO FACILITIES AND PROPERTIES

10.1 Brookings will provide SCCA 24-hour per day access to the Pool and its personnel to perform this Agreement.

10.2 Brookings will provide SCCA with complete access to purchasing records, Pool systems' data, Pool related financial and accounting records, Pool employee records, policies, instructional manuals, and any other information which relates to the operation, management and administration of the Pool.

11. CHANGES

Brookings and SCCA, from time to time, may make changes to this Agreement or to any of the services performed under this Agreement. The Parties must mutually agree upon all changes. Changes must be in writing in the form of a change order, modification or amendment to the Agreement executed by both Parties.

12. NO THIRD-PARTY BENEFICIARIES

This Agreement gives no right or benefit to anyone other than Brookings and SCCA and has no third-party beneficiaries.

13. JURISDICTION

This Agreement will be governed by and interpreted in accordance with the laws of the State of Oregon.

14. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions will not be impaired thereby.

15. AUTHORITY

Both Parties represent and warrant to each other that the execution, delivery, and performance of this Agreement have been duly authorized by the responsible parties thereof.

NOTICE

Whenever either party desires to give notice to the other, the notice must be in writing. Notices may be sent certified mail, return receipt requested to the addresses in the introductory paragraph of this Agreement or via email to the following email addresses with written confirmation of receipt.

SCCA: _____

Brookings City Manager: _____

Notice will be deemed given upon receipt by any method of delivery authorized in this provision.

16. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination will survive the termination of this Agreement, will remain in full force and effect unless and until the terms or conditions are completed, and will *be* fully enforceable by either party.

17. CAPTIONS AND HEADINGS

The captions and headings of the paragraphs and sections are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

18. ENTIRE AGREEMENT

This Agreement, together with all Appendices attached hereto, contains all representations and the entire understanding between the Parties with respect to the subject matter of this Agreement. This Agreement and its Appendices replace any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement. The Parties mutually declare there are no oral understandings or promises not contained in the Agreement, which contains the complete, integrated, and final agreement between the Parties.

The following Appendices are hereby made a part of this Agreement:

Appendix A

Appendix B Pool Manager
SCCA Duties and Responsibilities

Appendix C Brookings Duties and Responsibilities

Appendix D Operation Fee

IN WITNESSETH WHEREOF, the Parties execute below:

South Coast Community Aquatics.

The City of Brookings

Name: _____
Title: _____
Date: _____

Name: _____
Title : _____
Date: _____

CITY OF BROOKINGS
PARKS & RECREATION COMMISSION
AGENDA REPORT

Meeting Date: March 23, 2023

Originating Dept: PWDS

Signature (submitted by)

Department Director Approval

Subject: Parks Capital Improvement Plan

Recommended Motion:

Recommend City Council consider funding the projects listed on the Parks Capital Improvement Plan for fiscal year 2023-24.

Financial Impact:

See attached

Background/Discussion:

Park projects are identified for the upcoming fiscal year prior to the beginning of Budget Committee Meetings. Staff presents the list of projects to the Parks and Recreation Commission for approval and recommendation to Council.

The List of projects is a work in progress, beginning with priority projects identified in the Parks Master Plan as well as the addition of projects developed by staff as requested by Council and the Commission.

Attachment(s):

- a. Parks Capital Improvement Plan projects list for fiscal year 2023-24

