

**Sunset Empire Park & Recreation District: Board Meeting Agenda**  
**Wednesday, September 6, 2023, 5:15pm**  
**Bob Chisholm Community Center, 1225 Avenue A, Seaside, OR 97138**

The SEPRD Board will meet in person. For those that do not prefer to attend in person, the Board will accept written public comment to [info@sunsetempire.com](mailto:info@sunsetempire.com). The Board Meeting will be available via the District's YouTube page at: <https://youtu.be/AbmFwDqsYuc>

1. Call to Order
2. Pledge of Allegiance
3. Declaration of Potential Conflict of Interest
4. Public Comment
5. New Business
  - A. Review of Fire Suppression System Proposals for SRC
6. Old Business
  - A. Broadway Field Update
    1. IGA (Completed)
    2. Termination of Existing IGA
7. Executive Session: *Board of Directors will go to Executive Session for the purpose of "review and evaluate the employment related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing" pursuant to ORS 192.660 (1)(i).*
8. Board Comment
9. Adjournment

Accessibility: This meeting is handicapped accessible.  
Please let us know at 503-738- 3311 x 0,  
if you will need any special accommodation to participate in this meeting.

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**ORS 192.670** requires public bodies to provide members of the general public an opportunity to access and attend the meeting via virtual means and provide an opportunity for oral testimony to be provided via technology. For SEPRD, individuals that would like to offer public comment virtually can do so by accessing the meeting using the Zoom information here:

**SEPRD is inviting you to a scheduled Zoom meeting.**

Topic: SEPRD Board Meeting (Special Sept. Mtg)

Time: Sep 6, 2023 05:15 PM Pacific Time (US and Canada)

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/85131730654?pwd=K1FUOTZjMjQ0TWpMQmhhNms4KzJVQT09>

**Meeting ID:** 851 3173 0654



**Passcode:** 324687

One tap mobile

+16694449171,,85131730654#,,,,\*324687# US

Meeting ID: 851 3173 0654

Passcode: 324687

Find your local number: <https://us02web.zoom.us/j/k2FFdkrLu>

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN SEASIDE SCHOOL DISTRICT #10 AND  
SUNSET EMPIRE PARK & RECREATION DISTRICT FOR  
BROADWAY PARK MANAGEMENT**

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the SEASIDE SCHOOL DISTRICT #10 (the “District”) AND SUNSET EMPIRE PARK & RECREATION DISTRICT (“SEPRD”) pursuant to ORS 190.010 and shall be effective upon signing by both parties hereto [{"Effective Date"}]. For purposes of this Agreement the District and SEPRD are each a “Party,” and collectively, the “Parties.”

**RECITALS**

- A. By the authority granted in ORS 190.010, units of local government may enter into agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
- B. SEPRD is a park and recreation district organized under ORS chapter 266 for the purpose of providing parks and recreational opportunities to the citizens of Seaside.
- C. The Parties each have an interest in operating Broadway Park Complex (the “Complex”), which contains playing fields for softball, football, baseball and soccer, and the Herche Family Training Facility (“HFTF”). The Complex is depicted in Exhibit A to this Agreement, attached hereto and incorporated herein by this reference. The land on which the Complex is located is owned partially by SEPRD and partially by the City of Seaside (“the City”).
- D. The Parties also have an interest in the operation of additional property outside of the Complex, including the Sunset Recreation Center Locker Rooms, and parking near (i) both the Sunset Recreation Center and the Seaside Skate Park (“Skate Parking Lot”) and (ii) the northwest corner of the Complex near the dog park (the “Northwest Parking Lot”) [the “Additional Facilities”].
- E. The District, SEPRD, and the City currently have an intergovernmental agreement for the management of the Complex dated July 10, 2012 (the “Existing IGA”). It is the intention of the Parties and the City that the Existing IGA will be terminated upon execution of this Agreement.
- F. The City and the District have entered into a Ground Lease for Broadway Field effective as of May 17th, 2023 whereby the City will lease portions of the Complex to the District (the “Lease”), making the City’s participation in the IGA unnecessary. Leased portions are shown in Exhibit B to this Agreement, which is attached hereto and incorporated herein by this reference.

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G. SEPRD and the District wish to enter into a new intergovernmental agreement for, among other things, clarification of the maintenance, construction, and management responsibilities as they relate to the Complex and the Additional Facilities.

## AGREEMENT

The Parties agree as follows:

### Section 1

#### SEPRD RESPONSIBILITIES

##### 1.1 Regular Maintenance.

(a) SEPRD will perform the regular maintenance tasks on the schedule in Exhibit C to this Agreement, which is attached hereto and incorporated herein by this reference. Additionally, SEPRD will perform general upkeep and grounds care and repair and replace items within the Complex and the Additional Facilities provided that such repair and replacement does not exceed \$5,000 in one budget year.

(b) If maintenance activities are required outside of the schedule in Exhibit C, the District may request that SEPRD perform such activities using the Work Order Request Form provided by SEPRD.

(c) SEPRD will keep a written record of the maintenance activities it performs under this Section 1.1 and the amount of time spent on each activity and will provide a copy of written record to the District on a quarterly basis.

(d) When performing field maintenance, SEPRD will follow the applicable turf manufacturer's maintenance specifications.

1.2 Major Maintenance. By separate agreement of the Parties, SEPRD will perform Major Maintenance to the Complex and the Additional Facilities. For purposes of this Agreement, Major Maintenance means any maintenance, repair, or replacement that (a) is not already addressed under this Agreement and (b) exceeds \$5,000 per occurrence.

##### 1.3 Setup, Cleanup, and Security.

(a) SEPRD will be solely responsible for all non-District events and "open play" times taking place at the Complex or Additional Facilities, including but not limited to setup, cleanup, and event security.

(b) SEPRD will be responsible for adding enhanced security measures at the Complex and the Additional Facilities, including installing security cameras and for monitoring such cameras.

1.4 Scheduling.

(a) SEPRD will be responsible for scheduling all events taking place at the Complex and the Additional Facilities, and for collecting any user fees for scheduled events.

(b) When scheduling events, SEPRD will balance the needs of the District and the larger community; however, SEPRD will schedule events according to the following order of priority:

- (i) District use in connection with the District's sports programs.
- (ii) SEPRD use.
- (iii) Youth non-profit use.
- (iv) General community use.

(c) The Parties have developed a scheduling model intended to maintain a distribution of time for use of the Complex and Additional Facilities. The scheduling model is attached hereto as Exhibit D and incorporated herein by this reference. Material changes to the distribution of scheduling time must be approved in writing by both Parties.

1.5 Vendors and Concessions.

(a) SEPRD will maintain the concession stands, including but not limited to collecting revenue, at the HFTC and any other concession stands that the Parties may approve under Section 4.6.

(b) SEPRD will require that all concession stand revenue be split between the operator of the concession stand for a particular event and SEPRD as follows: 75% operator, 25% SEPRD. SEPRD will keep its portion of the concession stand revenues in a separate account to be used to offset any expenses it incurs to maintain and manage the concession stands. SEPRD will provide quarterly reports to the District that track concession stand revenues and expenses.

(c) Sale or service of alcohol shall not be permitted at concession stands.

1.6 Operation Manual. SEPRD will oversee the development of an operational manual to be used by SEPRD and the District, regarding community use, fees, maintenance, and operation of the Complex and the Additional Facilities. The District The manual will comply with the terms of this Agreement and is subject to final approval by the District.

1.7 Standard of Service. In addition to any other standards that may be specified under this Agreement, including but not limited to following turf manufacturer maintenance specifications as required under Section 1.1(d), SEPRD will perform its obligations under this

Section 1 in accordance with standards equal or better to those adhered to by others furnishing similar services in Clatsop County.

## Section 2

### DISTRICT RESPONSIBILITIES

#### 2.1 Maintenance.

(a) The District will empty trash receptacles at the Complex after varsity football games. All other regular maintenance is SEPRD's responsibility as set forth in Section 1.1 of this Agreement.

(b) If regular maintenance activities are needed outside of the schedule set forth in Exhibit C, the District will submit a Work Order Request Form to SEPRD requesting that SEPRD perform the activity.

2.2 Setup, Cleanup, and Security. The District will be responsible for District events taking place at the Complex, including but not limited to setup, cleanup, and event security.

2.3 Scheduling. The District will provide a written schedule for its anticipated use of the Complex and the Additional Facilities no later than August 1, November 1, and February 1 of each year. Any changes to the District's anticipated written schedule must be approved in writing by SEPRD. Any times reserved by District but not used by District will be made available to SEPRD.

## Section 3

### COMMUNICATION

#### 3.1 Regular Meetings.

(a) The Parties agree to hold meetings at least once per quarter to discuss any issues arising under this Agreement, including but not limited to the following:

- (i) Items requiring the Parties' mutual approval.
- (ii) Issues regarding the quality or frequency of services provided under Section 1 of this Agreement.
- (iii) Budget proposals as described in Section 8.2 of this Agreement.
- (iv) Modifications to this Agreement.

(b) Attendees will include the District's Superintendent, SEPRD's Executive Director, a maintenance staff member from the District, and a maintenance staff member from SEPRD. The Parties will also invite a representative from Seaside Kids, Inc., to attend the meetings and provide input as requested by the Parties.

## Section 4

### USE AND ACCESS

4.1 **Public Access.** The Parties will provide public access to the Complex during standard peak hours when the Complex is not in use by the District or SEPRD, provided, however, that the public may be excluded from the following facilities located at the Complex: sheds, storage facilities, baseball/softball crow's nest structure, equipment storage facilities, concession facilities, and any part of the Complex that is under construction.

4.2 **Permitted Use.** The Parties will use the Complex in accordance with all Laws and solely for recreational and parks-related purposes as described in this Agreement. **Furthermore,** ~~i~~n its performance of this Agreement, SEPRD will not use, occupy, or permit any part of the Complex to be used or occupied for any unlawful, illegal, or ~~unreasonably-extra~~ hazardous ~~business use, manner~~ or purpose, or in such a manner as to constitute a nuisance of any kind (public or private), or for any purpose or in any way in violation of any Laws or which may make void or voidable any insurance then in force on the Complex. For purposes of this Agreement, "Laws" means ~~any~~-present or future applicable law, statute, ordinance, regulation (including zoning regulations), code, building code, judgment, injunction, arbitration award, order, rule, directive, common law, codes, and ordinances of any governmental authorities, easement, covenant, restriction, or other agreement of record affecting the Complex or the Additional Facilities.

**Commented [CLT1]:** We understand that the original language to this provision is acceptable given that it flows down from the Lease.

4.3 **Scheduled Events.** Programs or events that are not scheduled through SEPRD will not be permitted at the Complex or the Additional Facilities.

4.4 **Pets.** Except for service animals, no pets will be allowed at the Complex or the Additional Facilities.

4.5 **Parking.** SEPRD will allocate parking space and accessibility in the Northwest Parking Lot for peak events during the District's softball season. Unless otherwise mutually agreed by the Parties, all other parking use, including parking in the Skate Parking Lot and the Northwest Parking Lot, will be available for general public access on a first-come, first-served basis.

4.6 **Concessions and Vendors.** Concession stands and vendor activities within the Complex are not permitted unless approved by both Parties. The Parties will mutually agree upon a concession and vendor schedule for the Complex.

4.7 **Signs.** The Parties will develop and post signs at the Complex that set forth the rules for the public's use of the Complex. All signs must be approved by both Parties.

**SECTION 5**  
**CONSTRUCTION**

**5.1 Current Construction.**

(a) The District is overseeing the construction of the projects set forth in Section 5.1(b) below at the Complex (the "Current Projects"), including retaining a designer (as needed) and contractor. The District is responsible for all costs associated with the design and construction of the Current Projects.

(b) The Current Projects are as follows:

(i) Relocation of the HFTF.

(ii) Relocation of the softball field, including construction of dugouts, lights, fencing, backstops, and netting.

(c) Notwithstanding anything to the contrary in this Agreement, SEPRD's Activities (as defined in Section 12 below) at the Complex and the Additional Facilities, including but not limited to regular maintenance and scheduling of events, will not interfere with the Current Projects. SEPRD must provide notice to and receive approval from the District before conducting any Activities within the construction sites of the Current Projects.

**5.2 Future Construction.**

(a) The Parties anticipate the design and construction of the following construction projects at the Complex and the Additional Facilities (the "Future Projects"):

(i) Sunset Recreation Center Locker Rooms

(ii) Broadway Field Returfing Project

(iii) Sunny Hunt Community Garden Relocation

(b) The Parties will address their respective rights and responsibilities for the Future Projects identified in Section 5.2 (i) and (ii) in greater detail under separate IGAs (to be negotiated between the Parties before the procurement of any design or construction contract). For purposes of this Agreement the Parties agree to the following general terms regarding the Future Projects:

(i) Sunset Recreation Center Locker Rooms. The District will be responsible for retaining a designer and contractor for the construction of the Sunset Recreation Center Locker Rooms. The District agrees to work with SEPRD to reach a mutually agreed-upon design and scope of work for the Sunset Recreation Center Locker Rooms. The design will support the needs of the District and SEPRD's mission. The District will be responsible for all costs



associated with the design and construction, provided that such costs are within the mutually agreed-upon design scope and scope of work.

(ii) Broadway Field Returfing Project. The District will be responsible for retaining a designer (if needed) and contractor to returf Broadway Field. The Parties will share all associated costs equally.

(iii) Sunny Hunt Community Garden. The District will be responsible for retaining a designer (if needed) and contractor to relocate the Sunny Hunt Community Garden, including all associated costs. The District will relocate the Sunny Hunt Community Garden to a location mutually agreed upon by the District, SEPRD, and the City.

(c) Notwithstanding anything to the contrary in this Agreement, SEPRD's Activities at the Complex and the Additional Facilities, including but not limited to regular maintenance and scheduling of events, will not interfere with the Future Projects. SEPRD must provide notice to and receive approval from the District, before conducting any Activities within the construction site of any Future Project once construction on the Future Project has commenced.

**Section 6**

**OTHER SHARED COSTS AND RESPONSIBILITIES**

6.1 Major Maintenance. The Parties will share the costs of Major Maintenance as provided by separate written agreement between the Parties.

6.2 Equipment.

(a) The equipment located at the Complex and described in the table below (the "Equipment") is considered necessary or beneficial to the operation of the Complex. If repair or replacement of any Equipment becomes necessary, the Parties will share costs of repair or replacement as set forth in the table below.

EQUIPMENT	PRIMARY RESPONSIBLE PARTY FOR COST	% RESPONSIBLE	SECONDARY RESPONSIBLE PARTY FOR COST	% RESPONSIBLE
Broadway Field Lights	THE DISTRICT	75%	SEPRD	25%
Perimeter Netting	THE DISTRICT	50%	SEPRD	50%
Bleachers	THE DISTRICT	100%	N/A	0%
<i>Bleachers are currently owned by the City.</i>				

Perimeter Fencing & Walkway	SEPRD	50%	THE DISTRICT	50%
Baseball/ Softball Equipment (Items)	THE DISTRICT	75%	SEPRD	25%
<i>Including: Bases, Mound, Pitching Rubber, Home Plate, Batter's Boxes, Foul Poles, Dugouts, Backstops, Netting</i>				
Baseball/ Softball Fencing (Outfield)	THE DISTRICT	75%	SEPRD	25%
Football Equipment (Items)	THE DISTRICT	100%	SEPRD	0%
<i>Including: Goalposts, football sleds, blocking cage, pylons, yardage markers</i>				
Soccer Equipment (Items)	THE DISTRICT	75%	SEPRD	25%
<i>Including: Large, medium &amp; small goals, corner flags, netting on East end of field</i>				
HFTF Items	SEPRD	50%	THE DISTRICT	50%
Press Boxes	THE DISTRICT	75%	SEPRD	25%
<i>Including: Softball, Baseball, Soccer/Football Press Boxes</i>				
Scoreboards	SEPRD	50%	THE DISTRICT	50%
<i>Including: Softball, Baseball, Soccer/Football Press Boxes</i>				
Turf Maintenance Equipment	SEPRD	75%	THE DISTRICT	25%
STORAGE FACILITIES	SEPRD	See Section 6.2(b)	THE DISTRICT	See Section 6.2(b)

(b) Costs for repair or replacement of any storage facilities will be the responsibility of the Party storing the majority of the Equipment in the storage facility. If neither Party stores a majority of the Equipment in the storage facility, the Parties will share the cost of repair or replacement equally.

(c) If the Complex becomes an attractive venue for external football rentals, SEPRD and the District may renegotiate the primary responsibility for costs of repairing and replacing Equipment.

**Section 7**

**TERM**

7.1 Unless earlier terminated as provided herein, this Agreement shall commence on the Effective Date and shall terminate fifteen (15) years from the Effective Date (the "Term"). The Parties may agree to renew this Agreement for two (2) additional fifteen (15) year terms.

**Section 8**

**COMPENSATION, PAYMENT, AND BUDGETING**

**8.1 Compensation and Payment.**

(a) Subject to Section 8.1(c), the District shall pay an annual fee to SEPRD for SEPRD's management and maintenance of the Complex under this Agreement (the "Annual Fee"). The Annual Fee for the 2023-2024 fiscal year (beginning July 1 and ending June 30) will be \$29,900. The Annual Fee may increase each year thereafter, after a review of the previous fiscal year's spending, for each fiscal year as estimated in the table below:

2024-2025	\$ 30,478
2025-2026	\$ 31,107
2026-2027	\$ 31,730
2027-2028	\$ 32,364
2028-2029	\$ 33,012
2029-2030	\$ 33,672
2030-2031	\$ 34,345
2031-2032	\$ 35,032
2032-2033	\$ 35,733
2033-2034	\$ 36,447

(b) The District will pay the Annual Fee to SEPRD via check in equal quarterly installments payable on the first day of each quarter (July 1, October 1, January 1, and April 1), beginning on July 1, 2023.

(c) Non-Appropriation: Adequate Funding. The District's payment obligations to SEPRD that extend beyond the District's 2023-2024 fiscal year are subject

to the approval of future board appropriations to fund this Agreement. Moreover, continuation of this Agreement at specified levels is specifically conditioned on adequate funding under the District's budget adopted in June of each year. The District reserves the right to adjust the level of services provided for in this Agreement in accordance with funding levels adopted by the District's Board of Directors.

8.2 Budget Proposal. The Parties agree to commit to proposing an appropriate amount to fund a recommended budget for an appropriation of sufficient funds to make payments due under this Agreement and to use their best efforts to obtain approval of the budget.

## Section 9

### OTHER PROVISIONS

9.1 Field Names. The artificial field within the Complex will retain the name "Broadway Field" unless the Parties mutually agree otherwise.

9.2 Sponsorship and Advertising. SEPRD and the District will mutually agree upon sponsorship and advertising related to Broadway Field. No advertising may be contrary to the OSAA or NFHS rules during a District event. SEPRD and the District may mutually agree, on a case-by-case basis, to authorize the temporary placement of signs associated with events, provided that the signs are removed at the end of the event and do not cause damage to any part of the Complex or the Equipment. Signs must fit on the chain link fence and be no longer than 3' x 6'. Any permanent signs must be approved by both Parties and must be in compliance with the City's rules and regulations.

## Section 10

### INDEMNITY AND INSURANCE

#### 10.1 Indemnification.

(a) To the maximum extent permitted by law and subject to the limitations of the Oregon Tort Claims Act, ORS Chapter 30, and the Oregon Constitution, each Party will defend, indemnify, and hold the other Party and its officers, directors, employees, representatives, and agents harmless from, for, and against all liabilities, losses, claims, suits, demands, damages, expenses, and costs (including attorney fees and expert fees) arising out of or relating to the indemnifying party's performance under this Agreement.

#### 10.2 Insurance.

(a) District's Insurance.

(i) General Liability. District will maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage. District will name SEPRD as an additional insured on its general liability insurance policy.

(b) SEPRD's Insurance.

(i) General Liability. SEPRD will maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$5,000,000 annual aggregate coverage. SEPRD will name District as an additional insured on its general liability insurance policy.

(ii) Commercial Automobile Liability. SEPRD will maintain commercial motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.

## Section 11

### REVIEW, AMENDMENT, AND TERMINATION

11.1 Agreement Review. The Parties will jointly review this Agreement no more than three (3) years after the Effective Date to recommend and draft any amendments that may be needed. Thereafter, the Parties will review this Agreement at least every five (5) years to recommend and draft any amendments.

11.2 Amendment. This Agreement may be amended or modified only by written agreement signed by both Parties.

11.3 Termination.

(a) This Agreement may be terminated at any time by mutual written agreement, signed by both Parties.

(b) Either Party may terminate this Agreement for cause after giving thirty (30) days' written notice to the other Party and stating the reason for termination. If the Party receiving the notice of termination corrects, or takes adequate steps toward correcting, the matter giving rise to the notice within fourteen (14) days, the Agreement shall continue. The Parties agree to meet and discuss any cause for termination prior to giving notice of termination pursuant to this paragraph.

(c) Either Party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other Party.

(d) This Agreement will automatically terminate upon termination of the Lease.

## Section 12

### RIGHT TO PERFORM ACTIVITIES

If at any point during the Term of this Agreement it is determined that the District does not have the right to conduct activities at -the Complex or any part of the Complex, SEPRD will cease any

Activity at the Complex as directed by the District and communicate the same to any other parties scheduled to use the Complex, as applicable.

**Section 13**

**GENERAL PROVISIONS**

13.1 Remedies. In addition to all other remedies that the District may have at law and in equity, should SEPRD fail to perform its maintenance or scheduling duties as required under Sections 1.1(a) and 1.4 of this Agreement, the District may perform the maintenance duties, and SEPRD will reimburse the District for all costs that the District incurs in performing the scheduling and maintenance duties.

13.2 Lease Subordination. This Agreement is subordinate and subject to the Lease, and the Parties understand that the Term of this Agreement will not extend beyond the Lease's expiration date (see Section 11.3(d)).

13.3 Other Actions. The Parties agree to execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

13.4 Severability. If any provision of this Agreement is deemed invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

13.5 Compliance with Applicable Law. SEPRD and the District will each comply, and cause their respective contractors and subcontractors to comply, in all material respects with all applicable Laws in the performance of this Agreement. Compliance will be at each Party's sole cost and expense.

13.6 Prior Agreements. This Agreement supersedes all prior oral or written negotiations, understandings, or agreements between the Parties with respect to the subject matter set forth herein.

13.7 Assignment. Except as otherwise provided herein, a Party may not assign any of its rights or responsibilities under this Agreement without prior written consent from the other Party.

13.8 Notices. Any notice required to be given by the terms and conditions of this agreement shall be given to the other Party either by personal service or registered mail, returned receipt requested to the following persons at the listed address:

~~13.9~~

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<b>District</b>	<b>SEPRD</b>
Superintendent, Seaside School District	Executive Director, Sunset Empire Park & Recreation District
2600 Spruce Drive, Suite 100	1140 Broadway St
Seaside, OR 97138	Seaside, OR 97138

~~13-10~~13.9 Applicable Law, Dispute Resolution, Venue, and Attorney Fees. This Agreement is governed by the laws of the State of Oregon without regard to conflict of law principles. In the event that a dispute arises under or related to the terms of this Agreement including but not limited to its enforcement or interpretation, the Parties agree to meet and confer to attempt to resolve the dispute through the Executive Director of SEPRD and the District Superintendent prior to the initiation of litigation. Any action or proceeding to enforce the provisions of this Agreement, or based on any right arising out of this venue for any claim under this Agreement will be in the Clatsop County Circuit Court ~~or the United States District Court for the District of Oregon~~. The prevailing Party in such an action or proceeding, or appeal of the same, shall be entitled to an award of such Party's reasonable attorney fees and costs incurred in preparation, prosecution, or defense of such action or proceeding.

Commented [CLT2]: We understand that this language is acceptable.

~~13-11~~13.10 Headings. The headings of the sections of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything contained herein.

~~13-12~~13.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures transmitted electronically, whether sent via facsimile or as attached files (e.g., .pdf), will be acceptable to bind the District and SEPRD, respectively, and will not in any way affect the validity of this Agreement. The District and SEPRD intend to confirm any electronically transmitted signatures by exchanging ink-signed originals, but the failure to do so does not affect this Agreement's validity in any way.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**SEASIDE SCHOOL DISTRICT #10**

**SUNSET EMPIRE PARK &  
RECREATION DISTRICT**

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**  
**THE COMPLEX**

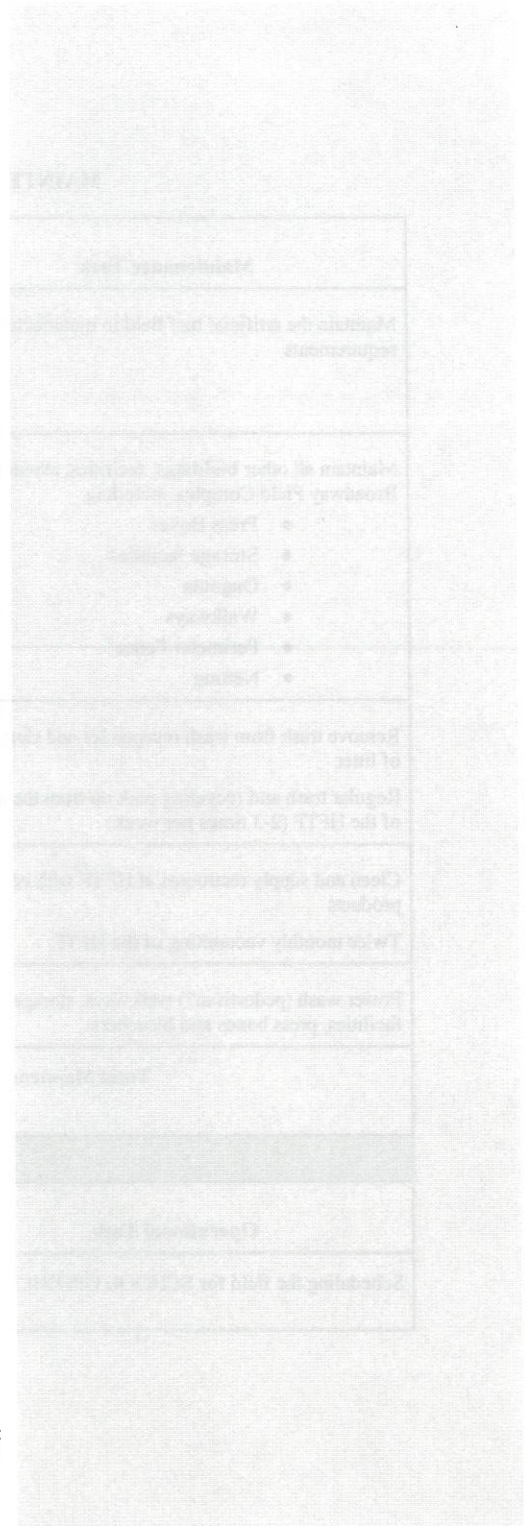




**EXHIBIT B**  
**LEASED PORTION\***



\*Leased Area shown in red.



**EXHIBIT C**  
**MAINTENANCE SCHEDULE**

Maintenance Task	Weekly Hours	Number of Annual Hours
Maintain the artificial turf field to manufacturers requirements	15 hours/week (March-November) 5 hours/week (December-February)	600 hours
Maintain all other buildings, facilities, amenities at Broadway Field Complex including: <ul style="list-style-type: none"> <li>• Press Boxes</li> <li>• Storage facilities</li> <li>• Dugouts</li> <li>• Walkways</li> <li>• Perimeter Fence</li> <li>• Netting</li> </ul>	5 hours per week	260 hours
Remove trash from trash receptacles and clear field of litter Regular trash and recycling pick up from the inside of the HFTF (2-3 times per week)	5 hours per week	260 hours
Clean and supply restrooms at HFTF with necessary products Twice monthly vacuuming of the HFTF	2.5 hours per week	130 hours
Power wash (pedestrian?) walkways, storage facilities, press boxes and bleachers	(twice/annually)	78 hours
<b>Total Maintenance Hours</b>		<b>1,328 Hours</b> <b>25 hours/week</b>
Operational Task		Number of Annual Hours
Scheduling the field for SCHOOL DISTRICT	1/hr week average	52 hours annually

**EXHIBIT D**

**SCHEDULING MATRIX  
BROADWAY FIELDS SCHEDULING MATRIX BY PRIORITY**

	DISTRICT
	SEPRD
<p><i>**SEPRD connotes that the space is available for either District or community purposes (either reserved through SEPRD or open play)</i></p>	

ATHLETIC YEAR (August-June) - As per the OSAA [August 15- June 3, approximately]							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
9am							
11am							
1pm							
3pm							
5pm							
7pm							
9pm							

NON- ATHLETIC YEAR (June-August) [June 4- August 14, approximately]							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
9am							
11am							
1pm							
3pm							
5pm							
7pm							
9pm							

**EXHIBIT E: HERCHE FAMILY TRAINING FACILITY SCHEDULING BY PRIORITY**

	SCHOOL DISTRICT
	SEASIDE KIDS PROGRAMS
	SEPRD/
**SEPRD connotes that the space is available for either District or community purposes (either reserved through SEPRD or open play)	

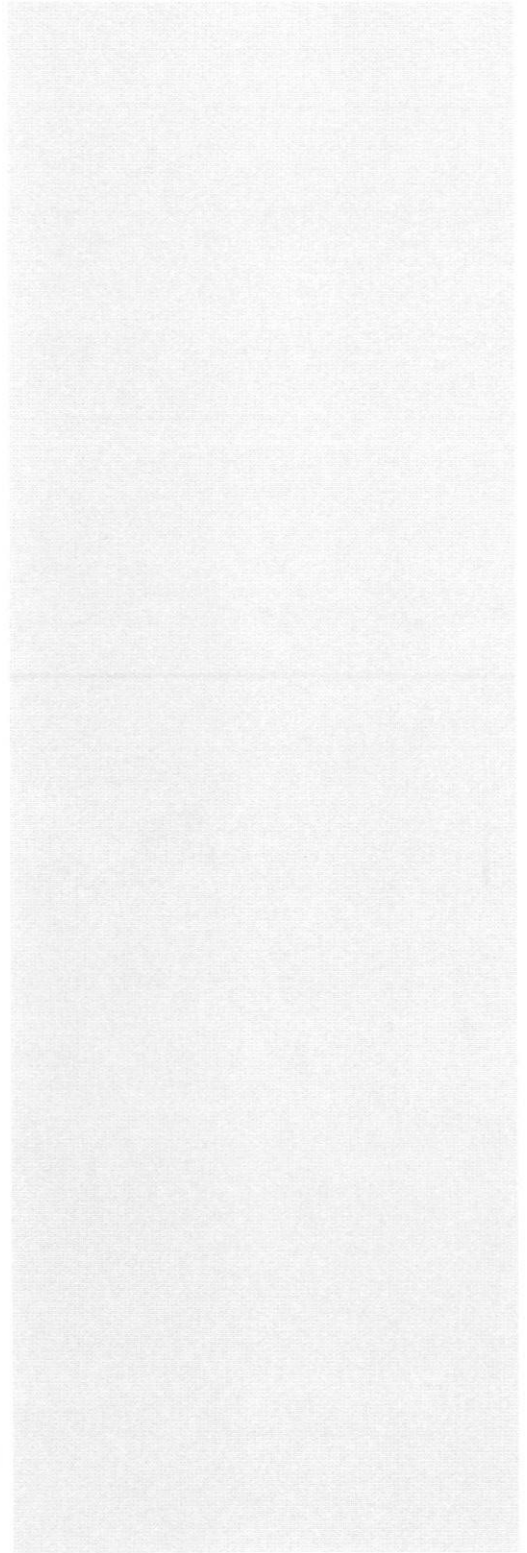
BASEBALL/SOFTBALL YEAR - As per the OSAA [February 1- June 3, approximately]							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8am							
10am							
12pm							
2pm							
4pm							
6pm							
8pm							

BASEBALL/SOFTBALL YEAR - Non-OSAA Time [June 3- July 31, January 1- February 1]							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8am							
10am							
12pm							
2pm							
4pm							
6pm							
8pm							

REST OF YEAR [August 1-December 31]							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8am							
10am							
12pm							
2pm							
4pm							
6pm							
8pm							

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**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
CITY OF SEASIDE, SEASIDE SCHOOL DISTRICT #10, AND SUNSET EMPIRE PARK &  
RECREATION DISTRICT**

This AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this "Amendment") is dated for reference purposes as July 1, 2023, and entered into by and between the City of Seaside (the "City"), Seaside School District #10 (the "District"), and Sunset Empire Park & Recreation District ("SEPRD") (each, a "Party" and together, the "Parties").

**RECITALS**

WHEREAS, the Parties are parties to an Intergovernmental Agreement dated July 10, 2012, for the operation and management of the Playing Fields owned by the City (the "Agreement"); and

WHEREAS, the City and District have entered into a Ground Lease for Broadway Field effective as of May 17, 2023, whereby the City will lease portions of the Playing Fields to the District, making the City's participation in the Agreement unnecessary; and

WHEREAS, the District and SEPRD intend to enter into a new intergovernmental agreement for the operation and management of the Playing Fields (the "New IGA"); and

WHEREAS, the Parties desire that the Agreement's term end upon execution of the New IGA;  
and

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

**AGREEMENT**

1. **Amendment to Section 9.1.** Effective as of July 1, 2023 Section 9.1 is amended and replaced in its entirety as follows:

9.1 **Original Term.** This Agreement shall commence \_\_\_\_\_ and will terminate July 1, 2023.

3. **No Other Changes.** Except as modified or amended herein, the provisions, conditions, and terms of the Agreement shall remain unchanged and in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date written in sections above.

"CITY"

City of Seaside

By: [Signature]  
Name: Spencer Kyle  
Title: City Manager

"DISTRICT"

Seaside School District #10

By: [Signature]  
Name: Susan Pennod  
Title: Superintendent

"SEPRD"

Sunset Empire Park & Recreation District

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_