



**Inter-Agency Memorandum of Understanding**

**Blue Mountain Community College  
and  
Pendleton High School**

This agreement is between Blue Mountain Community College, herein after referred to as “BMCC” and Pendleton School District, hereinafter referred to as “PSD”. All references to BMCC includes all educational delivery sites within the college’s service area.

**Definitions**

**Athletic Facilities:** For the purposes of this agreement, athletic facilities includes BMCC swimming pool and locker rooms.

**IT IS UNDERSTOOD AND AGREED THAT BMCC WILL:**

1. Provide access to its athletic facilities designated to swim team programing for the purpose of Pendleton High School (PHS) girls/boys swim team practices follows:
  - a. For the months of November through February
  - b. Up to 5 practices each week (maximum of 7.5 hours per week) combined for boys/girls PHS swim teams
2. Coordinate with PHS Athletic Director for the scheduling of practice times prior to August of the current year.
3. Invoice PSD at a reduced hourly usage fee at the “non-profit” rate for use of the swimming pool athletic facilities no later than February of the current year:

<b>Facility/Equipment Item</b>	<b>Pendleton School District <i>(Reduced Rate – Long Term Usage Flat Rate)</i></b>	<b>Non-profit Organizations or Community Groups</b>
Pool	7.5 hours per week x 13 weeks (97.5 hours)	\$35 per hour/\$150 per day
Equipment – includes all items referenced above under “athletic facilities”	97.5 hours/daily (8 hours) = 12.18 days 12.18 days x \$150 daily usage fee	\$25 per hour/\$100 per day
<b>Total Assessment:</b>	<b>\$1,827.00 (flat rate)</b>	\$5,850.00 (\$60 per hour x 97.5 hours)

4. PSD agrees to contribute no more than **\$6,666.00** for necessary repairs to the pool for the health and safety of swim team members. A full accounting of expenses will be provided once repairs are complete and PSD will be invoiced the actual amount at that time.
5. Blue Mountain Community College assumes no financial responsibility for any injury, accident, or lawsuit that may occur during the User’s occupancy and/or usage of equipment, facilities, and space.

**IT IS UNDERSTOOD AND AGREED THAT PHS WILL:**

1. Coordinate and finalize scheduling of the BMCC pool athletic facilities with the BMCC Athletic Director prior to November of the current year.
2. Provide appropriate coaching staff and supervision of boys/girls PHS swim team members while on BMCC premises for practices.
3. Provide swim practice equipment as needed (other than what is referenced above.)
4. Take responsibility for the proper care and use of the athletic facilities mentioned in this agreement while in PHS use.
5. Only use the athletic facilities referenced here for the sole purpose of PHS boys/girls swim practices and matches.
6. Provide proof of liability insurance and assumes responsibility for damages to the BMCC athletic facilities and cost of repairs beyond normal use.
7. Pay BMCC a flat usage rate (reduced long term rate) of \$1,827.00 upon receipt of invoice.

**IT IS UNDERSTOOD AND AGREED THAT COOPERATIVELY:**

1. This agreement covers the following time period: November 15, 2016 to February 15, 2016
2. Both agencies will act in accordance with their respective regulating and governing bodies
3. Both agencies will act in the best interest of the students intended for these educational services

**Contact Person:**

BMCC

Tammie Parker, V.P. of Administrative Services  
(541) 278-5850  
Brett Bryan, Athletic Director  
(541) 278-5900

PHS

Dan Greenough, Principal  
(541) 966-3806  
Troy Jerome, Assistant Principal/Athletic Director  
(541) 966-3805

Any new agreement may be negotiated but will be dependent on the availability of the BMCC pool athletic facilities. This will be determined by no later than **May 31, 2017.**

Signed: \_\_\_\_\_  
Cam Preus  
President, Blue Mountain Community College

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

By: \_\_\_\_\_  
Andrew J. Kovach  
Superintendent, Pendleton School District

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