

Blue Mountain Community College 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:

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

4. 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 13, 2017 to February 15, 2018
- 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 PHS Tammie Parker, V.P. of Administrative Services Dan Greenough, Principal (541) 278-5850 (541) 966-3806 Brett Bryan, Athletic Director Troy Jerome, Assistant Principal/Athletic Director (541) 278-5900 (541) 966-3805

Any new agreement may be negotiated but will be dependent on the availability of the BMCC pool athletic

facilities.

Signed: (

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resident, Blue Mountain Community College

By: Chris Fritsch

Superintendent, Pendleton School District

Date: 9/8/2017

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