

AGENDA
CITY OF BROOKINGS
PARKS AND RECREATION COMMISSION
Council Chamber – 898 Elk Drive
May 27, 2021 – 7 pm

- I. CALL TO ORDER – PLEDGE OF ALLEGIANCE**
- II. ROLL CALL**
- III. APPROVAL OF MINUTES**
Minutes of March 25, 2021
- IV. PUBLIC APPEARANCES**
- V. COMMISSION BUSINESS**
- VI. REGULAR AGENDA**
- VII. INFORMATION UPDATES/DISCUSSION ITEMS**
 - A.** Brookings Harbor Garden Club MOU
 - B.** Azalea Festival
 - C.** Upcoming Summer Events
- VIII. COMMISSIONER REPORTS/COMMENTS**
- IX. ADJOURNMENT**

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF BROOKINGS AND BROOKINGS HARBOR GARDEN CLUB**

The parties to this Memorandum of Understanding (MOU) are the City of Brookings (CITY), an Oregon municipal corporation, and the Brookings Harbor Garden Club (BHGC), an Oregon non-profit corporation.

WHEREAS, CITY owns that certain area known as Azalea Park, inclusive of the areas bordered by Lundeen Lane, Old County Road & North Bank Road.

WHEREAS, BHGC will care for, and maintains an area within Azalea Park known as the “Formal Gardens”, boundary of which is described on a map called Exhibit A.

WHEREAS, BHGC has demonstrated ability to maintain public landscape areas;

WHEREAS, CITY is restructuring the manner in which it maintains its public landscape areas and desires to work with non-profit groups in the maintenance of these areas;

WHEREAS, BHGC has expressed interest in partnering with the CITY in this regard.

NOW, THEREFORE, the parties agree as follows:

1.0 CLUB OBLIGATIONS

- 1.01. Provide pruning, trimming, weed removal, mulching and general maintenance within the Azalea Park Formal Gardens identified in Exhibit A,
- 1.02. Manage planted areas by dividing existing and/or installing new plants as determined by BHGC.
- 1.03. Perform general litter clean-up in Formal Gardens as needed.
- 1.04. Remove all vegetation debris and place at a location provided by City within the park.
- 1.05. Provide consultation services as needed, to City and volunteer organizations during yearly maintenance and service projects undertaken within the Formal Gardens.
- 1.06. Provide the CITY with quarterly reports on volunteer hours and annual fiscal reports.

2.0 CITY OBLIGATIONS

- 2.01. Provide and maintain all irrigation systems and water service in Azalea Park and within the Formal Gardens.
- 2.02. Mow all grass areas in the Formal Gardens and provide new plants, fertilizer and mulch if needed
- 2.03. Perform general litter and animal feces clean up in grassy areas.
- 2.04. Coordinate its maintenance activities with those of the BHGC.
- 2.05. Manage and maintain walking paths.
- 2.06. Provide BHGC with \$3,000 annual funding to be paid in two payments of \$1,500 on July 1 and January 1
- 2.07. Manage and maintain all seating areas within the formal gardens.
- 2.08. Provide access to the storage building located at the Kid Town parking lot
- 2.09. Prune and remove large plants and or trees that are deemed unsafe or invasive

3.0 INSURANCE REQUIREMENTS

BHGC will provide CITY with proof of an insurance policy covering general commercial liability on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage.

4.0 MEETINGS

Duly appointed representatives of the parties shall meet as needed to address mutual maintenance concerns and review the respective parties' responsibilities under this MOU. Further, the parties agree to consider jointly undertaking improvement projects or major cleanup projects when resources beyond those normally available for maintenance become available to either party.

5.0 HOLD HARMLESS CLAUSE

BHGC shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of CLUB or its officers, employees, subcontractors, or agents under this MOU.

6.0 NEW IMPROVEMENTS OR ENHANCEMENTS

All new improvements or enhancements in the Formal Garden area shall be approved by the Parks and Recreation Commission.

7.0 RENEWAL

The MOU shall be reviewed and renewed by June 1st of every odd numbered year.

8.0 TERMINATION

The CITY and or the BHGC have the right to terminate the MOU at anytime, with 30 days written notice.

WHEREFORE, the parties have caused this MOU to be executed by their authorized representatives on this _____ day of _____, 2021.

BROOKINGS HARBOR GARDEN CLUB
An Oregon Non-profit Corporation

CITY OF BROOKINGS
An Oregon Municipal Corporation

Name:
Title:

Janell K. Howard
City Manager