

CITY CENTER SKATEPARK DONATION AND PARTNERING AGREEMENT

This Agreement is between the City of Eugene through the Parks and Open Space Division of Public Works (POS), Skaters for Eugene Skateparks (SES), a local nonprofit organization in fiscal partnership with Skaters for Public Skateparks, a 501c3 corporation.

SES has agreed to participate, by donating time and resources, with POS in the development of the "City Center Skatepark" in Washington/Jefferson Park. The donated services include fundraising, general project event organizing, and garnering public support.

POS agrees to partner with SES as part of POS's work in siting, designing, providing public outreach, constructing, providing project management, and providing ongoing future maintenance of the skate park facility.

The City Center Skatepark is identified as a priority 1 project in the Parks, Recreation and Open Space Project and Priority Plan adopted by City Council in 2006. Forecasted funding of \$292,000 of Parks System Development Charges (SDC) was included in the 2008- 2013 City of Eugene Capital Improvement Program (CIP).

The CIP is used as part of the City's budget process to forecast funding for capital projects, however, the actual timing for these capital projects relies on receipt of the SDC revenues projected for each year and inclusion of the project in an adopted budget. Of the funds forecasted in the CIP for the City Center Skatepark, \$35,000 has been forecasted from FY09 receipts and is currently available. In FY10 \$140,000 is forecasted for this project with the remaining \$117,000 in FY11.

Park SDC revenue has fallen dramatically below projections the past two years causing other previously authorized projects to be significantly delayed. While SDC revenue projections have been adjusted downward by POS, funding for the City Center Skatepark project is still anticipated if actual receipts meet or exceed these lower revenue projections.

Both parties understand and agree that private fundraising targets and sufficient Park SDC revenue must be received in order for the project to proceed on the projected timeline. Ongoing and consistent communication between parties will be necessary throughout the life of the project to ensure project success and timeliness. POS reserves the right to delay or discontinue the project if sufficient funding is not available, or for any other public purpose determined in the sole discretion of POS.

Anticipated Timeline & Key Milestones

May 2008	Site Options Public Workshop
Dec 2008	Execute contract for concept imagery
Feb 13, 2009	Public open house: Discuss final siting decisions, unveil concept imagery, identify next steps
March 2009	Finalize partnership agreement
April 13, 2009	Issue RFP for Skatepark Design/Build Contract
June 2009	25% fundraising goal complete
June 15	Design/Build firm selected
June 21	National GO Skateboarding Day – use as catalyst for design and fundraising
Summer 2009	Public design workshops, concept design complete
July 2009	50% of Phase 1 fundraising goal complete
July 2009	Review of SDC revenue projections
August 2009	Project phasing plan complete

August 2009 Convene steering committee to discuss construction schedule and future milestones

Sept 2009 75% of Phase 1 fundraising goal complete
December 2009 100% of Phase 1 fundraising goal complete
December 2009 100% funding in place for full Phase 1 project, including restrooms & playground
December 2009 Review of SDC revenue projections
Winter 2010 Construction begins
Fall 2010 Grand opening

Skatepark Project Scope - A

The proposed skatepark facility is within property owned by the Oregon Department of Transportation and is leased to the City of Eugene for park purposes. The skatepark facility is planned to be constructed beneath the Washington/Jefferson Bridge in the location of the existing playground, and will cover approximately 18,000 sq ft incorporating viewing areas and safe separation from other park uses. This is intended to be a regional scale facility that can accommodate multi-skill levels and multi-uses.

Anticipated skatepark budget: \$492,000

Park Renovation Project Scope - B

Incorporating the skatepark facility within the existing park underneath the Washington/Jefferson Bridge requires the demolition of the existing playground. In addition, it would facilitate the skatepark project if the area occupied by the existing restrooms was also made available.

POS will endeavor to identify funding to construct a new playground and new restrooms outside of the immediate project footprint.

Failure to identify funding for a new playground shall not be grounds for modification of the scope of the skatepark. However, if funding cannot be found for the restroom relocation the skatepark project scope will be adjusted to allow the existing restrooms to remain in place.

Phasing Strategy

In accordance with the proposed timeline and available funding as of December 31, 2009, POS will determine the full scope of Phase 1 construction. Phasing options include reducing the square footage of the skatepark facility and reducing the features and components of the full design. The first phase of construction will ensure a stand-alone facility that, as funding becomes available, future phases will enhance.

City Center Skatepark Steering Committee

Janet Brown, SES
Bob Chandler, SES
Jon Faulkner, SES
Matt Koehler, SES
Dave Villalobos, SES
Emily Proudfoot, POS
Carrie Peterson, POS
Jackie Hallett, POS

Project Contact Protocols

SES Spokesperson: Bob Chandler
POS Spokesperson/Project Manager: Emily Proudfoot

Skatepark specific public and media inquiries should be directed to Bob Chandler.

Overall project and internal project inquiries from City of Eugene staff should be directed to Emily Proudfoot.

All media inquiries and contacts should be shared with the steering committee in the following manner:

- Send e-mail to the committee ahead of the media contact, if planned.
- Cc the steering committee on all news releases
- Send e-mail to the committee immediately following media contact with brief informational update and likely timing of the featured piece.

Skaters for Eugene Skateparks Responsibilities

1. SES is committed to raising a minimum of \$200,000 for the skatepark project by taking the lead on a major community fundraising campaign. SES is not responsible for fundraising for replacing the playground or restrooms.
2. SES intends to meet the milestone described in the above timeline and achieve the final phase 1 fundraising goal by December 31, 2009. The scope of Phase 1 construction will be modified as necessary to meet existing funding available at this date.
3. SES shall be fully involved in the design process, but shall not be held responsible for final design nor have construction authority.
4. SES will endeavor to represent the opinions of the collective multi-user group and act as liaison between user advocates and POS staff when necessary.
5. SES will solicit and gather volunteers for any work parties and coordinate these efforts through the POS Volunteer in Parks program. All volunteer activities on site must be supervised by City of Eugene POS staff.
6. SES will solicit and write grants related to the skatepark facility component of this project, POS staff will support these efforts.
7. SES commits to participating in Steering Committee meetings, and for timely completion of steering committee related tasks.
8. If unforeseen circumstances arise which prevent the accomplishment of identified milestones, SES will clearly communicate those issues with POS in a timely manner and decisions regarding next steps will be reviewed and discussed. In such case, it will be POS responsibility to determine how to proceed.

City of Eugene Parks and Open Space Responsibilities

1. The City of Eugene has forecasted \$292,000 in SDC funds through the FY 2008- 2013 CIP for this project. This funding is subject to anticipated annual SDC revenues being received and subject to the City's budgeting process.
2. POS will issue the RFP for a Skatepark Design/build contractor. The Steering Committee will serve an advisory role in contractor selection with final decision making authority the responsibility of the Project Manager. The contract will be established between the City of Eugene and the selected contractor and will be managed by City of Eugene POS staff.

3. In partnership with SES, POS will establish phases for the project and begin construction once the first phase of construction fundraising goal has been met and funding for the first phase of the overall project construction has been identified.
4. POS is responsible for design and construction of both the skatepark facility and the park renovation components of this project, including project management, siting decisions, public input, workshops, advertising, permits, demolition, contract management, design, construction, financial tracking and reporting. Management of these issues is not covered within this agreement.
5. Though POS is not responsible for the success of SES fundraising efforts, the POS Park Development Coordinator will assist SES with in-kind logistical and outreach support, and will respond to all SES inquiries in a timely fashion.
6. In cooperation with SES, the POS Volunteer in Parks Coordinator will facilitate and organize all on-site volunteer work parties related to development of the Skatepark including event logistics, equipment provision, safety protocols and equipment, etc.
7. POS will solicit grants related to the park renovation component of this project, SES will support these efforts.
8. POS commits to participating in Steering Committee meetings, and for timely completion of steering committee related tasks.
9. POS will endeavor to create an inclusive public process to engage interested parties and user groups.
10. Along with its other park maintenance responsibilities, POS will assume responsibility for ongoing maintenance of the skatepark facility upon project completion.
11. Notwithstanding any other provision in this Agreement, this Agreement creates no duty or obligation for POS if the skatepark facility is not fully funded by applicable adopted City budgets.

Agency Status

1. SES and its representatives are not employees or agents of POS and have no authority to make any binding commitments or obligations on behalf of POS.

Termination of Agreement

1. The terms of this agreement conclude at midnight on the date following the skatepark grand opening date.
2. This Agreement may be terminated for failure of either party to observe and perform any of the terms and conditions contained herein and where such failure continues for a period of more than sixty (60) days after receipt of written notice by the other party. The addresses to the parties to this Agreement are:

Johnny Medlin
City of Eugene Parks and Open Space Division
1820 Roosevelt Blvd
Eugene, OR 97402

Bob Chandler
Skaters for Eugene Skateparks
PO Box 1473
Eugene, OR 97440

Miscellaneous

1. **Completeness.** This Agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties. This Agreement embodies the entire Agreement of the parties as of its date of execution.
2. **Changes.** The terms of this agreement will be reviewed and appropriately amended to reflect any changes to the steering committee membership and overall program goals.
3. **Amendment.** This Agreement shall not be amended except in writing, signed by both parties.

This Agreement is by the following parties, and is effective as of March 25, 2009.


Johnny R. Medlin, Director
City of Eugene Parks & Open Space

Date 3-30-09


Emily Proudfoot, Project Manager
City of Eugene Parks & Open Space

Date 3.26.09



Bob Chandler, Representative
Skaters for Eugene Skateparks

Date: March 25, 2009