

**RESOLUTION NO. 1897**

**A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING THE COOPERATIVE USE AGREEMENT BETWEEN THE WEST LINN – WILSONVILLE SCHOOL DISTRICT AND THE CITY OF WILSONVILLE FOR CITY AND COMMUNITY USE OF SCHOOL DISTRICT FACILITIES AND FIELDS AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT.**

WHEREAS, this cooperative agreement between the City of Wilsonville and the West Linn-Wilsonville School District memorializes the spirit of cooperation based on good faith, trust and mutual respect that has allowed this partnership to thrive over time; and

WHEREAS, this agreement pertains to the use of West Linn-Wilsonville School District Public Facilities and Fields at Boeckman Creek Primary School; Boones Ferry Primary School; Wilsonville High School, and Wood Middle School; and

WHEREAS, this agreement recognizes:

- A. The significance of the original City of Wilsonville Urban Renewal Agency \$2,156,577 contribution made, in July 1994, to ensure the construction of community facilities at Wilsonville High School,
- B. The City of Wilsonville \$4,500,000 contribution made for the road improvements, sidewalk installation, signage and entry landscape during the construction of the Boones Ferry Primary School site. (Project #489)
- C. The City's \$135,000 contribution made in July 2003 for the development of two T-ball fields and one multi-use sports field at Boones Ferry Primary School for use by that school, City recreation programs, and the general community.
- D. The City of Wilsonville Urban Renewal Agency \$1,125,000 contribution made, in July 2004, for the installation of artificial turfing of the stadium and baseball fields resulting in

five additional usable field spaces, additional lighting at the Junior Varsity baseball field, bleachers and restrooms at Wilsonville High School. It is anticipated that the creation of these fields will reduce athletic field crowding and create a low cost maintenance athletic facility that can be used year round by the City and community. (This contribution was made possible by the Urban Renewal Agency of the City of Wilsonville, Project 990, to take place FY '04-'05),

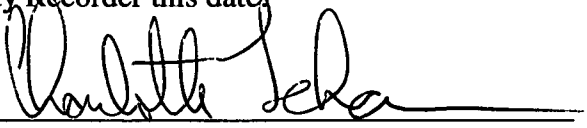
E. The \$350,00 contribution to the signal improvements at Wilsonville High School (project #4100, to take place FY '04-'05); and

WHEREAS, the parties which to amend the existing cooperative use agreement to provide for community use of a greater number of fields and facilities based on the scheduling priorities as outlined in the agreement,


NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Council hereby adopts the Cooperative Use Agreement Between the West Linn-Wilsonville School District and the City of Wilsonville For City and Community Use of School District Facilities and Fields, Attached hereto as Exhibit A, and authorizes the Mayor to sign said agreement.
2. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 3<sup>rd</sup> day of August, 2004, and filed with the Wilsonville City Recorder this date

  
\_\_\_\_\_  
CHARLOTTE LEHAN, Mayor

ATTEST:

  
\_\_\_\_\_  
Sandra C. King, CMC, City Recorder

SUMMARY OF VOTES:

Mayor Lehan	Yes
Council President Kirk	Excused
Councilor Holt	Excused
Councilor Scott-Tabb	Yes
Councilor Knapp	Yes

Attachment:

Cooperative use Agreement Between the West-Linn-Wilsonville School District and the City of Wilsonville for City and Community Use of School District Facilities and Fields

**COOPERATIVE USE AGREEMENT**  
**BETWEEN**  
**THE WEST LINN-WILSONVILLE SCHOOL DISTRICT**  
**AND**  
**THE CITY OF WILSONVILLE**  
**FOR**  
**CITY AND COMMUNITY USE OF SCHOOL DISTRICT**  
**FACILITIES AND FIELDS**  
**AUGUST 2004**

**COOPERATIVE USE AGREEMENT  
BETWEEN THE WEST LINN-WILSONVILLE SCHOOL DISTRICT  
AND THE CITY OF WILSONVILLE**

**I. Goals**

- A. To recognize all School District facilities and fields as important community resources that should be used year round as many hours of the day as feasible, tempered only by the budgetary constraints of both parties.
- B. To make District facility and field use by the City and the public as simple and user friendly as possible and to facilitate future cooperation between the City and the School District.
- C. To maximize the use of the facilities while eliminating the duplication of resources and programs in order to conserve public funds.

**II. Priorities**

The City of Wilsonville and the West Linn-Wilsonville School District recognize the following priorities for the use of school district facilities (namely, the facilities and fields- at Boeckman Creek Primary School, Boones Ferry Primary School, Wilsonville High School and Wood Middle School). The scheduling of facilities and fields for all activities will remain the responsibility of the School District.

- i. Wilsonville High School Activities and programs
- ii. Regularly scheduled school-sponsored activities for students from other West Linn-Wilsonville Schools
- iii. Community Education Programs
- iv. City of Wilsonville Government sponsored youth leagues and programs
- v. Local community youth sport groups
- vi. Local community adult sports and business groups
- vii. Outside groups

**B. Hours of Use**

- i. During the school year, District school facilities will be available for non-school use before classes start in the morning and after classes end in the afternoon and the fields and facilities as available, based on the above priorities.
- ii. All District facilities, when not needed for school programs and which are suitable for public use, shall be made available on a year-round basis.

### III. Operational Guidelines and Fees

Because the City has helped fund the creation of the new athletic facilities that will alleviate some of the overcrowding seen at other City/District locations these facilities and fields will also be made available for use by community groups.

It is agreed that the City and School District will work under the following general guidelines subject to the good will and positive working relationship that underlines all of the dealings between the West Linn-Wilsonville School District and the City of Wilsonville.

- A. All City of Wilsonville Government sponsored activities, programs, special events and activities are excluded from the regular hourly rental associated with School District facilities.
- B. With respect to facilities: The City of Wilsonville will be responsible for the actual cost of administration (application fees) and custodial costs as required for off time uses. "Off time," as used herein means weekends year round and evening and weekends in the summer.  
With respect to fields: The City of Wilsonville will be responsible for the actual cost of administration (application fees) and hourly field lighting fees.
- C. The City shall be responsible to provide adequate District-approved supervision for all City of Wilsonville Government sponsored activities or pay the district for the direct custodial costs.
- D. All revenues associated with the rental and janitorial fees of District facilities for non-City sponsored activities shall go to the School District.
- E. The School District reserves the right to limit and restrict uses on school district property and deny use to any individual user who damages the facility or equipment.
  - i. Alcohol, tobacco, drugs, weapons and firearms are prohibited on all School District Property.
  - ii. The West Linn-Wilsonville School District provides equal access to all its facilities.
- F. The School District shall be responsible for unlocking and locking of the school facilities and fields.
- G. The School District and City of Wilsonville shall be entitled to all of the revenues and be responsible for all the expenditures related to respective program offerings.

### IV. Maintenance

- A. It shall be the School District's responsibility to pay the cost of all utilities and maintenance associated with District facilities and fields.
- B. It shall be the City and communities responsibility to leave the facilities and fields in a neat and orderly condition after use.

### V. Insurance/Hold Harmless

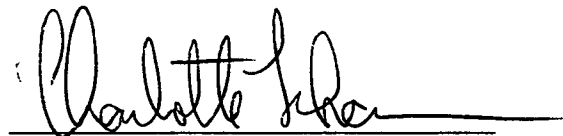
The City of Wilsonville agrees to indemnify and hold harmless the West Linn-Wilsonville School District from any and all claims, including costs and expenses necessarily incurred in the defense thereof, inclusive of any appeals, arising out of the City's operations, programs or services conducted on School District property, with exception of those claims or parts thereof arising out of the West Linn-Wilsonville School District's negligence or conduct.

The West Linn-Wilsonville School District agrees to indemnify and hold harmless the City of Wilsonville from any and all claims, including costs and expenses necessarily incurred in the defense thereof, inclusive of any appeals, arising out of the City's operations, programs or services conducted on School District Property with exception of those claims or parts thereof arising out of the City of Wilsonville's negligence or conduct. In the event a claim or claims are made against both parties, the parties agree to mutually cooperate in the defense thereof and shall pro-rate any claimed liability or cost or expense as they mutually determine to be fair and equitable or as may be adjudged.

Both parties are entitled to certain rights including, but not limited to, limitations of liability for damages and to defenses under the Tort Claims Act, ORS Chapter 30. Nothing in the indemnification clause is intended to or does waive any right provided to either party under the Tort Claims Act including, but not limited to, all damage limitations and defenses provided there under, both as to each other and/or as to any third party.

**VI. Duration of agreement**

This agreement shall stay in effect until amended by agreement of both parties subject to an annual review at the request of either party.



Charlotte Lehan, Mayor  
City of Wilsonville

Tom Bruggere, Chair  
West Linn-Wilsonville  
School District

9-03-04  
Date

Date