

RESOLUTION NO. 339

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH REYNOLDS SCHOOL DISTRICT 7 FOR THE MUTUAL USE OF GOVERNMENTAL FACILITIES.

WHEREAS, Troutdale and Reynolds each possess facilities which are not used at all hours of every day of the week, and

WHEREAS, Troutdale and Reynolds are authorized by ORS 190.010 and other laws of the State of Oregon to enter into a written agreement for the performance of any or all functions and activities that each party to the agreement, its officers or agents, have authority to perform;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE:

That the City of Troutdale enter into an agreement in the form attached hereto, marked "Exhibit 'A'" and made a part of this Resolution as though fully set forth herein, and

BE IT FURTHER RESOLVED:

That the City Administrator of the City of Troutdale be authorized to execute the Agreement in behalf of the City of Troutdale.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THIS

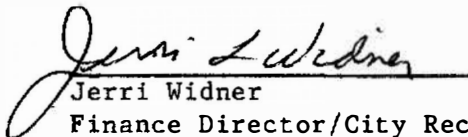
6th DAY OF May, 1980

YEAS: 6

NAYS: 0

  
\_\_\_\_\_  
R. M. Sturges, Mayor

ATTEST:

  
\_\_\_\_\_  
Jerri Widner  
Finance Director/City Recorder

AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1980, between THE CITY OF TROUTDALE, a municipal corporation of the State of Oregon, hereinafter referred to as "Troutdale", and REYNOLDS SCHOOL DISTRICT 7, a school district of the State of Oregon, hereinafter referred to as "Reynolds",

W I T N E S S E T H:

WHEREAS, Troutdale and Reynolds each possess facilities which are not used at all hours of every day of the week, and

WHEREAS, Troutdale and Reynolds are authorized by ORS 190.010 and other laws of the State of Oregon to enter into a written agreement for the performance of any or all functions and activities that each party to the agreement, its officers or agents, have authority to perform;

NOW, THEREFORE, IT IS AGREED:

1. MUTUAL USE OF FACILITIES: Troutdale shall have the right to use those facilities owned and operated by Reynolds which are listed on Exhibit "A", so marked, attached hereto and made a part hereof as though fully set forth herein. Reynolds shall have the right to use those facilities owned and operated by Troutdale which are listed on Exhibit "B", so marked, attached hereto and made a part hereof as though fully set forth herein. Scheduling of use of facilities set forth in Exhibits "A" and "B" will be mutually agreed upon by officers or agents of each party. Reynolds may from time to time substitute a new schedule for Exhibit "A" and Troutdale may from time to time substitute a new schedule for Exhibit "B" and upon substitution the facilities and use thereof shall be subject to this agreement.

2. TERM OF AGREEMENT: This agreement shall commence upon the execution hereof and shall continue until terminated, with or without cause by either party.

3. FEES: No fees shall be charged by either Troutdale or Reynolds for the use of the others facilities unless mutually agreed in writing. In the event the dollar value of such use by one jurisdiction shall exceed the dollar value of such use by the other jurisdiction in an amount greater than \$500., in accordance with the fee schedules attached to this agreement as attachments "A", "A<sub>1</sub>", and "B", the jurisdiction furnishing the greater dollar value in facilities and or services shall submit a bill for the amount over \$500. This adjustment and payment shall be made annually as of the end of the fiscal year. The City Administrator and the Superintendent shall establish such necessary record keeping systems to comply with the intent of this agreement.

4. INDEMNITY: Each party hereto shall be liable for any damage caused to the property of the other as a result of its use pursuant to this agreement. Each party agrees to hold the other harmless, including the officers, agents and employees of the other party, from and against any and all liability which may be asserted against the party owning the facilities on account of any injury or injuries (including death) to any person or persons whomsoever, howsoever caused and any and all other claims or damages, arising out of or in any way connected with, directly or indirectly, the use or occupancy of the facilities of the other party.

5. SUPERVISION: Each party hereto agrees that the use of the other's facilities will only be made under the supervision of the employees and authorized agents of the party using the facilities. Either party hereto may require, as a condition of the use of any one or all of the listed facilities, that the supervisory personnel be designated by the user and accepted by the owner of the facility. In the event keys to the facility are provided, the keys shall be under the control of the designated official of each party. Each party hereby designates the following individuals as the designated liaison official of the respective party: For Troutdale, the official shall be :

\_\_\_\_\_. For Reynolds, the official shall be \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the \_\_\_\_ day of \_\_\_\_\_, 1980.

REYNOLDS SCHOOL DISTRICT NO. 7

CITY OF TROUTDALE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

REYNOLDS SCHOOL DISTRICT NO. 7

USE OF SCHOOL FACILITIES

ATTACHMENT 'A'

School facilities shall be made available with capable and responsible adult supervision for community activities of an educational, recreational or civic nature when such usage does not conflict with or interfere with their use for school purposes.

The use of school facilities for partisan, political or sectarian purposes shall require specific approval of the Board of Directors and any consideration by the Board shall be prefaced by assurance that no cost will be incurred by the district in granting approval.

Groups using the facilities will be classified as follows, with priority for use in order listed:

Class I School sponsored and school connected groups, including student organizations, adult education classes and parent organizations.

Class II Non-profit, in-district educational and recreational groups, such as special parent activities, YMCA, Boy/Girl Scouts, Church related recreational groups, Public agencies of the City, County or State and Community organizations of a civic or service nature which exist for community betterment.

Class III Private organizations which exist primarily for the benefit of the membership, such as fraternal or social clubs or classes taught by individuals who charge a fee for their services, or any other group not specifically included in another category.

SCHEDULING

RULES FOR USE OF SCHOOL FACILITIES

APPLICATIONS:

Applications may be picked up from school or district office. After the form is completed, it is to be submitted to the school principal in person for consideration based upon the above priorities. The applications will be processed on order of receipt but not before September 15. Other factors being equal - larger groups will receive priority.

The party requesting the facility will be notified in writing when the application is approved or denied by the district office.

Building use will terminate the last week in May. Special requests for use of buildings during the summer must be forwarded directly to the Business Manager.

Rules covering special conditions shall be determined by the building principal as consistent with district policy.

### AVAILABILITY:

1. The applicant must be a district resident and the membership of the group must consist of a minimum of 12 persons of which at least 50% reside in the district. A roster including the names, addresses and phone numbers must be submitted with the application.
2. To retain the use of the facility the group must maintain a consistent average of 10 or more participants.
3. No group or sub-group within an organized association shall use a facility more than once a week.
4. No more than two groups in any day, separated by one-half hour, and no more than four days per week, shall be scheduled.
5. Only one space per building shall be scheduled on a regular basis.
6. Buildings are not scheduled for use on Saturdays or Sundays on a regular basis or during vacations or legal holidays. There may be special occasions when such a request on a one-time only basis may be considered. If approved on a one-time only basis, the Business Manager will determine and compute the charges.
7. When there are conflicts, the school's special events take precedence.

### EQUIPMENT AND FACILITIES:

1. No school athletic equipment shall be used other than volleyball nets.
2. Bleachers are available if approved on the original application and are set up under the supervision of the custodian.
3. Showers and locker rooms are not available.
4. No cafeteria equipment is to be used without the permission of the principal.
5. Any other equipment such as projectors, etc., will not be provided by the school except on a rental basis.
6. If meals are to be prepared or general use of the kitchen is required, a cook, preferably a building cook, shall be in the kitchen. The cook's time shall be paid at time and a half by the group using the kitchen.
7. Buildings are available in the existing conditions. Heat will not be provided unless specifically approved. (See fees)
8. Telephones are for emergency use only. Contact the custodian for access.

### RESPONSIBILITIES:

The person in charge of the group shall be at the school for the entire time the facility is used. If this is not possible, another adult named on the application must be present and designated as being in charge of the group.

RESPONSIBILITIES: (Continued)

Groups applying for the facilities as adult groups shall be maintained as adult groups.

The person in charge of the group using the facilities shall be responsible to restrict use to members of his/her group, and to the area for which application is made.

The building and equipment shall be left as it was found.

Tennis shoes shall be used in the gym at all times. No black sole running or athletic shoes will be allowed.

Activities contrary to individual school policies or practices will not be approved.

NOTE: Violation of any of the stated regulations will result in immediate termination of the use of the facility by the building principal. The individual who signs the application requesting the building shall be financially responsible for any damage which may occur and the signature of the applicant and alternate indicates that the regulations governing the use of the building have been read and understood.

FIELDS:

This policy applies to fields as well as buildings except where specifically excluded or not applicable.

In addition, the following rules are included specifically for field use.

1. Fields can be scheduled throughout the summer months.
2. Any group requesting use of fields must provide the district with a schedule of dates and times of both practices and games. Copies of these schedules will be forwarded to the building principal. Any deviations from this schedule will need to be approved by the building principal.
3. Grounds will be maintained in accordance with the district grounds schedule. Special markings on grounds work will be the responsibility of the group using the field. Any other special grounds work must be approved by the school.

DISTRICT RESPONSIBILITY:

The custodian will not be available to the group using the building except in an emergency or assistance as agreed upon at the time of application.

The district assumes no liability for injury to persons who are using the school facilities, or for theft or vandalism to their property.

FEES:

All groups shall be expected to pay for any direct expenses resulting from use of the facility. In addition, a charge shall be made for use of school buildings, grounds, and facilities for all parties represented by Class III of this policy.

Fees are based on a schedule developed annually by the district. In addition to the basic rental fee, any use of the district's heating or cooling systems, custodial time or any special facilities or services will be assessed at the time the request is approved.

REYNOLDS SCHOOL DISTRICT NO. 7  
FEE FOR USE OF BUILDINGS

<u>Basic Rental Fees</u>		<u>Fee Per 4-Hour Period</u>
<u>School Days</u>	High School Auditorium	\$ 75.00
	Gymnasium	75.00
	Classroom	15.00
	Cafeteria	75.00
<u>Non-School Days</u>	High School Auditorium	100.00
	Gymnasium	100.00
	Classroom	20.00
	Cafeteria	100.00
<u>School Days</u>	Middle School/ Elementary Auditorium	30.00
	Gymnasium	30.00
	Classroom	15.00
	Cafeteria	30.00
<u>Non-School Days</u>	Middle School/ Elementary Auditorium	75.00
	Gymnasium	75.00
	Classroom	20.00
	Cafeteria	75.00
<u>Additional Fee if Admission Is Charged</u>		
<u>Middle School/Elementary</u>		
	Admission Charge under .50¢	85.00
	Admission Charge .50¢ to .74¢	90.00
	Admission Charge .75¢ to .99¢	95.00
	Admission Charge \$1.00 or more	110.00
	Cost if offering or collection is taken or marketing as main use	85.00
<u>High School</u>		
	Admission Charge under .50¢	135.00
	Admission Charge .50¢ to .74¢	160.00
	Admission Charge .75¢ to .99¢	195.00
	Admission Charge \$1.00 or more	230.00
	Cost if offering or collection is taken or marketing the main use	135.00
<u>Rehearsals</u>		
<u>School Days</u>	High School and Elementary	<u>Hourly Rate</u> 12.50
<u>Non-School Days</u>	High School and Elementary	17.50
<u>Other Charges</u>		
	Piano Rental	<u>Flat Fee</u> 30.00
	P. A. System	35.00
	Projector, 16 MM	30.00
	Projector, 35 MM	55.00
	Scoreboard & P.A. System on athletic fields	35.00

FEES FOR USE OF BUILDINGS (Continued)

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If a district employee such as cook or custodian is required, the groups using the building will be billed for the direct district cost at the employee's overtime rate.

Payment

The basic rental fee is due before using the building. The additional fee if admission is charged and any other expenses will be billed following use of the facility.

Payments should be made to Reynolds School District No. 7.

ATTACHMENT 'B'

City of Troutdale

Facilities and Services

FACILITIES: Scheduled, such as;

- o City owned playfields (Columbia Park) \$10.00 per 2 hr. to all day
- o Tennis courts (Kiku, Weedin, Sweetbriar) \$10.00 per hour
- o Ball fields (Santee Palisades, Columbia) \$25.00 per 4 hour period (non-resident)
- o Cross Country Trails (Columbia) \$500.00 Annual Mt. Charge

SERVICES:

- o Street Sweeping \$35.00 per hour
- o Dump Truck \$35.00 per hour
- o Backhoe \$35.00 per hour
- o Asphalt Repairs \$55.00 per hour  
(Within City Limits, includes roller, paver, Dumptruck & operator  
Additional Labor \$10.00 per hour  
Materials Furnished at cost  
Outside City limits of Troutdale, approved on a per project  
basis by School Board and City Council action.

ATTACHMENT A-1

In addition to those facilities listed in Attachment 'A' the following services may be offered by Reynolds to Troutdale as part of this agreement.

SERVICES:

- o Lawn mowing of parks adjacent to school grounds
- o Lawn mowing of large parks not adjacent to schools
- o Print Shop services, direct cost without overhead charge