



RESOLUTION 2010-024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN UPDATED INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE SHERWOOD SCHOOL DISTRICT

WHEREAS, the City of Sherwood provides recreation opportunities for its citizens; and

WHEREAS, the City of Sherwood requires fields and facilities to provide those recreational opportunities; and

WHEREAS, the Sherwood School District owns recreational facilities to support their education mission; and

WHEREAS, the Sherwood School District and the City of Sherwood have already successfully implemented an Intergovernmental Agreement (IGA) to share operations and maintenance of those facilities; and

WHEREAS, new facilities have been added; and

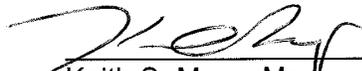
WHEREAS, the IGA provides for updating by mutual agreement.

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

Section 1. The City Manager is authorized to sign the update of the Intergovernmental Agreement with the Sherwood School District, attached as Exhibit A.

Section 2. This Resolution shall be effective upon its approval and adoption.

Duly passed by the City Council this 18th day of May 2010.



Keith S. Mays, Mayor

ATTEST:



Sylvia Murphy, CMC, City Recorder

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SHERWOOD, OREGON
AND THE SHERWOOD SCHOOL DISTRICT 88J**

This Intergovernmental Agreement (IGA) is made by and between the City of Sherwood, an Oregon municipality, and the Sherwood School District 88J, an Oregon local education agency, in accordance with ORS 190.003 to 190.110.

RECITALS:

- A. The City of Sherwood has the authority to provide cultural and recreational activities for the people of Sherwood and the vicinity.
- B. The School District is currently the primary owner and operator of active outdoor recreation and sports facilities in Sherwood and commits the use of those facilities to the greater Sherwood Community through this agreement.
- C. The Sherwood School District 88J may permit the use of school buildings and grounds by residents of the district for civic and recreational purposes, including supervised recreational activities and meeting places for discussion of all subjects and questions which in the judgment of the residents may relate to the educational, political, economical, artistic and moral interest of the residents (ORS 332.172)
- D. The City of Sherwood desires to utilize the facilities of the School District to provide such activities and the School District agrees to so provide.
- E. Both parties have the authority to reorganize in a manner to better serve the public in a time when resources are limited and programs are being eliminated.
- F. The City of Sherwood desires to effectively and efficiently provide continuity of services to the community, which is in the public interest.
- G. The City of Sherwood expresses its intent to continue to make improvements to certain sports fields owned by the District to lengthen the daily hours and the seasons upon which such fields can be played. The City agrees to use its own resources, to the extent that they are available, for such improvements and agrees to grant the district ownership of such improvements once they are completed.

THE CITY AND THE SCHOOL DISTRICT DO HEREBY AGREE:

Section 1. MAINTENANCE: The City of Sherwood will be responsible for the upkeep and maintenance of all outdoor sports facilities including the new baseball field & soccer fields at the High School, and the Ridge Campus fields, but excluding the concession stands, bleachers, Middle School tennis courts and Ridge Campus tennis courts.

The School District will be responsible for gymnasium upkeep including score boards operational by November 1st of each year.

Cleanup of all facilities, including garbage disposal is the responsibility of the user (City or School District). Any damages and resultant repair is also the responsibility of the user (City or School District).

The City of Sherwood Public Works Department will mow said facilities on a regular schedule and provide the necessary maintenance requirements, i.e. fertilization, weed/pest control, topdressing and over seeding so that facilities adhere to the Public Works Department standards.

Section 2. WATER: The City of Sherwood will establish, in consultation with the Sherwood School District an irrigation schedule for final approval prior to March 1st of each calendar year. The City of Sherwood reserves the right to discontinue irrigation of sports facilities in the event of shortages due to peak demand. The City of Sherwood will provide the School District with notice of the discontinuation and an estimate of the duration.

All fields at Edy Ridge and Laurel Ridge are irrigated with water from an onsite well owned and operated by the School District. In recognition of the substantial investment in the onsite well, the District shall receive credit for the cost of such water calculated at the normal City rate in the financial portion of this agreement. The first year of the addition of the Ridge campus fields will include an estimate of the cost of well irrigation water in the amount of \$18,500. This amount will be adjusted in the second year to reflect the actual volume of water and the cost at the City's normal rate.

Section 3. OUTDOOR FACILITY USAGE: The School District shall have priority usage of the following recreation and sports fields during the hours of 8:00 am to 5:00 pm, Monday through Friday, during the regular academic school year.

- A. Archer Glen Elementary School
- B. Middleton Elementary School
- C. Hopkins Elementary School
- D. Ridges Campus

The School District shall have priority usage of the following recreation and sports fields during the hours of 8:00 am to 6:00 pm, Monday through Friday, during the regular academic school year.

- A. Sherwood Community Softball Complex
- B. New Sherwood High School Soccer Field(s)
- C. New Sherwood High School Baseball Field
- D. Sherwood Middle School Baseball Field
- E. Laurel Ridge Middle School – all fields

Sherwood Middle School "Lighted Field" will be available to the School District during the school year, Monday-Friday 8:00 a.m. – 3:00 p.m. Modifications to these times can be made if Middle School athletics are re-instated by the School District. Special consideration will be made at these facilities for varsity, junior varsity, and freshman games for Sherwood High School on Saturdays during the regular scheduled season.

At all other times said facilities should be made available to the City for scheduled use of the facilities. The City of Sherwood shall establish fees for scheduled use of the facilities by any and all individuals, groups, or businesses. Such fees shall be dedicated to the maintenance and upkeep of such facilities. The City of Sherwood Events and Recreation Department agrees to be the central scheduling agent for the aforementioned recreation and sports fields at all times.

SYNTHETIC TURF FIELD:

A cooperative scheduling will be executed by the City of Sherwood and the Sherwood School District. In this cooperative scheduling plan, the School District shall have priority usage of the following recreation and sports fields.

- A. The High School stadium field will be available to the school district during the fall sports season M-F 8 A.M to 10 P.M., during the winter sports season M-F 8 A.M. to 3:30 P.M., during the spring sports season M-F 8 A.M to 10 P.M., and for 7 calendar days at graduation. During the summer break, the cooperative scheduling plan will include any school district related sports camps or usage to be scheduled in advance in conjunction with the City of Sherwood. The purpose of this arrangement is to provide the district with priority scheduling of the fields, while maximizing the City's ability to generate rental income to be used for field replacement and depreciation.

Special consideration will be made at these facilities for varsity and junior varsity and freshman games for Sherwood High School on Saturdays during the regular scheduled season. The City should be notified of these types of considerations as far in advance as possible.

It should also be stated that any openings during fall, winter or summer seasons will be communicated to the City of Sherwood after activity schedules have been set by the Athletic Director to start the school year. As a part of the cooperative scheduling plan, the school district events will take priority during fall, winter, and summer seasons.

Clean up at these fields, including garbage disposal is the responsibility of the user. District for District events and City for City Scheduled events. Regular maintenance of these fields is the responsibility of the City of Sherwood as is all warranty work.

It is understood these fields have a 10-year replacement cycle. It will be the responsibility of the City of Sherwood to replace the fields.

As a part of the agreement with users on a rental basis, the use of stadium lights will be included in the rental agreement. All of the revenue generated from rental including the after dark charge will be designated to the depreciation/replacement fund. As part of the cooperative scheduling agreement, the City of Sherwood will need to have access to stadium light boxes and stadium press box facilities including scoreboard and public address system.

The school district will pay the electric bills generated by use of the stadium lights at the High School, and the City will be responsible for those charges plus all maintenance costs and fees at the Middle School.

It is vital that the cooperative scheduling plan be agreed to by both parties. Good communication between the Districts Athletic Director and the City of Sherwood's scheduling coordinator is essential for success.

The District may occasionally have access to utilize the soccer and baseball facilities at Sunset Park. These facilities are scheduled exclusively by the city and any use would need to be coordinated accordingly.

Section 4. INDOOR FACILITY USAGE: The School District shall have priority usage of the following gymnasiums and multi-purpose rooms during the hours of 8:00 am to 3:00 pm, Monday through Friday, during the regular academic school year, and as otherwise needed for the school events and programs:

- A. Archer Glen Elementary School Gymnasium
- B. Middleton Elementary School Gymnasium
- C. Clyde Hopkins Elementary School Gymnasium and Multi-purpose room
- D. Edy Ridge Elementary School Gymnasium

The School District shall have priority usage of the following gymnasiums during the hours of 8:00 am to 3:30 pm, Monday through Friday, during the regular academic school year, and as otherwise needed for school events and programs:

- A. Sherwood Middle School, Lower, and New Gymnasiums.
- B. Laurel Ridge Middle School Gymnasium

Modifications to these times are possible should Middle School athletics be re-instated.

At all other times said facilities should be made available to the City of Sherwood Events and Recreation Department for scheduled use of the facilities. The City of Sherwood shall establish fees for the scheduled use of the facilities by any and all individuals, groups, or businesses with the exception of churches. Such fees shall be dedicated to the upkeep and maintenance of the said facilities. The City agrees to be the central scheduling agent at all times, with the exception of churches, and will provide to the School District office a master schedule for each month, and to the individual schools a monthly schedule of events taking place at their individual location.

The School District agrees to provide a master key, and security code (specific to the City of Sherwood Events and Recreation Department) to the Director of Parks, and two assigned (by the Director of Parks) personnel to serve as gym monitors, and provide opening and closing responsibilities. The City of Sherwood will install a card lock system for stadium light switches and issue the cards. The Sherwood School District will be responsible for closing and securing the schools on week days (including Fridays) when school is in session, plus on Sunday mornings for community church services. The City of Sherwood Events and Recreation Department shall be responsible for providing opening and closing, and securing responsibilities at all other times.

Use of the gyms covered by this agreement by the school district during non-school days or parent teacher conferences will be communicated to the appropriate City staff at least thirty days in advance. If school facilities are closed early on such days, the school district will ensure that gyms and related facilities remain open for use by the City for normal facility use activities. If schools are closed due to weather, notice will be given to the City as soon as possible. The District will cooperate with the City to open facilities and prepare them for use if it is determined that gym facilities can be safely operated.

This agreement contemplates that any new facilities built by the school district will be added to the gyms space and other outdoor facilities available to the City for scheduling as soon as such facilities have been commissioned and are open for general use. Exact dates for scheduling purposes will be discussed and agreed upon by the City and the District. The City agrees to add such facilities to its maintenance activities and schedules per the terms of this agreement.

Section 5. FISCAL RESPONSIBILITIES:

In consideration of the costs of maintenance and administrative activities assumed by the City under this agreement, the District agrees to pay to the City \$54,022 for 2009-2010. Effective July 1, 2010 the District agrees to pay the City half of the costs incurred by the City. The District's one half cost for 2010/11 is estimated to be \$145,000. The City will provide an invoice with the actual costs of maintenance to the District on a quarterly basis beginning October 1, 2010. The District agrees to fund a reserve fund in the District's accounting system for the purpose of maintaining and replacing turf fields installed by the City on District property. Funding of the reserve will begin in 2008/09 and will be in the amount of \$27,500. The required contribution by the district to the reserve fund will increase by 5% per year. Contributions will also be made to the reserve fund by the City from turf field rental fees collected by the City. Contributions to the reserve fund by both the City and the District will be subject to appropriation in recognition of the annual budget process.

Reserve funds will only be used for major maintenance and replacement activities on City installed turf fields on District property. Such activities will be recommended by the City and must be mutually agreeable to both the City and the District. The District will account for the reserve funds, pay invoices for authorized work and will provide an accounting of all reserve fund transactions to the City by August 1 of each year.

Section 6. TERMS: The term of this Agreement shall be for the useful life of the facilities and equipment to be installed and maintained pursuant to this agreement, or twenty-five (25) years, whichever is longer, effective June 1, 2008. Either party may terminate this agreement

with 60 days written notice (or on the first Wednesday in February of each year, the parties shall either renew the Agreement for the following year by mutual agreement, or either party may on that date elect to terminate the Agreement, termination to be affective 60 days hence).

Section 7. PROPERTY INSURANCE: The School District will maintain property damage insurance or self-insure against loss in the amount of the replacement value of those facilities and equipment to be installed and maintained pursuant to this agreement on or within the confines of real property of the School District. The City of Sherwood will maintain property damage insurance or self-insure against loss in the amount of the replacement value of the facilities and equipment to be installed and maintained pursuant to this agreement on or within the confines of real property of the City.

Section 8. AGREEMENT MONITORING: The City of Sherwood and Sherwood School District representatives will meet on the first Tuesday in February of each year to discuss the operation of this agreement. A review of income, expenditures of revenue, operating procedures and potential scheduling changes will be discussed. A summary report will be provided to the Sherwood City Council and the Sherwood Board of Education around the operation of this agreement.

Should a dispute arise at any time during the course of this Agreement as to facility usage maintenance, or any other terms and conditions, the party raising the matter of dispute will inform the other party in writing, and District and City representatives will meet within 30 days of the date of the written notification to discuss possible resolution of the dispute.

Section 9. HOLD HARMLESS AND INDEMNIFICATION: The School District and the City of Sherwood agree that each party will assume all costs of defense, damages, and judgments for its own elected and appointed officials, agents and employees while acting within the scope of their duties, for all claims, demands, and causes of action of any kind or character, arising in favor of the party's own employees or third parties on account of personal injuries, death or damages in any way resulting from the acts or omissions of the party's own employees, agents, subcontractors or representatives under this agreement.

Section 10. ASSIGNMENT: The School District and the City of Sherwood agree that neither party will assign any portion of this Agreement without the written consent of the other. It is further agreed that said consent must be sought not less than thirty (30) days prior to the date of any proposed assignment.

Section 11. SEVERABILITY: The terms of this Agreement are severable and a determination by an appropriate body (agreed upon Arbitrator) having a jurisdiction over the subject matter of this agreement that result in the invalidity of any party, shall not affect the remainder of this agreement.

Section 12. INTERPRETATION: The terms and conditions of this Agreement shall be liberally constructed in accordance with the general purpose of this Agreement.

Section 13. AMENDMENTS: This Agreement shall be modified by the parties only in written agreement.

CITY OF SHERWOOD

SHERWOOD SCHOOL DISTRICT

By

By

Date

Date