

**CITY OF SALEM/SCHOOL DISTRICT 24J
COOPERATIVE FACILITY USE AGREEMENT**

This Cooperative Facility Use Agreement (“Agreement”) is entered into by and between Salem-Keizer School District 24J, an Oregon school district (“District”), and the City of Salem, an Oregon municipal corporation (“City”), collectively referred to herein as the “Parties,” and provides a framework for the cooperative and/or joint use by the Parties of their respective facilities for school and park functions and for the benefit of the community.

RECITALS

- A. The District is a public body engaged in providing educational services, including athletic opportunities, to its students and owns numerous educational facilities throughout the Cities of Salem and Keizer; and
- B. The City is a public body which owns numerous public facilities, including parks; and
- C. The District and the City desire to work cooperatively in the scheduling and use of their respective public facilities; and
- D. The Parties find that the performance of this Agreement is in the best interest of both the City and the District and that this undertaking will benefit the public.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits, promises and covenants set forth herein, the Parties do hereby agree as follows:

I. FACILITIES

- A. To facilitate the use of public facilities throughout the Salem-Keizer geographic area, the District and the City will make their respective public facilities available for use in accordance with the conditions set forth in this Agreement.
- B. District sites and facilities subject to this Agreement are listed in Attachment A which is attached hereto and incorporated herein by this reference and are collectively referred to herein as “District Facilities.”
- C. City sites and facilities subject to this Agreement are listed in Attachment B which is attached hereto and incorporated herein by this reference and are collectively referred to herein as “City Facilities.”
- D. Sites and facilities comprised of adjacent City-owned property and District-owned property subject to this Agreement are listed in Attachment C which is attached hereto and incorporated herein by this reference and are collectively referred to herein as “Joint Use Sites.” Joint Use Sites contain both a School District Site and a City Site as set forth in Attachment C.

II. DEFINITIONS

- A. Co-curricular: Outside of but complementing the regular District curriculum, and having an adult advisor employed by the District for the purpose of advising the co-curricular group and official activities of that group. The District is solely responsible for determining what is a Co-curricular activity or event.
- B. Co-sponsored Events: Individual events or activities in which the District or the City, through a joint arrangement with another agency, organization, or individual, ensures that appropriate liability coverage is provided and assists in one or more of the following ways:
 - 1. Coordination of the event or activity (scheduling the event does not constitute coordination);
 - 2. Funding;
 - 3. Planning; or
 - 4. Providing in-kind services.
- C. In session: School is considered "in session" whenever any school-based class or activity is occurring or is scheduled to occur, including but not limited to, before school hours, during regular school hours, after school, school day evenings and weekends. School-based class or activities are those directly conducted or supervised by District employees in the performance of their duties as an employee of the District. This would not include District employees while working as volunteers or employed by others.
- D. Sponsored Events: Individual events or activities which are directly coordinated, funded, and operated solely by either the District or the City.

III. PRIORITIES

- A. District Facilities
 - 1. First priority for the use of District Facilities shall be for District purposes and District Sponsored Events.
 - 2. Second priority for the use of District Facilities shall be for District Cosponsored Events and for programs approved by the District and sponsored by the Salem-Keizer Education Foundation (SKEF) to support after school academic and enrichment programs. This does not include youth sport programs, unless cosponsored by the District. Additionally, this does not include school age child care programs.
 - 3. Third priority for the use of District Facilities shall be for City Sponsored and City Cosponsored Events which are further prioritized in accordance with Attachment D, District Policy EBH-1, which is attached hereto and incorporated herein by this reference.

4. Fourth priority for the use of District Facilities shall be for events and programs by Salem and Keizer area community groups or agencies and further prioritized in accordance with the classifications found in Attachment D, District Policy EBH-1.
5. Fifth priority for the use of District Facilities shall be for events and programs by other community groups or agencies and further prioritized in accordance with the classifications found in Attachment D, District Policy EBH -1.

B. City Facilities

1. First priority for the use of City Facilities shall be for City Sponsored Events and City Cosponsored Events.
2. Second priority for the use of City Facilities shall be for District Sponsored Events and District Cosponsored Events.
3. Third priority for the use of City Facilities shall be for events and programs by other community groups or agencies, including SKEF youth sports programs.

C. Joint Use Sites

1. First priority for the use of Joint Use Sites shall be for District Sponsored Events.
2. Second priority for the use of Joint Use Sites shall be for City Sponsored Events.
3. Third priority for the use of Joint Use Sites shall be for District Cosponsored Events.
4. Fourth priority for the use of Joint Use Sites shall be for City Cosponsored Events
5. Fifth priority for the use of Joint Use Sites shall be for events and programs by other community groups or agencies meeting the following conditions:
 - a. Is an allowable school/park use; and
 - b. Does not restrict or prevent school program access to areas needed to carry out planned educational and co-curricular activities (e.g. field studies, PE classes, recess, sport team practices); and
 - c. Does not create a safety hazard, noise interference, or visual distraction having a negative impact on planned school activities.

IV. SUPERVISION

1. The District's Director of Facilities and Planning, or his/her designee, shall be the District representative responsible for the management of all District Facilities and School District Sites located at Joint Use Sites. The City's Recreation Services Supervisor, or his/her designee, shall be the City representative responsible for the management of all City Facilities and City Sites located at Joint Use Sites. The City Recreation Services Supervisor shall develop operating procedures as necessary to implement this Agreement, including, but not limited to the provision of scheduling, on-site supervision of facility use including definition of roles, provision of work instructions, training, and a complaint resolution process.
2. The "User Agency" is the party to this agreement that is using the other party's facilities. User Agency shall be responsible for supervision of any facilities during the hours of use by that agency. User Agency shall be solely responsible for the activities of its employees, volunteers and other agents and for training its respective employees, volunteers and other agents about the appropriate facility use rules, regulations, facility supervision, security, and safety procedures.

V. SCHEDULING

- A. The District and the City shall exchange their respective facility use requests ("Requests") on a quarterly basis beginning on the Effective Date of this Agreement. These Requests will be scheduled and adjusted quarterly to accommodate regular sports seasons.
- B. Requests shall be in writing and shall set forth the exact dates, times, and facilities requested. Requests shall also state the type of event(s) to be held and the amenities needed for the event(s).
- C. The District's Director of Facilities and Planning, or his/her designee, and the City's Recreation Services Supervisor, or his/her designee, shall meet at least quarterly to review supervision, scheduling, and facility use occurring under this Agreement.
- D. The District and City agree that the scheduling and allocation of all gymnasiums and ballfields and all City Facilities for organized community sports programs shall be the City's sole responsibility. Scheduling and allocation of District Facilities and Joint Use Sites located at or adjacent to the District's high schools, with the exception of McKay Park, shall be the responsibility of the District Facilities Department in collaborations with the respective high school's Athletic Director ("AD"). Scheduling and allocation of McKay Park facilities shall be the City's responsibility.
- E. Single Use Requests:
 1. Any use of District Facilities, City Facilities, or Joint Use Sites not included in a quarterly Request shall be treated as a "Single Use Request."

A Single Use Request must be submitted at least ten (10) business days in advance of the proposed use to the City for City Facilities and to the District for District Facilities and Joint Use Sites. A Single Use Request must be submitted on the appropriate application form.

2. Single Use Requests will be granted only if allotted time and space is available.

F. Event Types – Cancellation/Change in Availability Notification

1. Regular events, programs and activities that have been scheduled and deposits and fees paid, if applicable, shall have the requested facility confirmed for use in writing no less than ten (10) business days prior to the date of the event. An alternate facility acceptable to the user agency or group may be substituted prior to the written confirmation date.
2. Major events, such as regional or statewide conferences, may be scheduled by submitting an application and making required deposits up to one calendar year in advance and shall have the requested facility confirmed for use no less than twenty (20) business days prior to the date of the event.
3. Should an unforeseen circumstance occur which precludes the use of any requested City Facility, the City will seek to accommodate the scheduled event at an alternate City Facility. Should an unforeseen circumstance occur which precludes the use of any requested District Facility or Joint Use Site, the District will seek to accommodate the scheduled event at an alternate District Facility or Joint Use Site.
4. This notification procedure will not apply when any facility is not in normal or safe usable condition, not accessible due to weather or flooding, or in use for emergency operations or due to other situations which are beyond the control of the City or District.

VI. CHARGES AND FEES

- A. The District agrees to provide District Facilities and Joint Use Sites to the City at no charge, except as set forth in Sections VII, VIII, IX, and XI of this Agreement.
- B. The City agrees to provide City Facilities and Joint Use Sites to the District at no charge, except as noted in Sections VII, VIII, IX and XI of this Agreement.
- C. The City agrees to distribute sixty percent (60 %) of all fees collected related to the activities of this Agreement to the District Facilities and Planning Department. Payment will be made quarterly.

VII. KEYS

- A. The District and the City agree to exchange keys and security codes to facilities as appropriate to assure community access to programs. Keys should include access to restrooms and gates in compliance with fire codes and equal access laws.

- B. When keys are checked out, after approval by the appropriate District supervisor or City supervisor, each jurisdiction will have regulations and a control system for the use of keys to their facilities.
- C. In the event of loss or theft of keys, it may be determined that a facility needs to be rekeyed. The jurisdiction responsible for the lost or stolen key(s) shall reimburse the other jurisdiction for the cost of rekeying the facility.
- D. Keys exchanged or checked out pursuant to this Agreement are not to be reproduced for any reason.

VIII. MAINTENANCE

- A. User Agency will be responsible for pre-occupancy preparations such as documentation of current conditions and set-up, moving of movable partitions and furnishings as required for the event.
- B. User Agency will be responsible for post-occupancy inspection and restoration of the facility to pre-use conditions, including cleaning and trash removal. All facilities used will be returned to the condition and set-up which preceded use. Post-occupancy restoration will include support spaces such as restrooms, corridors and site. Should post-occupancy restoration of the facility not be fully accomplished to pre-occupancy conditions resulting in costs or staff time being expended by Owning Agency, the costs will be tracked and billed to the User Agency.
- C. User Agency shall document in writing any damages observed during its post-occupancy inspection. This damage report shall be submitted to Owning Agency as soon as practical but no later than three (3) business days after the date of use by User Agency. Damages affecting post-occupancy use by others shall be reported to the Owning Agency immediately after the post-occupancy inspection. The damage report shall include a description of the damage and the estimated and/or fixed costs of repairs or property replacement as determined by User Agency.
- D. User Agency may request custodial or other services from the Owner Agency in advance of an event. Any services provided shall be at User Agency's sole cost.
- E. Depreciation and normal wear and tear of facilities shall be the responsibility of the Owner Agency.

IX. EQUIPMENT

- A. The District and the City must agree upon the quantity and quality of equipment to be used for any event.
- B. If damage or loss occurs to the equipment, the post-occupancy inspection shall document in writing any damages observed and submitted to Owning Agency as soon as practical, but no later than three (3) business days after the date of use.

Damages affecting post-occupancy use by others shall be reported to the Owning Agency immediately after the post-occupancy inspection. The damage report shall include a description of the damage and estimated and/or fixed costs of repairs or property replacement.

- C. When possible, storage space will be provided at a subject facility for equipment for ongoing programs.

X. INDEMNIFICATION

- A. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the City shall defend, save, hold harmless and indemnify the District and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the activities of the City or its officers, employees, or agents under this Agreement.
- B. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the District shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the activities of the District or its officers, employees, or agents under this Agreement.

XI. INSURANCE

The Parties agree that each shall obtain and maintain in full force at all times during the term of this Agreement, a policy of general liability insurance with liability limits of at least **\$2,000,000** (two million dollars), which names the other Party, its officers, agents, and employees as additional insureds. As governmental bodies, the Parties may fulfill this insurance obligation through a program of self- insurance, provided that the self-insurance program complies with all applicable laws and provides insurance coverage equivalent to both type and level of coverage to that listed in this subsection.

XII. GENERAL TERMS

- A. This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County. Each Party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate the choice of venue made in this section.
- B. In the event any term or provision of this Agreement shall be held to be invalid and unenforceable by a court of competent jurisdiction, the remaining portions shall be valid and binding upon the Parties.

- C. The Parties agree to observe and comply with all applicable laws, ordinances, rules, regulations, and executive orders of the federal, state and local government now existing or hereinafter in effect which may in any manner affect the performance of this Agreement.
- D. The Parties agree that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by either Party. The Parties further agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- E. This Agreement may not be altered, modified, supplemented, or amended in any manner whatsoever except by mutual agreement of the Parties set forth in writing and executed with the same formalities as this Agreement.

XIII. NOTICES

Any notice provided for under this Agreement shall be sufficient if in writing and (1) delivered personally to the other party; (2) deposited in the U.S. Mail, postage prepaid, sent certified with return receipt requested; or (3) sent overnight by commercial courier. Notice shall be sent to the following address or to such other address as each Party may specify in writing:

If to the District: Michael D. Wolfe, Chief Operations Officer, 2450
Lancaster Drive NE, PO Box 12014, Salem, Oregon 97309

If to the City: Becky George, Recreation Services Supervisor,
555 Liberty Street SE, Room 325, Salem, Oregon 97301

Any notice delivered by personal delivery shall be deemed to be given upon actual receipt. Any notice sent by United States mail shall be deemed to be given five (5) days after mailing. Any notice sent by overnight courier shall be deemed to be given five (5) days after dispatch.

XIV. PROVISIO

The Chief Operations Officer of the District and the City Manager may, if they deem it advisable, develop and establish written rules and procedures in order to implement, clarify, or in any other manner carry out the purposes and intent of this Agreement.

A joint customer service survey will be developed and implemented annually to establish a cycle of continuous improvement.

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ATTACHMENT A

School District Sites:

#	SITE	TYPE	ADDRESS
1	Central Services	AD	3630 State St.
2	Lancaster Professional Center	AD	2450 Lancaster Drive NE
3	Paulus Administration Building	AD	1309 Ferry St. SE
4	Reprographics Building	AD	1310 Ferry St. SE
5	Support Services	AD	2575 Commercial St. SE
6	Transportation Center	AD	998 Hawthorne Ave. NE, 97301
7	Auburn	ES	4612 Auburn Rd. NE, 97301
8	Baker	ES	1515 Saginaw St. S, 97302
9	Battle Creek	ES	1640 Waln Dr. SE
10	Brush College	ES	2623 Doaks Ferry Rd. NW, 97304
11	Candalaria	ES	935 Hansen Ave. S, 97302
12	Chavez	ES	2400 Walker Rd. NE
13	Clear Lake	ES	7425 Meadowglen St. N, 97303
14	Cummings	ES	613 Cummings Ln. N, 97303
15	Eyre	ES	4868 Buffalo Dr. SE, 97301
16	Forest Ridge	ES	7905 June Reid Place NE, 97303
17	Four Corners	ES	500 Elma Ave. SE, 97317-5621
18	Gubser	ES	6610 14th Ave. NE, 97303
19	Hallman	ES	4000 Deerhaven Dr.
20	Harritt	ES	2112 Linwood St. NW
21	Hayesville	ES	4545 Ward Dr. NE, 97305
22	Highland Elem. School Parking Lot	ES	2210 5th St. NE
23	Kalapuya	ES	2085 Wilmington Ave. NW
24	Keizer	ES	5600 McClure St. N, 97303
25	Kennedy	ES	4912 Noren Ave. NE, 97303
26	Lamb	ES	4930 Herrin Rd. NE
27	Liberty	ES	4871 Liberty Rd. S, 97306
28	Miller	ES	1650 46th Pl. SE
29	Morningside	ES	3513 12th St. SE, 97302
30	Myers	ES	2160 Jewel St. NW, 97304
31	Salem Heights	ES	3495 Liberty Rd. S, 97302
32	Schirle	ES	4875 Justice Way S, 97302
33	Scott	ES	4700 Arizona Ave. NE, 97305
34	Swegle	ES	4485 Market St. NE, 97301
35	Washington	ES	3165 Lansing Ave. NE, 97303

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Joint Use Sites:

#	School District Site	Acres	City Site	Acres
1	Bush Elementary 410 14th St. SE	2.79	Aldrich Park	1.75
2	Chapman Hill Elementary 1500 Doaks Ferry Rd. NW	8.00	Chapman Hill School Park	5.88
3	Crossler Middle 1155 Davis Rd. S		Secor Park	
4	Englewood Elementary 1132 19th St. NE	1.97	Englewood Park	6.96
5	Grant Elementary 725 Market St. NE	2.65	Grant School Park	0.95
6	Hammond Elementary 4900 Bayne St. NE	8.10	Hammond Park	0.95
7	Highland Elementary 530 Highland Ave. NE	2.16	Highland School Park	4.88
8	Hoover Elementary 1104 Savage Rd. NE	8.11	Hoover School Park	4.11
9	Judson Middle 4512 Jones Rd. SE	19.35	Carson Springs Park	0.32
10	Lee Elementary 5650 Venice St. SE	6.82	Lee School Park	3.80
11	McKay High 2440 Lancaster Dr. NE	39.92	McKay School Park	17.40
12	McKinley Elementary 466 McGilchrist St. NE	2.62	McKinley School Park	1.04
13	Pringle Elementary 5500 Reed Lane SE		Wes Bennett Park	
14	Richmond Elementary 466 Richmond Ave. S	2.38	Richmond School Park	1.29
15	Sprague High 2372 Kuebler Blvd. S	32.15	Sprague-Skyline Park	45.66
16	Stephens Middle 4962 Hayesville Dr. Yoshikai Elementary 4900 Jade St. NE	29.95	Stephens-Yoshikai School Park	17.05
17	Sumpter Elementary 525 Rockwood St. SE	13.93	Sumpter School Park	0.56
18	West Salem High 1776 Titan Dr. NW	47.95	West Salem High School Park	6.92

USE OF DISTRICT FACILITIES

1. The School Board will allow the use of District facilities by community groups or organizations to the fullest possible extent.
2. Community use of District facilities should not create a negative fiscal impact on the District.
3. The Fee Schedule for Use of School District Facilities will be approved by the Board and will be based on the goal to make District support and coordination for community use of District facilities as self-supporting and revenue neutral as possible.
4. The following classification schedule establishes priority for the use of District facilities by community groups and organizations, with Class A having the highest priority.
 - 4.01 Class A--District and District-related organizations for the purpose of conducting District sponsored and/or co-sponsored activities.
 - 4.01.01 District and District-related organizations include, but are not limited to, parent clubs, advisory committees appointed by the School Board, Local School Advisory Committees, boosters, staff meetings, business partners, staff wellness activities, and professional development.
 - 4.01.02 District co-sponsored activities include those conducted under special agreement with the City of Salem, Chemeketa Community College, and other agencies, groups, and organizations.
 - 4.02 Class B--Non-profit and government organizations for the purposes of conducting youth activities and services for school-aged children.
 - 4.02.01 Class B youth-serving organizations include youth sports teams when participating in a local league during its regular season, and sponsored by an approved youth-serving organization.
 - 4.02.02 Activities must be non-commercial and restricted to youth participation.
 - 4.03 Class C--Nonprofit and government organizations for the purposes of conducting activities and services for adults, or mixed audiences of adults and youth.
 - 4.03.01 Public and private nonprofit educational institutions for the purpose of conducting an educational program
 - 4.03.02 Public associations fostering community partnerships such as neighborhood associations or community progress teams.
 - 4.03.03 Faith community activities such as church services and ministry groups.
 - 4.04 Class D--For-profit organizations, private, or nonprofit groups conducting business, private or fundraising activities include:
 - 4.04.01 Family or company social functions such as receptions, parties, reunions or celebrations.

- 4.04.02 Partisan or political activities.
- 4.04.03 Private, nonprofit events for which admissions are charged.
- 4.04.04 Any commercial activity.

5. The Superintendent shall develop administrative rules to implement this policy.

LEGAL REFERENCE: ORS 332.105, 332.172.