

RESOLUTION NO. 1211

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A USE AGREEMENT WITH REYNOLDS LITTLE LEAGUE FOR THE USE OF BALL FIELDS AT COLUMBIA PARK.

WHEREAS, an Agreement is prepared that describes the obligations of the City and Reynolds Little League concerning use and development of baseball fields and related facilities at Columbia Park; and

WHEREAS, Reynolds Little League is contributing funds and labor for constructing and maintaining the ballfields; and

WHEREAS, the City will be obligated to construct two ballfields, and two bleachers, subject to available funds; and

WHEREAS, the City gives Reynolds Little League priority use of the ballfields and bleachers for conducting baseball games during the Reynolds Little League baseball season , March 1 through August 31 of each year; and

WHEREAS, the City will provide electricity, garbage collection, water and sewer service to the property; and

WHEREAS, the City shall arrange for mowing the outfield, and provide access to the electrical panel and irrigation controls of the fields during Reynolds Little League baseball season; and

WHEREAS, the City and Reynolds Little League shall coordinate scheduling for reasonable uses of the property.


THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

That the Mayor is authorized to enter into the agreement (Exhibit 1) with Reynolds Little League.

YEAS: 6
NAYS: 0
ABSTAINED: 0 NE



Paul Thalhofer, Mayor



George Martinez, City Recorder
Adopted: 10-24-95

Date: 10-26-95

Exhibit 1

AGREEMENT

This Agreement is between the City of Troutdale, an Oregon municipal corporation ("City") and the Reynolds Little League Association, an Oregon nonprofit incorporated association ("RLL"). The purpose of the Agreement is to set out the obligations of the parties concerning use and development of baseball fields and related facilities at Columbia Park in Troutdale.

The City and RLL agree as follows:

1. Area Subject to Joint Use: The area which is the subject of this Agreement is portions of Columbia Park. Columbia Park is located on Cherry Park Road in Troutdale. The portion of the Park which is covered by this Agreement is described on Exhibit A (the "Property"). The Property will be used for baseball fields and related facilities.
2. Obligations of City. City is obligated as follows, subject to its annual appropriations and budgeting process:
 - 2.1 Construction of Ballfields. Subject to available funding and appropriation of funds for that purpose, City will construct two little league regulation ballfields, with two bleachers, on the Property. If the City builds additional facilities, this Agreement may be modified to include the use and operation of those facilities.
 - 2.2 Priority in Use of Property. City gives RLL use of the Property for conducting baseball games during the RLL baseball season. As used herein, the "RLL baseball season" means March 1 through August 31 of each year. This priority of use allows RLL first option to use the Property for baseball. Other persons wanting to use the Property for any purpose during the RLL baseball season would have secondary priorities. City shall schedule and coordinate use of the Property.
 - 2.3 Provision of Services to Property. City will provide electricity, garbage collection (including refuse cans and dumpsters), water, and sewer service to the Property during the RLL baseball season. City shall arrange for and pay one-half the cost of providing three temporary public toilets to the Property during RLL baseball season. City will mow the outfield at least once each week during the RLL baseball season. City will irrigate and maintain the outfield in the same manner as the remainder of Columbia Park is maintained and irrigated. City will provide RLL with access to the electrical panel and irrigation controls for the Property.
3. Obligations of RLL. RLL is obligated as follows:
 - 3.1 Payment of Money and In-Kind Services. On or before _____ RLL shall pay City the sum of \$15,000. City acknowledges that \$1,000 of this sum has already been paid. RLL also agrees to provide volunteer services to assist in the construction of the ballfields on the Property during 1995-1996.
 - 3.2 Support Government Funding. RLL shall support City application for funding from the Land and Water Conservation Fund for construction of the ballfields. On demand from the City RLL will take any action reasonably necessary to obtain these funds.
 - 3.3 Maintenance and Repair of Facilities. RLL shall repair and maintain the infield and bases of any baseball field constructed on the Property, including mowing the infield grass and adding soil or sand needed for the functioning of the ballfield. During the RLL baseball season, RLL shall remove and dispose of all litter and garbage on the Property and keep the Property in a clean and safe condition.
 - 3.4 Scheduling Other Uses of Property. RLL shall provide a schedule of days and time of use prior to the season start. Other users and reasonable uses of the Property, consistent with RLL's own use, during the RLL

baseball season will be scheduled by the City with a permit process. The City shall require any user of the Property to leave the Property in good condition and repair, including removal of litter and debris from the Property when the use is completed.

3.5 Provision of Public Facilities. During the RLL baseball season, RLL will pay one-half the cost of providing three temporary public toilets for public use on the Property.

3.6 Hold Harmless. RLL shall indemnify and hold City and its officers, employees, volunteers and agents, harmless from and against all claims of every nature or kind for or on account of the use of the Property by RLL under this Agreement.

3.7 Insurance. RLL will maintain public liability and property damage insurance, including bodily injury, property damage, and personal injury insurance, covering only RLL's sponsored activities on the Property during the RLL baseball season. This insurance shall cover all claims which might arise from operations and activities under this Agreement or pertaining to RLL activities directly and shall carry the City as an "Additional Insured." The insurance will be with a carrier allowed to transact business in Oregon and shall have a minimum liability limit of \$500,000 for any one occurrence. This insurance shall provide a minimum 30 day written notice of cancellation or non-renewal to the City. A certificate of insurance showing this coverage will be submitted to the City and is subject to the approval of the City's Finance Director and City Attorney.

4. Improvements. RLL may make temporary or permanent improvements to the Property only with permission of the City. The City gives permission to provide a storage container for RLL equipment during the RLL baseball season. The City shall approve the type and placement of storage containers. All improvements to the Property shall be constructed consistent with all local and state legal requirements. Any improvement is the property of the City.

5. Term. This Agreement becomes effective on the date it is signed by both parties and will continue for a ten year term which shall begin on the date the first baseball game or practice game is played by RLL on the property.

6. Annual Review and Termination of Agreement. After the conclusion of each annual RLL baseball season, not later than December 31st of the season year, RLL and City shall conduct a mutual review of this Agreement. Within sixty (60) days after each such mutual review, City shall be permitted to modify or terminate the Agreement if the City determines, at its discretion, that such modification or termination is in the public interest. In the event City elects to terminate the Agreement before the end of the ten year term set forth in Section 5, City agrees to refund to RLL a pro-rata portion of the \$15,000 paid by RLL under Section 3.1 based on the percentage of the ten year term remaining. This Agreement may also be terminated by either party for a material breach of its terms. The non-defaulting party shall give a written notice of default and opportunity to cure at least 30 days before terminating the Agreement for cause. Upon termination, RLL shall remove all of its equipment from the Property and leave the premises in good order and repair.

7. Entire Agreement. This Agreement is the entire agreement between the parties. Except as provided in Section 6, any modification to this Agreement must be in writing and approved by both parties.

8. No Partnership. RLL and the City are not partners or joint venturers. Neither party is responsible for the actions of the other in the use of the Property.

9. Anti-Assignment. This Agreement may not be assigned by RLL without the written consent of the City.

10. Public Contracts Requirements: Anti-Discrimination. To the extent applicable, RLL agrees to comply with the provisions of ORS 279.310 to 279.320, relating to mandatory provisions in public contracts relating to payment of laborers, payment of claims, environmental and natural resources laws and other matters, which statutes are incorporated herein. RLL agrees not to discriminate in the scheduling or use of the Property against persons on the

basis of race, religion, color, national origin, sex, age, marital status, disability or political affiliation.


11. Authority to Execute Agreement. This Agreement shall be approved by an ordinance of the Troutdale City Council. RLL represents that person signing the Agreement on its behalf has authority to sign the Agreement.

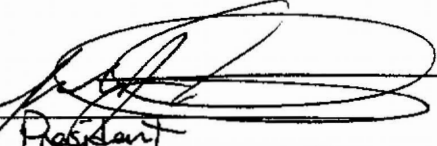
12. Cooperation in Parks Planning. City will cooperate with RLL in the planning for Columbia Park and design and construction of improvements to the Property. City will give RLL notice of public meetings in its parks planning process, presently scheduled for January through December, 1995.

DATED this 1st day of Nov, 1995.

City of Troutdale

Reynolds Little League Association

By: 
Title: Mayor

By: 
Title: President