

RESOLUTION NO. 1343

A RESOLUTION AMENDING AN AGREEMENT WITH REYNOLDS LITTLE LEAGUE.

WHEREAS, the City entered into an agreement with Reynolds Little League Association on November 1, 1995 setting obligations of the parties concerning use and development of the baseball fields and related facilities at Columbia Park; and,

WHEREAS, paragraph 3.1 of that agreement stipulates Reynolds Little League's obligation to pay the sum of \$15,000 along with providing in-kind services to assist in the construction of the ballfields; and,

WHEREAS, paragraph 6 of that agreement obligates the City to refund, under certain conditions, a pro-rata portion of the \$15,000 payment if the City elects to terminate the agreement before the end of the term of the agreement; and,

WHEREAS, Reynolds Little League has procured materials and in-kind services that exceeds the value of the \$15,000 it is required to make as a cash donation and;

WHEREAS, Reynolds Little League and the City wish to amend the agreement to reflect the materials and in-kind services provided in lieu of the required \$15,000 cash payment;

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE

The Mayor is authorized to sign the attached amendment (Attachment) to the agreement with Reynolds Little League dated November 1, 1995.

YEAS: 7
NAYS: 0
ABSTAINED: 0


Paul Thalhofer, Mayor

Dated: AUGUST 13, 1997


George Martinez, City Recorder

Adopted: AUGUST 12, 1997

AGREEMENT AMENDMENT

Paragraphs 3.1 and 6 of that agreement between the City of Troutdale and Reynolds Little League Association entered into on November 1, 1995 are amended to read as follows:

3.1 Payment of Money and In-Kind Services. On or before April 30, 1997 RLL paid the City the sum of \$8,954.86. RLL also agreed to purchase and install bleachers and backstop for \$6,045.14. RLL also agrees to provide volunteer services to assist in the construction of the ballfields on the Property during 1995-1997. Fence donations valued at \$15,000 are installed around the ballfields.

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 \$8,954.86 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.

Dated this _____ day of _____, 1997.

City of Troutdale

Reynolds Little League Association

By: _____

By: _____

Title: _____

Title: _____