

RESOLUTION NO. 1344

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A USE AGREEMENT WITH ROCKWOOD/REYNOLDS SOCCER CLUB FOR THE USE OF THE SOCCER FIELD AT COLUMBIA PARK.**

**WHEREAS**, an Agreement is prepared that describes the obligations of the City and Rockwood/Reynolds Soccer Club concerning use and development of the soccer field and related facilities at Columbia Park; and

**WHEREAS**, Rockwood/Reynolds Soccer Club is contributing funds and labor for constructing and maintaining the soccer field; and

**WHEREAS**, the City gives Rockwood/Reynolds Soccer Club priority use of the soccer field for conducting soccer games during the Rockwood/Reynolds Soccer Club soccer season, August 1 through November 30 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 field, and provide irrigation of the field during Rockwood/Reynolds Soccer Club soccer season; and

**WHEREAS**, the City and Rockwood/Reynolds Soccer Club shall coordinate scheduling for reasonable use of the property.

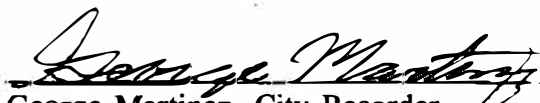
**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE**

That the Mayor is authorized to enter into the agreement (Attachment 1) with Rockwood/Reynolds Soccer Club.

YEAS: 7  
NAYS: 0  
ABSTAINED: 0

  
Paul Thalhofer, Mayor

Date: AUGUST 13, 1997

  
George Martinez, City Recorder  
Adopted: AUGUST 12, 1997

## Attachment 1

### AGREEMENT

This Agreement is between the City of Troutdale, an Oregon municipal corporation ("City") and the Rockwood/Reynolds Soccer Club, an Oregon nonprofit incorporated association ("RRSC"). The purpose of the Agreement is to set out the obligations of the parties concerning use and development of soccer fields and related facilities at Columbia Park in Troutdale.

The City and RRSC 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") in paragraph and area "F".. The Property will be used for soccer 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 Soccer Fields.** Subject to available funding and appropriation of funds for that purpose, City will complete construction of one soccer field, 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 RRSC use of the Property for conducting soccer games during the RRSC soccer season. As used herein, the "RRSC soccer season" means August 1 through November 30 of each year. Additional dates for scheduling winter classic and recreation team practice and play are subject to field conditions. This priority of use allows RRSC first option to use the Property for soccer. Other persons wanting to use the Property for any purpose during the RRSC soccer season would have secondary priorities. City shall schedule and coordinate use of the Property. The city management objective is to provide as much use opportunity as possible while at the same time protecting the field from excessive damage.
  - 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 RRSC soccer season.. City will mow the field at least once each week during the RRSC soccer season. City will irrigate and maintain the field in the same manner as the remainder of Columbia Park is maintained and irrigated.
3. **Obligations of RRSC.** RRSC is obligated as follows:
  - 3.1 **Payment of Money and In-Kind Services.** On or before \_\_\_\_\_ RRSC shall pay City the sum of \$7,000 cash. In addition, RRSC agrees to provide volunteer services to assist in the construction of the soccer field on the Property during 1997-1998. Capital equipment such as fence or irrigation system may be donated in lieu of cash upon approval by the City Council.
  - 3.2 **Support Government Funding.** RRSC shall support City application for funding from the Land and Water Conservation Fund for construction of the fields. On demand from the City RRSC will take any action reasonably necessary to obtain these funds.
  - 3.3 **Maintenance and Repair of Facilities.** RRSC shall repair and maintain the field and goals of any field constructed on the Property, including supplying the goals, adding seed or material needed for the functioning of the field. During the RRSC soccer season, RRSC shall remove and dispose of litter and garbage at each RRSC function on the Property and keep the Property in a clean and safe condition. The property is defined as the soccer field and associated parking area and the area around and in the restrooms. Litter shall be collected and placed in the trash receptacles. When the receptacles are full, the full plastic bag liner shall be deposited in the dumpster on site.

An empty liner shall then be placed in the receptable. A supply of liners will be made available from the city to RRSC.

3.4 Scheduling Other Uses of Property. RRSC 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 RRSC's own use, during the RRSC soccer 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 RRSC soccer season, RRSC will check and and monitor the public restrooms upon arrival and departure of each practice or game. Problems found shall be reported to park staff.

3.6 Hold Harmless. RRSC 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 RRSC under this Agreement.

3.7 Insurance. RRSC will maintain public liability and property damage insurance, including bodily injury, property damage, and personal injury insurance, covering only RRSC's sponsored activities on the Property during the RRSC soccer season. This insurance shall cover all claims which might arise from operations and activities under this Agreement or pertaining to RRSA 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. RRSC 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 RRSC equipment during the RRSC soccer 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 soccer game or practice game is played by RRSC on the property.

6. Annual Review and Termination of Agreement. After the conclusion of each annual RRSC soccer season, not later than December 31st of the season year, RRSC 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 RRSC a pro-rata portion of the \$7,000 cash paid by RRSC 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, RRSC 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. RRSC 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 RRSC without the written consent of the City.

10. Public Contracts Requirements: Anti-Discrimination. To the extent applicable, RRSC 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. RRSC 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 the Troutdale City Council. RRSC represents that person signing the Agreement on its behalf has authority to sign the Agreement.

12. Cooperation in Parks Planning. City will cooperate with RRSC in the planning for Columbia Park and design and construction of improvements to the Property. City will give RRSC notice of public meetings in its parks planning process.

DATED this 22 day of August, 1997.

City of Troutdale

Rockwood/Reynolds Soccer Club

By:  By:   
Title: Mayor Title: President