

Memorandum of Understanding
Delta Park Development and License Agreement

DATED: June 12th 2013 (the "Effective Date")

1. PARTIES. The parties to this Memorandum of Understanding (MOU) are:

- 1.1 City of Portland, Parks and Recreation (PP&R);
- 1.2 Peregrine Sports, LLC (Portland Timbers); and
- 1.3 Delta Development, LLC.
- 1.4 The parties to this MOU shall be hereafter referred to as "The Parties."

2. SUBJECT

- 2.1 The subject of the MOU is the construction and use of one artificial turf multi-use, lighted athletic field (The Field), Field 9, with an adjacent building including field support program space, bathrooms and locker rooms, located at Delta Park, Portland, Oregon, as set forth by the terms generally described in this MOU. The intent is complete construction of the Field by September 2013 and a building including field support program space, bathrooms and locker rooms by Spring 2014.
- 2.2 At the option of Portland Timbers, a second phase of improvements is the redevelopment of Strasser Field at Delta Park, terms to be negotiated. If this option is pursued, the intent is to begin the permitting process for this second phase of work in the Fall of 2013 and conclude the new improvements by May 2014.
- 2.3 In this MOU, the projects to construct Field 9 and renovation of Strasser Field and all associated structures and improvements shall be generally referred to as "The Project." Exhibit A is a conceptual drawing of the project.

3. AGREEMENT

- 3.1 PP&R owns the land in Delta Park and will own all improvements upon completion of The Project. PP&R agrees to perform day-to-day maintenance of all existing and new improvements, and to ensure all fields, structures and improvements, upon completion of The Project are maintained to the same level as other similar properties owned by PP&R, and grant the other Parties to this MOU usage of the new improvements subject to the terms of this MOU.
- 3.2 Portland Timbers and PP&R agree to contribute funds toward the construction of the Project as described in this MOU.

3.3 At Portland Timbers' option, Delta Development LLC, agrees to manage the construction of the projects subject to the terms of this MOU and subject to the terms and conditions of an agreement with PP&R and Portland Timbers.

3.4 This MOU is not a binding legal document. Rather, this MOU sets forth the current understandings of the parties that form the basis for negotiations for a binding agreement to be completed by July 1, 2013, which will serve as a Development Agreement, and for a License Agreement.

3.5 This MOU may only be amended by written agreement signed by all the Parties.

4. TERM OF MOU

4.1 This MOU is effective on the Effective Date and shall remain in force unless terminated in accordance with Section 4.2. This MOU will terminate automatically upon the execution of a binding Development Agreement and a License Agreement between the Parties.

4.2 Either party may terminate this MOU by giving written notice of intent to terminate. In the event of termination, each party shall be solely responsible for its own expenses incurred during the term of the MOU.

5. FINANCIAL CONTRIBUTIONS TO COST OF CONSTRUCTION

5.1 It is anticipated by the Parties that the cost of Field 9 with field support program space, bathrooms and locker rooms is estimated at \$1,200,000.

5.2 PP&R agrees to conduct reviews during project implementation to ensure the project meets the City's specifications for design and construction.

5.3 PP&R agrees to contribute \$100,000 to the cost permitting, design and construction of the project. All additional costs of Field 9 with the adjacent building improvements, including but not limited to the permitting, design, land use, and construction costs of the Project will be paid by Portland Timbers. At the completion of Field 9 and the adjacent building, if the overall cost is less than \$1,200,000, PP&R and Portland Timbers will share in the reduced cost proportionally to their overall contribution to the project. PP&R will receive 12% of the savings and Portland Timbers will receive 88% of the savings.

5.4 It is the intent of PP&R to make available the newly constructed Field 9 and the bathroom and locker rooms to other community sports organizations for the benefit of the entire community when Portland Timbers is not using the Field.

5.5 All onsite sponsorship recognition and signage shall require PP&R approval

prior to installation. 25% of all net revenue derived from onsite sponsorship signage shall be paid to PP&R. Net revenue shall be calculated based on the total sponsorship cash value minus the cost of installation of any onsite signage.

6. CONSTRUCTION OF THE PROJECT

6.1 Portland Timbers and PP&R will enter into a contract with Delta Development, LLC, for the permitting, design and construction of The Project.

6.2 The Engineer of record for Field 9 and adjacent building shall be PBS, PE project manager, and David Bissett Architect PC.

6.2.1 PE project manager shall have responsibility for:

6.2.1.1 The design, including permit and builders plans and specifications, and permitting of the project;

6.2.1.2 Bid and submittal review; and

6.2.1.3 Inspections during construction.

6.3 It is the intent of the parties that Delta Development, LLC, will hire a construction manager to represent the LLC during design, permitting and construction of The Project.

6.4 COMPLETION, WARRANTY TRANSFER

6.4.1 Upon completion, any warranty issued by the turf manufacturer or contractor shall be issued in the name of City of Portland, Portland Parks & Recreation or shall be transferred or assigned to them.

6.5 Delta Development, LLC, agrees to pay Prevailing Wage Rates during the time of construction of The Project as defined by the Oregon Bureau and Labor Industry.

7. USE OF THE FIELD AND Building Space

7.1 Portland Timbers shall have the right to use Field 9 with bathrooms and locker rooms pursuant to a Schedule of Usage attached to this MOU as Exhibit B. Portland Timbers shall have the right to use Field 9 with bathrooms and locker rooms up to 2,000 hours a year for the life of the Field. Portland Timbers' schedule of use will be agreed upon on annual basis and mutually agreed upon between PP&R and Portland Timbers'. It will be the intent of Portland Timbers' and PP&R to agree upon a schedule that will promote the use of Field 9 that will mutually benefit Portland Timbers' and the public, including prioritizing the dates and times of historically scheduled tournaments and tournaments that will benefit the entire facility. These rights and the rights of use of the building shall be incorporated into

the License Agreement that the Parties will enter into.

7.2 By mutual agreement of PP&R and Portland Timbers, the schedule of usage may be changed at any time. Any changes to the Schedule of Usage must be put in writing and distributed to all Parties in writing.

7.3 Portland Timbers shall have exclusive use of the field support program space in the building.

7.4 No party shall interfere with or restrict the right of usage of another party to this MOU.

7.5 The rights of use stated in the License Agreement, will remain in effect until the end of the useful life of Field 9. At any time, the Parties to this MOU may jointly determine and agree that Field 9 has reached the end of its useful life. If The Parties cannot agree that Field 9 has reached the end of its useful life, The Parties shall share the cost of hiring a third-party to investigate the Field's condition and determine whether Field 9 has reached the end of its useful life.

7.6 Portland Timbers shall have the exclusive option to renew their License Agreement for use of the fields and adjacent building with PP&R upon the end of the useful life of Field 9 by giving PP&R notice of intent to renew and replace the artificial turf, at Portland Timbers' sole cost.

7.5.1 If Portland Timbers chooses not to exercise their option; Portland Timbers' usage of The Field and adjacent building shall revert back to PP&R.

8. MAINTENANCE AND UTILITIES

8.1 Upon completion and opening of Field 9 and The Project for use, PP&R shall be responsible for all day-to-day maintenance. PP&R shall also maintain all necessary utility services to The Project and The Field.

8.2 PP&R shall pay all utilities, however upon substantial completion and opening of Field 9 and the adjacent building, the Parties agree to individually pay for the cost of lighting for fields during their use and their own share of janitorial and utilities associated with use of the building. PP&R shall bill each party separately for their time of use of the lights, janitorial and other utilities.

9. INSURANCE

9.1 PP&R shall maintain property and casualty insurance coverage on all new improvements in amounts equal to insurance coverage maintained on other PP&R athletic facilities. Portland Timbers will also provide insurance coverage for their usage as required of other sports field users and users of PP&R facilities by PP&R.

In witness whereof, the parties have executed this MOU to be effective on the Effective Date.

City of Portland, Portland Parks & Recreation

By: _____

Title: _____

Date: _____

Peregrine Sports, LLC

By: _____

Title: Owner & President

Date: 6-12-13

Delta Development, LLC

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

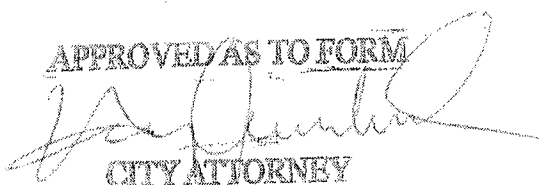

CITY ATTORNEY

Exhibit A

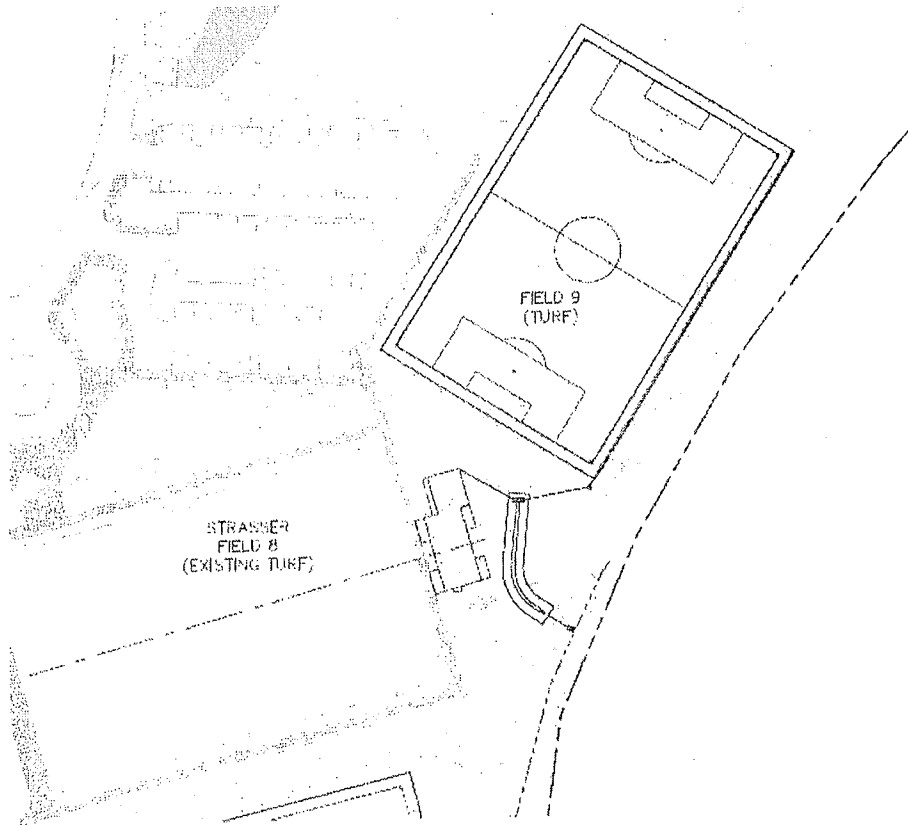


Exhibit B

Field #9			
Month	Day	Time	Hours
January	Monday	5pm-10pm	20
January	Tuesday	5pm-10pm	20
January	Wednesday	5pm-10pm	25
January	Thursday	5pm-10pm	25
January	Friday	5pm-10pm	5
January	Saturday	8am-8pm	12
January	Sunday	8am-8pm	12
January	Monday		
January	Tuesday		
January	Wednesday		
January	Thursday		
January	Friday		
January	Saturday	9:00-5:00	8
January	Sunday	9:00-5:00	8
January			135
February	Monday	5pm-10pm	20
February	Tuesday	5pm-10pm	20
February	Wednesday	5pm-10pm	20
February	Thursday	5pm-10pm	20
February	Friday		
February	Saturday		
February	Sunday		
February	Monday		
February	Tuesday		
February	Wednesday		
February	Thursday		
February	Friday	6:00-8:00	8
February	Saturday		
February	Sunday		
February			88
March	Monday	5pm-10pm	20
March	Tuesday	5pm-10pm	20
March	Wednesday	5pm-10pm	20
March	Thursday	5pm-10pm	20
March	Friday		
March	Saturday		
March	Sunday		

March	Monday				
March	Tuesday	10:00-3:00	10	Spring Break Camps	
March	Wednesday	10:00-3:00	10	Spring Break Camps	
March	Thursday	10:00-3:00	10	Spring Break Camps	
March	Friday	6:00-8:00	8		
March	Saturday	9:00-5:00	8		
March	Sunday	9:00-5:00	8		
March			134		
April	Monday	5pm-10pm	25		
April	Tuesday	5pm-10pm	25		
April	Wednesday	5pm-10pm	25		
April	Thursday	5pm-10pm	20		
April	Friday				
April	Saturday				
April	Sunday				
April	Monday	10:00-12:00	8		
April	Tuesday	10:00-12:00	8		
April	Wednesday	10:00-12:00	8		
April	Thursday	10:00-12:00	8		
April	Friday	6:00-8:00	8		
April	Saturday	9:00-5:00	8		
April	Sunday	9:00-5:00	8		
April			151		
May	Monday	5pm-10pm	20		
May	Tuesday	5pm-10pm	20		
May	Wednesday	5pm-10pm	20		
May	Thursday	5pm-10pm	25		
May	Friday	5pm-10pm	5		
May	Saturday	8am-8pm	12		
May	Sunday	8am-8pm	12		
May	Monday	10:00-12:00	8		
May	Tuesday	8:00-12:00	16		
May	Wednesday	8:00-12:00	16		
May	Thursday	8:00-12:00	16		
May	Friday	6:00-8:00	8		
May	Saturday	9:00-5:00	8		
May	Sunday	9:00-5:00	8		
May			194		
June	Monday	5pm-10pm	20		
June	Tuesday	5pm-10pm	20		

June	Wednesday	5pm-10pm	20		
June	Thursday	5pm-10pm	20		
June	Friday				
June	Saturday				
June	Sunday				
June	Monday	9:00-8:00	11	10:00-12:00	6
June	Tuesday	9:00-8:00	11	8:00-12:00	12
June	Wednesday	9:00-8:00	11	8:00-12:00	12
June	Thursday	9:00-8:00	11	8:00-12:00	12
June	Friday	6:00-8:00	6		
June	Saturday	9:00-5:00	16		
June	Sunday	9:00-5:00	16		
June			162		42
July	Monday	5pm-10pm	25		
July	Tuesday	5pm-10pm	25		
July	Wednesday	5pm-10pm	25		
July	Thursday	5pm-10pm	25		
July	Friday				
July	Saturday				
July	Sunday				
July	Monday	10:00-12:00	4	10:00-3:00	10
July	Tuesday	8:00-12:00	10	10:00-3:00	10
July	Wednesday	8:00-12:00	10	10:00-3:00	10
July	Thursday	8:00-12:00	10	10:00-3:00	10
July	Friday	6:00-8:00	6	10:00-3:00	10
July	Saturday				
July	Sunday				
July			140		50
August	Monday	5pm-10pm	20		
August	Tuesday	5pm-10pm	20		
August	Wednesday	5pm-10pm	20		
August	Thursday	5pm-10pm	20		
August	Friday				
August	Saturday				

August	Sunday		
August	Monday	10:00-12:00	8
August	Tuesday	8:00-12:00	16
August	Wednesday	8:00-12:00	16
August	Thursday	8:00-12:00	16
August	Friday	6:00-8:00	2
August	Saturday	9:00-8:00	33
August	Sunday	9:00-8:00	33
August			204
September	Monday	5pm-10pm	25
September	Tuesday	5pm-10pm	25
September	Wednesday	5pm-10pm	20
September	Thursday	5pm-10pm	20
September	Friday		
September	Saturday		
September	Sunday		
September	Monday		
September	Tuesday		
September	Wednesday		
September	Thursday		
September	Friday	6:00-8:00	6
September	Saturday		
September	Sunday		
September			96
October	Monday	5pm-10pm	20
October	Tuesday	5pm-10pm	20
October	Wednesday	5pm-10pm	25
October	Thursday	5pm-10pm	25
October	Friday		
October	Saturday		
October	Sunday		
October	Monday		
October	Tuesday		
October	Wednesday		
October	Thursday		
October	Friday	6:00-8:00	8
October	Saturday		
October	Sunday		
October			98
November	Monday	5pm-10pm	20

November	Tuesday	5pm-10pm	20
November	Wednesday	5pm-10pm	20
November	Thursday	5pm-10pm	20
November	Friday		
November	Saturday		
November	Sunday		
November	Monday		
November	Tuesday		
November	Wednesday		
November	Thursday		
November	Friday	6:00-8:00	2
November	Saturday		
November	Sunday		
November			82
December	Monday	5pm-10pm	25
December	Tuesday	5pm-10pm	25
December	Wednesday	5pm-10pm	25
December	Thursday	5pm-10pm	20
December	Friday		
December	Saturday		
December	Sunday		
December	Monday		
December	Tuesday		
December	Wednesday		
December	Thursday		
December	Friday	6:00-8:00	2
December	Saturday	9:00-5:00	8
December	Sunday	9:00-5:00	8
December			113
Subtotal			1689
Academy			
games			96
Flexible			
Hours			215
Total			
hours			2000

Delta Park Field 9 Development Agreement

This Development Agreement (the "Agreement") is entered into this _____ day of _____, 2013, by and between Delta Development, LLC, ("LLC"), an Oregon corporation, the City of Portland, by and through its Portland Parks & Recreation ("PP&R" or "City"), a municipal corporation duly organized and existing under the laws of the State of Oregon and Peregrine Sports, LLC, ("Portland Timbers"). The purpose of this agreement is to establish a roles and responsibilities to support the design, construction and ongoing maintenance of new synthetic sports fields at Delta Park.

RECITALS:

1. Delta Park (the "Park"), and its Field 9, located in Portland, Oregon, is shown on the attached Exhibit "A". Over the years, the Park has experienced increasing demand for its use by sport field users.
2. Formed in 2013, LLC's mission is to build community sports fields.
3. Portland Timbers committed to making a substantial financial contribution, estimated at \$1,100,000 to the propose project in exchange for shared use of an all-weather synthetic sports field and shared use of a building including field support space, bathrooms and locker rooms. The use of the improvements will be further defined in a license agreement between PP&R and Portland Timbers.
4. The City's total contribution to the project's permitting, design and construction costs is \$100,000 in addition PP&R will expend up to \$25,000 for PP&R project and construction management staff time.
5. PP&R has responsibility for the operation and maintenance of the Park. The City recognizes the significance of Delta Park as a regional sports facility, contributing to the vitality of our community and economy. The City recognizes the contributions of LLC and the Portland Timbers in support of these goals and would like to formalize its relationship with LLC and Portland Timbers.

AGREEMENT:

1. Fundraising. Portland Timbers shall be responsible for paying its own expenses, including general administration of the Portland Timbers organization. All onsite sponsorship recognition and signage shall require PP&R approval prior to installation. 25% of all net revenue derived from onsite sponsorship signage shall be paid to PP&R. Net revenue shall be calculated based on the total sponsorship cash value minus the cost of installation of any onsite signage.
2. Delta Park Sports Field Work and Building Improvement. The scope of work and estimated costs of the work on Delta Park are shown on the attached Exhibit B, collectively the "Project."

2.1 LLC is prepared to enter into a contract with PBS Environmental & Engineering (the "Project Engineer") and David Bissett Architect PC to prepare plans and specifications for the Project.

2.2 A construction committee comprised of the management of the LLC board of directors, the Project Engineer, Project Architect and one or more representatives of Portland Timbers and PP&R shall oversee the design and construction of the Project. LLC and the PP&R Project/Construction Managers shall invite each other to attend all regular or significant Project meetings and to participate in steering, management, or any advisory committees organized for the Project. During the Design Phase, Portland Timbers and PP&R will be invited to attend all critical coordination meetings and will be provided a meaningful opportunity to review and comment in a timely manner on all key Project documents, major design features, proposed products and materials, issues, schedule, funding, Project sequencing and other significant design issues. During the Construction Phase, Portland Timbers and PP&R will be invited to attend and participate in all critical coordination meetings and all construction related meetings, in addition to weekly construction meetings, and will be provided a meaningful opportunity to review, comment and approve or deny in a timely manner on all changes in work, submittals, substitution requests, requests for information, sequencing of construction, closures, and other significant construction related issues. The roles and responsibilities, approved project schedule, frequency of meetings, and PP&R inspections will be formalized in writing between Portland Timbers, PP&R and LLC. During construction there will be a minimum of weekly meetings between the Parties. The PP&R Project Manager, a role to be defined and assigned by PP&R, will be provided at least 10 days notice prior to commencement of onsite construction work under this Agreement. Notice can be delivered via e-mail to the PP&R Project Manager.

2.3 LLC will contract with the architects, engineers and other consultants necessary to prepare construction plans and specifications required to apply for building and land use permits and construct the work. The plans and specifications will be reviewed and approved by the City's Parks Bureau prior to the application for a building permit. LLC will be responsible for all required land use and building permit review and permit fees paid to the applicable permitting agencies LLC will be responsible for reimbursement to the City for costs for any Special Inspections performed by an independent inspection/testing agency if required by the building permit. LLC will also be responsible for Quality Control Testing and Inspections during construction as required by PP&R, and which will be included in the project specifications reviewed by PP&R. LLC's construction contractor shall submit to PP&R the qualifications of an independent company(ies) they propose to use for the testing and inspections for PP&R's approval, and will have that independent company submit the test results and inspection reports during the project. Notwithstanding City and Portland Timbers approval of the plans and specifications, responsibility for the adequacy of the plans and specifications shall remain with LLC and with its architects, engineers and other consultants. Plans and specifications provided by LLC's Project Engineer will be completed in accordance with PP&R's CAD drawings standards. PP&R's Final Deliverable Construction CAD Documents standards document is attached as Exhibit C. Some specification sections will

be provided to the Design Team containing PPR's standard requirements and materials. Technical specifications are required in CSI 2010 Masterformat. Portland Timbers and PP&R review will occur at a minimum of three submittals for the field improvements, 30%, 90% and 100% Construction Documents, with each review taking 1 week. A review schedule will be mutually agreed upon by the Parties for the building improvements. All comments provided by Portland Timbers and PP&R will be responded to by LLC's Project Engineer, and any differences of opinion will be resolved between Portland Timbers, LLC and PP&R. All changes made due to permit requirements will be reviewed and approved by PP&R and Portland Timbers, prior to bidding. With each submittal, LLC will provide an updated cost estimate to Portland Timbers and PP&R for the project.

2.4 LLC will contract with a General Contractor, and the General Contractor will be responsible for all construction work and will coordinate all the work on the project site and will assign a project manager; all work will be done in accordance with Portland Timbers and PP&R approved plans and specifications. LLC will prepare a contracting plan for review and approval by PP&R prior to bidding the work. Contractors shall have CCB license. As they apply, it is the expectation that LLC will follow Bureau of Labor and Industry Prevailing Wage rules and regulations. LLC may either competitively bid all or portions of the work or sole source contracts to contractors it deems to be uniquely qualified to perform the work. LLC agrees not to contract with any contractor who is disqualified from bidding on similar City projects. LLC will use reasonable efforts to contract with Minorities, Women & Emerging Small Businesses ("MWESB"), but will not be required to meet any participation levels. LLC's plans on using a MWESB firm for the synthetic turf installation.

2.5 PP&R will issue a Notice to Proceed to LLC only upon receipt of evidence from LLC, in a form reasonably satisfactory to PP&R, that it has collected funds sufficient to complete the Project, including a construction contingency fund. Should additional costs arise during the project beyond this contingency fund, and upon approval by Portland Timbers and PP&R, Portland Timbers will pay for 100% of all costs over the budgeted amount for this project. Portland Timbers, PP&R and LLC shall place in trust all funds for the Work. This trust shall be used only for payment for the Work. If, after the Work is completed and accepted by the City and Portland Timbers, and after all of the expenses of design, permitting and construction of the Work have been paid, and if the overall cost is less than \$1,200,000, LLC will transfer 8.34% of the unspent funds to PP&R and 91.66% of the unspent funds to Portland Timbers. LLC shall maintain accurate books and records of its expenditures for the Work, and shall make the same available for inspection by such person or persons designated by the City or Portland Timbers, upon reasonable notice.

2.6 LLC will require its contractors and subcontractors to hold harmless, defend, and indemnify the Portland Timbers, City and LLC and their respective officers, agents and employees against all claims, demands, actions, and suits (including attorney fees and costs) brought against any of them arising from the contractors' or subcontractors' work on the Project.

2.7 LLC will require its contractors and subcontractors to maintain public liability and property damage insurance, and shall require its design professionals to carry professional liability insurance, that protects the Portland Timbers, City and LLC, and their respective officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from work done on the Project. This insurance will provide coverage for not less than \$1,000,000 for personal injury to each person, \$2,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damage; or a single limit policy of not less than \$2,000,000 covering all claims per occurrence. The limits of the insurance are subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Project. The insurance will be without prejudice to coverage otherwise existing and will name as additional insureds the Portland Timbers, City and LLC, and their respective officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance will protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein will operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance will provide the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the term of the project, LLC will require its contractors and subcontractors to provide a new policy with the same terms. LLC's contractors and subcontractors will maintain continuous, uninterrupted coverage for the duration of the Project. The insurance will include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by LLC's contractors or subcontractors. A certificate of insurance certifying the coverage required under this Agreement shall be maintained on file with the City's representative. The adequacy of this insurance shall be subject to the approval of the City Attorney.

2.8 LLC will require its contractors and subcontractors to obtain workers' compensation insurance for all of their workers and employees either as a carrier insured employer or as a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before commencing work on this project. If such contractors or subcontractors or their employees either are defined under that Chapter as nonsubject workers or are not defined under that Chapter as subject workers, the contractors and subcontractors will elect and obtain workers' compensation insurance under ORS 656.039 before commencing work on this project. A certificate of certifying the coverage required under this Agreement shall be maintained on file with the City's representative. The adequacy of this insurance shall be subject to the approval of the City Attorney. LLC's contractors and subcontractors will further agree to maintain this workers' compensation insurance coverage throughout the duration of the work on this project.

2.9 LLC and its contractors and subcontractors will pay timely all suppliers, lessors, and contractors providing them services, materials or equipment for carrying out work on this project. LLC and its contractors and subcontractors will not, by their acts or

omissions, cause the Portland Timbers, City or any materials that LLC or its contractors or subcontractors provide on the project to be subject to any claims or liens of any person.

2.10 In connection with its activities on this project, LLC will require its contractors and subcontractors to comply with all applicable federal, state and local laws and regulations. LLC shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, including, without limitation, the Americans With Disabilities Act of 1990 (Pub. L. No. 101-336), including Title II of that Act, with ORS 659.425, and with all regulations and administrative rules established pursuant to those laws. LLC will be required to present and obtain approval of the Project through Portland Parks & Recreation's Disability Advisory Committee prior to submitting for building permits.

2.11 Acceptance of Premises and PP&R Plans. Portland Timbers and LLC has examined the project site and accepts Delta Park in an "as is" condition. City or its officers, agents or employees have made no representations or warranties, express or implied, as to the condition of the project site. City shall have no liability to Portland Timbers and LLC for any damage or injury caused by the condition of Delta Park. LLC also understands that plans provided by PP&R can be used for informational purposes only, and should contract or its own survey and verification of all conditions.

2.12 As-Builts and Record Drawings. LLC will keep accurate maps and records, including the approved as-built construction plans and specifications of its facilities and improvements located in the Park. LLC will provide to Parks within sixty (60) days of the project being complete copies of such maps, records and as-builts, in a form (digital and paper) that is to the complete satisfaction of Parks. PP&R As-Built and Record Drawings requirements document is attached as Exhibit D.

2.13 Public Involvement & Information. Portland Timbers, LLC and PP&R project/construction managers will work together to conduct any meetings with the public and prepare information to present. Portland Timbers, LLC and PP&R will keep each other informed of written material (e.g., news releases, brochures, newsletters, reports) produced for the Project that are intended for public distribution and will provide adequate time for review and discussion prior to distribution. Portland Timbers, LLC and PP&R will inform the other of inquiry from a media or press representative and make reasonable efforts to consult with the each other prior to any verbal or written information on the Project being provided to such a representative; if unable to make a prior consultation, notice will be provided afterwards. LLC will ensure, through its contracts for the Project and by emphasizing verbally with construction contractor, the requirements for contractor(s) to not communicate with the press.

2.14 Maintenance and warranty. LLC's Contractor shall fully warrant all work for at least two (2) full years from Substantial Completion of the Project, regardless of the length of manufacturers' or installers' warranties; and in addition an 8 year warranty for the synthetic turf and its installation work. In addition to any other warranties that are

required, LLC's Contractor shall make all necessary repairs and replacements to remedy any and all defects, breaks, or failures of the Work occurring within two (2) years following the date of Substantial Completion due to faulty or inadequate materials or workmanship for all improvements; and for the synthetic turf the LLC's contractor shall make all necessary repairs and replacements to remedy any and all defects or failures of the Work related to the synthetic turf and its installation occurring within eight (8) years following the date of Substantial Completion due to faulty or inadequate materials or workmanship. Such repairs and replacements shall conform to the Contract Specifications under which the Contractor originally performed the work. In the event of a dispute regarding any portion of the Work, the Contractor shall nonetheless provide any warranty service, repairs or replacements as described above, for that portion of the Work that is not in dispute. In the event that a dispute delays Acceptance of the Work, the warranty for portions of the Work not in dispute shall run from the date of Substantial Completion of the remaining portions of the Work. LLC's Contractor shall also repair any damage or remedy any disturbance to other publicly owned property or improvements thereon if caused by the Contractor's work and if the damage or remedy occurs during the warranty period. Except for the synthetic turf work, if the Contractor performs warranty work, the warranty work also shall have a two (2) year warranty period from the date of its completion and acceptance by the City. The City shall provide LLC with written Notice of the need to perform warranty work unless it is determined that an emergency exists, that delay would cause serious additional loss or damage, or if any delay in performing the work might cause injury to any member of the public. If LLC, after written Notice, fails within ten days to comply with the City's request, the City has the right to perform the warranty work either by hiring another Contractor or by using its own forces. In that event, LLC, LLC's Contractor and its Surety shall be liable to the City for the cost of the work performed and any additional damage suffered by the Owner. LLC's Contractor shall provide a bond during the two-year warranty period to guarantee the Contractor's performance of warranty work. LLC's Contractor shall provide to the City a bond in the amount of 20% of the final Contract Amount in one of the following ways: 1. Continuation of the Contract performance and Payment Bond; 2. Any new performance and Payment Bond, acceptable to the City, which covers the Contractor's warranty obligations imposed by the Contract Documents. 3. Cash deposit to the City Treasury. Proof of the deposit shall be a receipt from the Treasurer. 4. Other arrangements proposed by the Contractor that the Owner finds acceptable.

2.15 Performance and payment bonds. LLC's Contractor will provide performance and payment bonds for the Project. The forms for the Performance Bond and the Payment Bond, to be executed by LLC's Contractor for the Project and delivered to the City not later than the date of execution of the Contract, will be the standard form of the City of Portland, Oregon, and approved by the City Attorney. The Bonds, in an amount equal to one hundred percent (100%) of the Contract Sum, shall be satisfactory to the City and shall be executed by a corporate surety licensed to do business in the State of Oregon. The attorney in fact who executed the Bonds on behalf of the surety shall affix thereto a certified and current copy of his power of attorney and shall indicate the monetary limit of such power.

3. PP&R Project and Construction Management costs. PP&R has agreed to contribute from Parks SDC Funds to the soft (non-construction) costs PP&R incurs.
4. Donor Recognition, Naming and Onsite Events. PP&R and LLC will work together on donor recognition, naming and onsite events related to this project. All onsite donor recognition, naming and events will require approval in writing by PP&R.
5. Payment. The City will contribute \$100,000 to LLC for the design, permitting and construction of the planned improvements of this project. Portland Timbers, LLC and PP&R will mutually agree on timing of the payment. LLC will provide all necessary documentation and financial information requested by PP&R to facilitate this payment.
6. Maintenance of New Improvements. PP&R will be responsible for maintenance of the new improvements except for what is required by LLC or its contractors in this Agreement. Portland Timbers, LLC and PP&R will work together to design and construct the improvements to limit increases to PP&R's operations and maintenance costs at the park.
7. Ownership of Work. Once the Delta Park Project is complete and accepted by the City, all improvements and work product shall be the property of the City. LLC shall put all warranties in the City's name and shall cooperate with the City in the enforcement of any warranties.
8. Comprehensive Plan for Maintenance of the sport fields and building improvements. The City, LLC and Portland Timbers shall collaborate on a process to develop a plan for the maintenance of the sport fields and building improvements. The plan will describe maintenance protocols and a schedule to ensure the sport fields and building improvements are properly maintained.
9. Term. The term of this Agreement will be one (1) year from the date it is entered into, unless earlier terminated in accordance with this Agreement. This Agreement may be renewed for an additional term of (1) year, in writing signed by the parties. The Director of Parks and Recreation is authorized to execute such renewal on behalf of the City.
10. Early Termination.
 - (a) The Portland Timbers, City and LLC, by mutual agreement, may terminate this Agreement at any time.
 - (b) The City, on thirty (30) days written notice, may terminate this Agreement upon a determination by the City Council that termination is required in the public interest. Before terminating the Agreement under this Subsection, the City shall give reasonable advance notice, in writing, to LLC.

(c) Either the Portland Timbers, City or LLC may terminate this Agreement in the event of a material breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days after such notice, then the party giving notice may terminate the Agreement at any time thereafter by giving a written notice of termination. If the breach is not reasonably capable of being completely cured within fifteen (15) days, then the party giving notice shall not terminate the Agreement so long as the breaching party commences the cure within fifteen (15) days, diligently pursues completion of the cure, and completely cures the breach within a reasonable time.

11. Subcontracts and Assignment. Except for the permitting, design and construction of the improvements contemplated by this Agreement, which the parties acknowledge LLC intends to contract out, LLC shall not subcontract, assign or transfer this Agreement, or its rights or obligations hereunder, without the prior written consent of the City and Portland Timbers. Notwithstanding any assignment, subcontract or transfer, or the City's approval thereof, LLC will remain obligated for the full performance of its obligations hereunder, and the City will incur no obligations other than its obligations to LLC.

12. Successors in Interest. The provisions of this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective successors and approved assigns.

13. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14. Waiver. The failure of either party to enforce any provision of this Agreement will not constitute a waiver of that or any other provision.

15. Governing Law. This Agreement will be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suit involving any question arising under this Agreement must be brought in the appropriate court in Multnomah County, Oregon.

16. Amendments. Any and all changes to this Agreement may be made only by written amendment signed by the parties. The Director of PP&R is authorized to negotiate and execute written amendments to this Agreement on behalf of the City.

IN WITNESS WHEREOF, Portland Timbers, PP&R and Delta Development, LLC have caused their duly authorized representatives to execute this Agreement in duplicate.

PORTLAND PARK AND RECREATION

Delta Development, LLC:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Peregrine Sports, LLC

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM



Chief Deputy City Attorney

Exhibit A: Delta Park

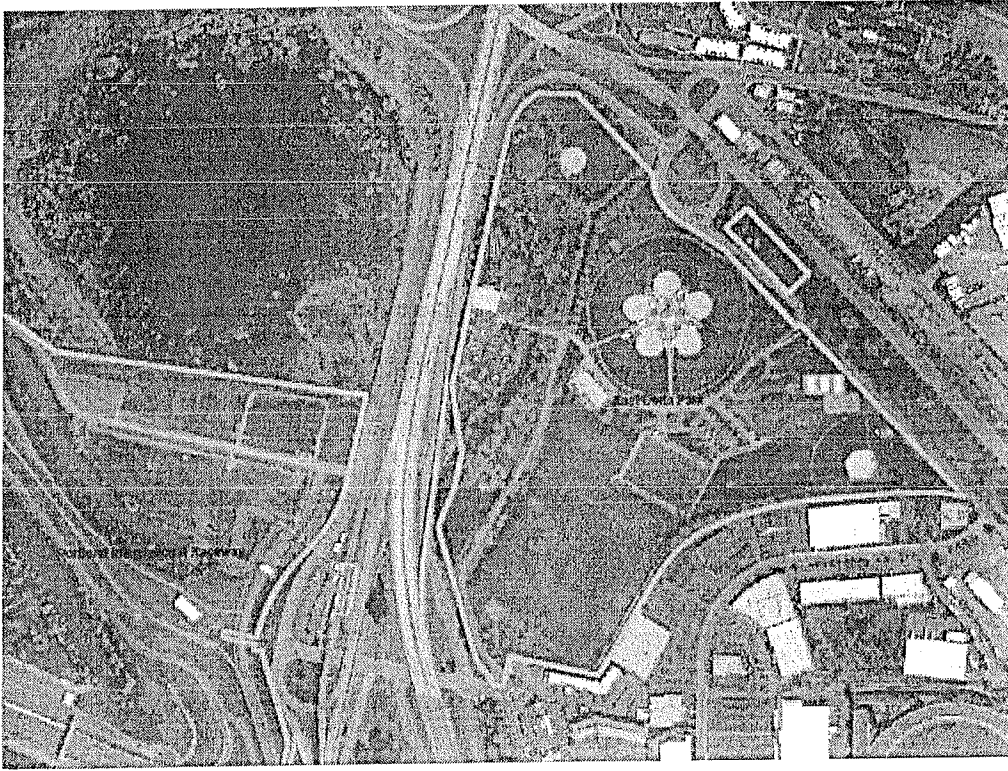


Exhibit B: Delta Park Field 9 Project Schedule and Project Budget

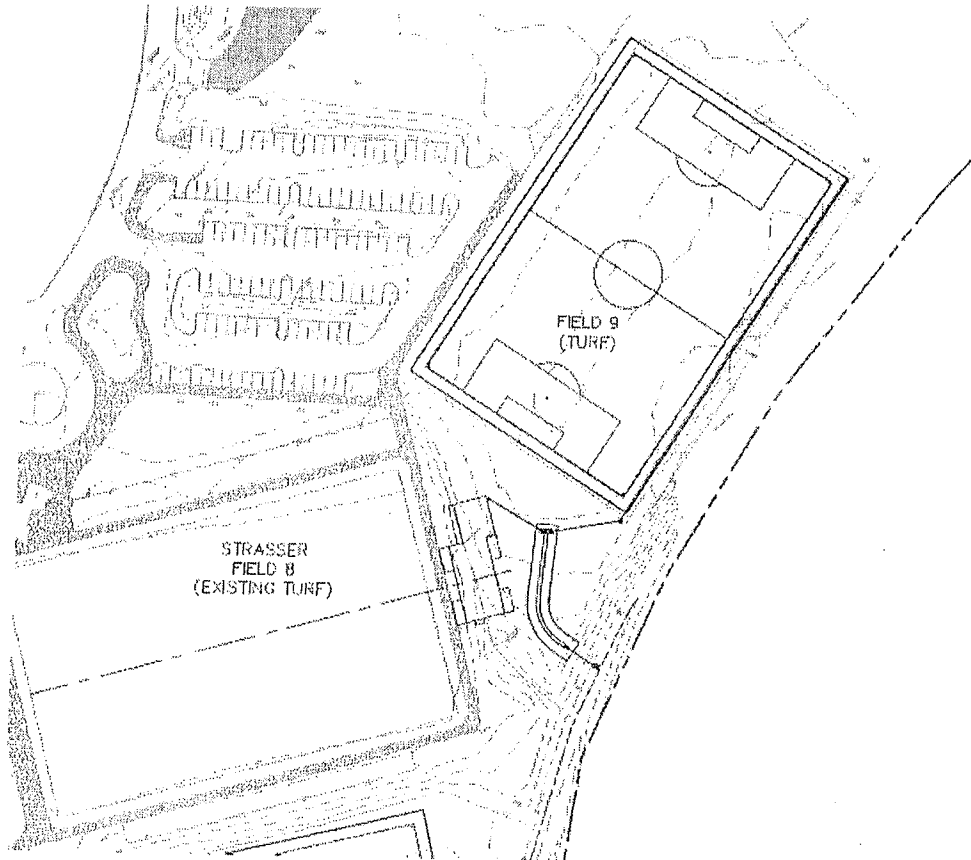


Exhibit C: Final Deliverable Construction CAD Documents

1. Each drawing sheet shall be individual document files. This also includes separate base (existing condition) and design (proposed condition) files.
2. The final format for each map shall be either *Microstation's ".dgn" format*, Version 7 or later or *AutoCAD ".dwt" format*, Release 2007 or earlier.
3. Each drawing border shall be scaled according to the scale shown on the drawings so that the final digital product is at a 1: 1 scale (i.e. 1' in drawing = 1' in real world),
4. Information on each drawing shall be separated into distinct 'levels' according to the level standards provided. Level tables, Seed (proto type) files, Font library and color table will be provided in electronic format.
 - a. Information on each drawing will be separated into distinct *DGN/DWG* files according to the Level Standards provided; *bm-facil.dgn*, *bm-site.dgn*, and, *bm-util.dgn*, Level tables are provided for each of the required files.
 - b. These files shall be separated into distinct directories that indicate the category of information being stored, For example all existing condition information shall be in a directory called base. All proposed design information should be in a directory called design. And all construction documents should be in a directory called sheets.
 - c. Contour elements, fence lines, retaining walls, tree and shrub lines, etc. must be connected strings or chains and not individual lines. Buildings must be closed shapes and not individual lines. Patterns must be 'associated' with closed shapes. All cell libraries or custom line styles created for this work shall be submitted with final drawing files.
5. Symbols shall be either cells (MicroStation) or blocks (Autocad). No shape files will be accepted for symbol representation .
6. Acceptable fonts for Autocad shall either be *archstyle.shx* for text contained within the drawing, and *helv.shx*, *optima1s.shx* or *romant.shx* for border text. For MicroStation users; fonts 19 for drawing text, and font 58/65 for border text. These fonts are included with our standards for your use.
7. Final products are to be delivered via e-mail/FTP/CD-Rom or DVD. Each CAD document should be delivered in a ZIP file including all xref, fonts, symbols, and other supporting documents used to create each sheet. Also include all supporting documents used during the project design , and also include full size PDF documents of permitted construction document.
8. For questions regarding format, content, standards or other requirements call Greg McGowan at 823-5458.

Exhibit D: As-Built and Record Drawings

1. The Construction Contractor shall mark up all changes from the Bid Set or Construction Set, whichever set was issued by LLC as the drawing set to construct from. The Contractor shall use red to indicate any element that was removed from the drawing, green to indicate any elements that were added to the drawing, and any element requiring changes or editing in blue. No White-Out or black ink shall be used. Contractor shall include all ASIs (Architect's Supplemental Instructions), FCDs (Field Change Directives), approved substitutions, and all other changes to the drawings during the course of the project, by attaching the most current version of changes issued to the drawing. Contractor who is documenting as-built information shall mark in the lower right corner of each drawing with the words "As-Built", the date, signature, and company name that provided the as-built information. (Further instructions to contractor provided in PPR Division One specifications.)
2. Once the Construction Contractor has submitted their complete set of as-builts for review, LLC will distribute them to their Project Engineer and PPR Project or Construction Manager (PM or CM) to review for completeness and accuracy. LLC's Project Engineer and PPR PM/CM will submit to the Conservancy their comments regarding anything not indicated correctly or that they are aware is missing from the Construction Contractor's mark ups.
3. LLC will return the review comments and as-builts to their Construction Contractor for correction, as necessary. Once an acceptable set of As-Builts has been received by PPR PM/CIVI from LLC's Construction Contractor, the Project Engineer shall color scan each sheet that has color mark ups and black & white scan each sheet with no color mark ups, resulting in one .pdf per sheet for the entire set. This scan will serve as the As-Builts for the project records showing what changed during the course of the construction project.
4. The Project Engineer shall draft the as-built changes into CAD from the Construction Contractor mark ups and any other changes the Project Engineer's team is aware of that may not have been reflected by the Construction Contractor, including all ASIs, FDCs, approved substitutions, etc. All bubbles and deltas should come off the Record Drawings and in the titleblocks, and the drawings should only show the final condition, not what changed. Nothing should be crossed out to show the difference between the bid or construction set and what was built. Only show the final condition. Also include all measurements the contractor has provided to indicate the actual location of underground improvements from a known point of reference. If the underground improvements were built within reasonable proximity, dimensions will suffice to show the actual location is over a few feet. If underground improvements were installed in significantly different locations, redraw the elements to the correct location on the drawings, and also include the dimensions.

5. Label in an appropriate location in the title block "Record Drawings" and the date. Also label "Record Drawings" in larger letters outside the title block in the lower right corner of each sheet.
6. Project Engineer shall submit draft Record Drawings set(s) (hard copy or electronic in .pdf format, as directed by PPR PM) to PPR PM/CM for review, along with the contractor As-Built mark-up set(s). Make corrections if necessary and resubmit for PPR PM/CM approval.
7. Each drawing sheet shall be individual document files in both .pdf and CAD formats. See CAD Delivery document for specifications.
8. Final products are to be delivered via e-mail/FTP/CD-Rom or DVD.

Delta Park Field 9 License Agreement

This agreement ("Agreement") is made and executed as of the ____ day of _____ 2013, by and between the CITY OF PORTLAND, by and through its PARKS and RECREATION BUREAU (hereinafter "City", "PPR", or "PPR Property Manager"), and Peregrine Sports, LLC, (hereinafter "Portland Timbers"), collectively referred to as "the Parties."

RECITALS

WHEREAS, City is the owner and/or manager of the real property, Delta Park Sport Field 9 (the "Premises"), the synthetic turf and lights, further depicted in **Exhibit A**, located in Multnomah County, Oregon;

WHEREAS, PORTLAND TIMBERS has supported the funding of one new synthetic turf field with lights at Delta Park and a field support building at Delta Park;

WHEREAS, the purpose of this Agreement is to define the relationship between City and PORTLAND TIMBERS in regard to their respective purposes, responsibilities, and accountability as to the Premises;

NOW, THEREFORE, in consideration of the mutual covenants and benefits stated herein, and in further consideration of the obligations, terms and considerations hereinafter set forth and recited, City and PORTLAND TIMBERS agree as follows:

AGREEMENT

1. **Purpose.** The purpose of the Agreement is to provide for defined usage hours for PORTLAND TIMBERS and its members permitting of the Premises in accordance with the terms and conditions of this Agreement, and ensuring that the facility provides access to variety community sport activities.
2. **Premises.** Unless otherwise agreed to in writing, the rights and responsibilities of PORTLAND TIMBERS under this Agreement apply to the sports fields depicted in Exhibit A hereto.
3. **Term.** The rights of use stated in this Agreement will remain in effect until the end of the useful life of the synthetic turf at the Premises. At any time, the Parties to this Agreement may jointly determine and agree that the fields have reached the end of their useful life. If the Parties cannot agree that the fields have reached useful life, the Parties shall share the cost of hiring a third party chosen by PPR to investigate the fields' condition and determine whether the fields have reached the end of their useful life. The parties recognize that the warranty from the installer and manufacturer is 8 years for the synthetic turf.
- 3.1 So long as PORTLAND TIMBERS is not in default at the expiration of the initial term, PORTLAND TIMBERS shall have the exclusive option to renew their Agreement with

PPR upon the end of the useful life of the Field 9 by giving PPR notice of intent to renew and replace the artificial turf at their sole cost. Upon renewal of this Agreement, the PORTLAND TIMBERS will obtain bids to replace the artificial turf and perform other necessary repairs and maintenance of the Premises at the PORTLAND TIMBERS' cost.

If PORTLAND TIMBERS choose not to exercise its option to extend this Agreement and renovate Field 9, its usage rights for Field 9 and building shall revert back to PPR.

4. **License to Use the Property.** PPR grants PORTLAND TIMBERS permission to use Delta Park Sport Field 9, locker rooms and restrooms during the time outlined in Exhibit B for PORTLAND TIMBERS, subject to the Terms and Conditions contained herein and attached all of which form part of this Agreement. PORTLAND TIMBERS' schedule of use for Field 9, locker rooms and restrooms will be agreed upon on annual basis and mutually agreed upon between PPR and PORTLAND TIMBERS. It will be the intent of PORTLAND TIMBERS and PPR to agree upon a schedule that will promote the use of Field 9 that will mutually benefit Portland Timbers' and the public, including prioritizing the dates and times of historically scheduled tournaments and tournaments that will benefit the entire facility. PORTLAND TIMBERS shall have the right to obtain a use permit from PPR for other sport fields of the facility, at publically published rates, for up to three tournaments a year, during dates and times that don't impact historically permitted tournaments and are mutually agreed upon by PPR and PORTLAND TIMBERS. PORTLAND TIMBERS shall have use of a portion of the building for sports field support. No property rights are being conveyed hereunder. Unless consistent with City policies and regulations pertaining to the Premises, PORTLAND TIMBERS shall not restrict access of the public to the Premises, without the written consent of PPR. The public does have the right to use and access the Premises when it is not permitted. Permitted uses shall include sports programs, events, activities and collaborative ventures with other sports organizations. No food preparation is allowed onsite, nor alcohol sold, unless approved by PPR. For specific defined special events alcohol service is permitted. PORTLAND TIMBERS will be required to follow all PPR field permitting and usage rules. No other use may be made of the Premises without the prior written consent of Director of Portland Parks & Recreation.
5. **Acceptance of the Premises.** Except as otherwise provided herein, PORTLAND TIMBERS accepts the Premises on an "as-is" basis, with no representations or warranties, express or implied, being made by the City, its officers, agents or employees. Furthermore, PORTLAND TIMBERS accepts its responsibilities under this Agreement subject to the valid existing agreements and rights of others, including, but not limited to, existing permits, licenses, and easements.
6. **Use fee.** Due to PORTLAND TIMBERS' contributions to the field and building, PORTLAND TIMBERS shall not pay for a use fee for use of Field 9, public restrooms and locker rooms for the 2,000 designated total annual hours of use further described in Exhibit B. For times in excess of this amount or on other fields, PORTLAND TIMBERS shall pay the publicly published rates established by PPR.
7. **PORTLAND TIMBERS responsibilities.** Under this agreement PORTLAND TIMBERS will at minimum have the following responsibilities:

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- A. Employees. PORTLAND TIMBERS will hire, train, supervise and regularly evaluate all employees and volunteers required to carry out PORTLAND TIMBERS' responsibilities provided for herein. All employees and volunteers supervised by PORTLAND TIMBERS shall be employees or volunteers of PORTLAND TIMBERS and not of the City.
- B. Fund Raising. PORTLAND TIMBERS is authorized to conduct fund raising activities on the Premises with the understanding that said fund raising activities shall be conducted in accordance with use policies for the Premises. All onsite sponsorship recognition and signage shall require PPR approval prior to installation. 25% of all net revenue derived from onsite sponsorship signage shall be paid to PPR. Net revenue shall be calculated based on the total sponsorship cash value minus the cost of installation of any onsite signage.
- C. Reporting and Fiscal Matters. PORTLAND TIMBERS will:
1. develop, install, and maintain reasonably appropriate accounting, operating, and administrative controls governing the financial aspects of this Agreement, such controls to be consistent (in all material respects) with generally accepted accounting principles;
 2. provide PPR with regular reports prepared for the PORTLAND TIMBERS' owner related to the Premises;
 3. submit an annual report in a form approved by the City. The report shall include who used the fields and the numbers hours each field was used. Reports shall be submitted to the City by the 1st of January each year;
 4. meet with PPR staff on a annual basis to discuss programming coordination and opportunities for joint efforts;
 5. provide PPR with copies of reports and documents provided to the Oregon Department of Justice and/or Secretary of State, with such documents to include PORTLAND TIMBERS' revised Articles of Incorporation; and,
 6. pay or arrange for payment of all costs that PORTLAND TIMBERS is responsible for under the Agreement, including, but not limited to utility (electricity, utilities, janitorial of locker room and bathrooms, trash removal), personnel, contracting and PORTLAND TIMBERS' share of costs associated with the Premises.
- D. Maintenance, Repair and Capital Improvements. Upon completion and opening of the fields for usage, PPR shall be responsible for all day-to-day maintenance to the field and building. PPR shall also maintain all necessary utility services to the Premises. PPR shall pay all utilities, however upon substantial completion and opening of Field 9 and the adjacent building, PPR and PORTLAND TIMBERS agree to individually pay for the cost of lighting for fields during their use and their own share of janitorial and utilities associated with use of the building. PP&R shall bill PORTLAND TIMBERS separately for their time of use of the lights, janitorial and other utilities, including but not limited to, water, sewer, electricity, and natural gas. PORTLAND TIMBERS shall at all times maintain the Premises and all improvements of any kind in neat condition, free of trash and debris, in good and substantial condition, order and repair. During PORTLAND TIMBERS' time of use, PORTLAND TIMBERS' responsibility to the Premises shall include, without limitation, the following:

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- i) PORTLAND TIMBERS is responsible for any and all damage that may result from their use or its permittees use and will be billed for any or all.
 - ii) PORTLAND TIMBERS is responsible for cleaning all garbage, litter and debris created by use or event and for removing it from the park. PPR may charge the PORTLAND TIMBERS for garbage not picked up or garbage bags left in the park.
 - iii) For permitted events, PORTLAND TIMBERS is required to provide a three-yard drop box for every 250 people expected in attendance.
 - iv) PORTLAND TIMBERS is responsible for provision of portable bathrooms as required by PPR, with at least one being ADA accessible.
1. PPR shall have no liability to PORTLAND TIMBERS for failure to make any repair required of PPR if the repair is completed within a reasonable time following PORTLAND TIMBERS' notice. PORTLAND TIMBERS waives the right to make repairs or maintain at PPR's expense under any law, statute or ordinance now or hereafter in effect.
 2. During the PORTLAND TIMBERS' use, PORTLAND TIMBERS shall maintain the entire Premises to standard comparable to other PPR properties where public and private events are held.
 3. Promptly, after becoming aware of such conditions or practices, correct any unsafe condition at the Premises for which PORTLAND TIMBERS is responsible, as well as any unsafe practices by persons reasonably under PORTLAND TIMBERS' control thereon.
 4. In accordance with the responsibilities described in this agreement, PPR reserves the right, in its sole discretion, to make emergency repairs to the Premises when said repairs are necessary to address immediate health and safety concerns. PORTLAND TIMBERS shall reimburse PPR for all reasonable costs of emergency repairs if it is a defined responsibility of PORTLAND TIMBERS in this agreement. To the extent that it is reasonable to do so, PPR will make a good faith effort to coordinate with PORTLAND TIMBERS as to these repairs.
 5. Adhere to applicable emergency procedures, including, but not limited to, timely reporting of damage or injury incidents on a PPR incident report form. PORTLAND TIMBERS shall cooperate fully with City in the investigation of any damage to persons or property occurring on or about the Premises;

6. Consult with PPR Property Manager as to safety or maintenance concerns associated with the grounds and structural components of the Premises; and not make any capital improvements or installation of new fixtures at the Premises without the written authorization of the PPR Property Manager. City authorization will require review and approval of plans prepared at PORTLAND TIMBERS' cost by licensed engineers or contractors. "Capital improvements" shall mean any permanent structural change or addition to the Premises. Minor or temporary improvements shall require the approval of the PPR Property Manager, or her designee. PORTLAND TIMBERS shall be responsible for obtaining all permits required to make any proposed improvement, and for managing all contractors needed to make the improvements. Any alterations and improvements that attach to the realty shall become the property of PPR unless otherwise agreed in writing between both Parties.
- E. Security. PORTLAND TIMBERS shall keep the Premises secured during its authorized time of use. PORTLAND TIMBERS will provide an adequate level of security or crowd control personnel for protection of the Premises' assets and the general public. PPR may, but shall have no obligation to, provide security service or to adopt security measures regarding the Premises. Any security measures or services provided to the Premises by PPR may be modified at any time without prior notice to PORTLAND TIMBERS. PORTLAND TIMBERS shall cooperate with all security measures adopted by PPR.
- F. Hazardous Materials. PORTLAND TIMBERS shall not dispose at, on or about the Premises any Hazardous Substance (as defined in ORS 465.200 or as it may hereafter be amended, and any implementing regulations) and shall handle all Hazardous Substances in a manner that protects the Premises and the environment from accidental spills and releases. PORTLAND TIMBERS, or any of its directors, officers, employees, agents, contractors, subcontractors, servants, successors, assigns, lessees, permittees, licensees, or invitees shall not cause or authorize to occur any unauthorized release of a Hazardous Substance or any condition of pollution or nuisance at, on or about the Premises, whether affecting surface water or groundwater, air, the land or the subsurface environment.
- G. Records and Inspection. PORTLAND TIMBERS will maintain a set of all financial, vendor, employee and operating records relating to its activities under this Agreement. At any time during the Term, City shall have the right, after reasonable notice to PORTLAND TIMBERS, to inspect and audit the books, records, invoices, deposits, canceled checks, or other financial data or transactions of PORTLAND TIMBERS at reasonable times and during normal business hours; provided, however, City shall use its best efforts to not cause any unreasonable disruptions in the operations of PORTLAND TIMBERS in connection with such inspections.
- H. Consultation. In addition to specific consultation requirements provided for elsewhere herein, PORTLAND TIMBERS will consult with City on other matters related to the Premises, when reasonably necessary to do so. All issues concerning PORTLAND TIMBERS' interest in the property or this Agreement should be directed to PPR's Property Manager.

- I. Media and Publications. PORTLAND TIMBERS will consult with PPR's Property Manager prior to providing to the media any press releases or information that directly concerns this agreement or management related issues at the Premises, not including publicity for events. PORTLAND TIMBERS shall use its best efforts to acknowledge its relationship with the City, by including the official logo of PPR and its slogan "Healthy Parks Healthy Portland" or other slogans as developed from time to time, on all signage and in any publications, media presentations or other presentations that specifically refer to Delta Park or the Premises.
- J. Taxes and Assessments. PORTLAND TIMBERS will pay any and all applicable federal, state or local taxes assessed against the Premises or against distributions to PORTLAND TIMBERS under this Agreement.
- K. Compliance with Law. The acts of PORTLAND TIMBERS under this Agreement shall at all times comply with all applicable federal, state and local laws, rules, regulations, ordinances, statutes, decisions, licensing and permitting requirements, and agreements.
- L. Volunteers. PPR is willing to provide assistance and advice regarding volunteers, but, unless otherwise agreed to in writing, all volunteers working at the request or direction of PORTLAND TIMBERS at the Premises are volunteers of PORTLAND TIMBERS for insurance and liability purposes. PORTLAND TIMBERS will report the hours of all volunteers working at the Premises to PPR's Volunteer Coordinator on an annual basis.
8. City Retained Responsibilities, Rights and Authorities. City hereby reserves to itself all rights and authorities not specifically granted to PORTLAND TIMBERS under this Agreement. At a minimum, the City retains the following responsibilities, rights and authorities:
- A. Right of Entry. City reserves the right to enter the Premises, including the facility, for any purpose, including evaluation of PORTLAND TIMBERS services, with the understanding that when exercising said right City will make a reasonable effort to minimize disturbances to PORTLAND TIMBERS activities and to provide reasonable notice under the circumstances before entering. It is expressly understood by the parties that City, whether or not it conducts visits or inspections, assumes no responsibility for the quality, adequacy or safety of any work that is done by or for PORTLAND TIMBERS.
- B. PPR Use of Premises. The City reserves the right to enter into to other use agreements or field usage permits as long as they do not conflict with PORTLAND TIMBERS' designate use in Exhibit B.
9. Joint PPR and PORTLAND TIMBERS Efforts. To the extent resources allow, the Parties will cooperate on planning, fund raising and development activities necessary to achieve the long-term public use of Delta Park.
10. Damage to Premises. If the Premises is damaged as a result of the acts or omissions of PORTLAND TIMBERS or its officers, employees, agents, contractors, licensees, permittees, invitees, or others acting under the direction and/or control of PORTLAND TIMBERS, PORTLAND TIMBERS will promptly notify PPR and shall, at PPR's option and in cooperation with PORTLAND TIMBERS' insurance carrier, if a claim is involved, either repair or replace the affected property at PORTLAND TIMBERS' expense or shall reimburse PPR for its reasonable costs of repairing or replacing the affected property.

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11. **No Liens.** PORTLAND TIMBERS shall keep the Premises, and all City property used in connection with this agreement, free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of PORTLAND TIMBERS. If any lien is filed against any portion of the Premises or other City property used in connection with this Agreement, as a result of the acts or omissions of PORTLAND TIMBERS, or of PORTLAND TIMBERS' employees, agents, or contractors, PORTLAND TIMBERS shall discharge, bond or otherwise secure the same to City's reasonable satisfaction within thirty (30) days after PORTLAND TIMBERS has notice that the lien has been filed. If PORTLAND TIMBERS fails to discharge, bond or secure any lien within such thirty (30) day period, then, in addition to any other right or remedy of City, City may, at its election, upon five (5) days' prior written notice to PORTLAND TIMBERS, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding. PORTLAND TIMBERS shall pay on demand any amount so paid by City for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of City incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary reasonable disbursements in connection therewith.

12. **INDEMNIFICATION**

- A. Indemnification by PORTLAND TIMBERS. PORTLAND TIMBERS shall indemnify, protect and defend the City, its directors, officers, employees and agents, against, and hold the City, its directors, officers, employees and agents, harmless from any and all liabilities, obligations, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, charges, judgments, costs and expenses (including all reasonable attorneys' fees and court costs) (collectively, "Losses") of any nature whatsoever that may be imposed upon, incurred or paid by, or asserted against the City, its directors, officers, employees and agents, PORTLAND TIMBERS, the Premises or any interest therein to the extent that such Losses are the result of, arise from, or are in connection with any of the following:
1. Any injury to or death of any person or any damage to property occurring from any use of or cause in, on or about the Premises to the extent arising from the acts or omissions of PORTLAND TIMBERS or its agents, representatives, employees, contractors, subcontractors, successors, assigns or invitees;
 2. The use, non-use, condition, possession, occupation, operation, repair, maintenance or management of the portion of the Premises occupied and maintained by PORTLAND TIMBERS or any part thereof, or of the PORTLAND TIMBERS improvements or any component thereof to the extent arising from the acts or omissions of PORTLAND TIMBERS or its agents, representatives, employees, contractors, subcontractors, successors, assigns or invitees;
 3. Any construction, reconstruction, repairs, changes or alterations on or to, or any work done in, on or about, the Premises or any part thereof by or at the direction of PORTLAND TIMBERS;
 4. Any negligent or tortuous act on the part of PORTLAND TIMBERS or any of its agents, representatives, employees, contractors, subcontractors, successors, assigns or invitees;
 5. The release of any Hazardous Substance on the Premises or the migration of any Hazardous Substances to other properties or released into the environment, caused by

- or resulting from the negligence or willful misconduct of PORTLAND TIMBERS or its agents, representatives, employees, contractors, subcontractors, successors, assigns or invitees.
6. Failure or apparent failure of PORTLAND TIMBERS to comply with any contract or agreement, including this Agreement, to which PORTLAND TIMBERS is a party or any law, regulation, rule, ordinance, statute or decision, in each case affecting the Premise, or PORTLAND TIMBERS'S use thereof, or PORTLAND TIMBERS'S occupancy, use, possession, operation, repair, maintenance or management of or any portion of the Premise pursuant hereto.
- B. Exclusion. There is hereby expressly excluded from the scope of the foregoing indemnity any matter to the extent that such matter results from the negligence or willful misconduct of City (or its directors, employees, agents, contractors or licensees).
- C. Contractors and Other Authorized Users. PORTLAND TIMBERS will include sufficient indemnification language in its contracts and other written authorizations indemnifying City from any and all claims related to the contract work or authorized uses.
- D. Defense of Claims. If any action or proceeding is brought against the City, its directors, officers, employees or agents, which action or proceeding is based upon a claim for which PORTLAND TIMBERS is obligated to indemnify the City hereunder, PORTLAND TIMBERS shall, upon notice from the City, at PORTLAND TIMBERS' expense, defend such action or proceeding through counsel reasonably acceptable to City.

13. Insurance

- A. Insurance Requirements. During the term of this Agreement, PORTLAND TIMBERS shall maintain insurance that satisfies City's standard insurance requirements for permit and license holders. A copy of City's current requirements is attached hereto as **Exhibit C**. City may notify PORTLAND TIMBERS, from time to time, of changes in City's standard insurance requirements. Furthermore, PORTLAND TIMBERS will require all its contractors to maintain the same insurance coverage that is required of PORTLAND TIMBERS.
- B. Waiver of Subrogation. PORTLAND TIMBERS and City each agree to waive claims arising in any manner in favor of either City and PORTLAND TIMBERS and against the other for loss or damage to their property located within or constituting a part or all of the Premises or for loss due to bodily injury to the extent the loss or damage is covered by property or liability insurance the party is required to carry under this Agreement. The waiver also applies to PORTLAND TIMBERS' directors, officers, employees, shareholders and agents and to City's officers, agents and employees. The waiver does not apply to claims arising from the willful misconduct of PORTLAND TIMBERS or City. Notwithstanding anything to the contrary herein, the waiver of subrogation does not apply to deductible amounts that the Parties are responsible for under their respective insurance policies.

14. DEFAULT; REMEDIES; FORCE MAJEURE

- A. Events of Default. The following events shall constitute events of default by PORTLAND TIMBERS:
1. If PORTLAND TIMBERS fails to perform any covenant in this Agreement within thirty (30) days after written notice from PPR specifying the failure, provided that if

such failure cannot, with due diligence, be cured within a period of thirty (30) days, PORTLAND TIMBERS shall not be deemed to be in default if PORTLAND TIMBERS begins to cure the failure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion;

2. The bankruptcy or insolvency of PORTLAND TIMBERS or if a receiver or trustee is appointed to take charge of any of the assets of PORTLAND TIMBERS in or on the Premises and such receiver or trustee is not removed within thirty (30) days after the date of appointment, or in the event of judicial sale of the personal property in or on the Premises upon judgment against agreements thereunder; or
 3. If PORTLAND TIMBERS is dissolved or fails to maintain its status as an Oregon non-profit corporation in good standing or its qualification as a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code.
 4. If PORTLAND TIMBERS fails to make timely payments on any outstanding debt where the City is a party to the agreement.
- B. Remedies for Default. Upon the occurrence of an event of default under this Section, City shall have the following rights and remedies, as well as any other remedies available at law or in equity.
1. City shall have the right to suspend PORTLAND TIMBERS' use of the Premises until the default is cured.
 2. If the default is not cured, City shall have the right to terminate this Agreement by written notice to PORTLAND TIMBERS. Such termination shall be effective immediately if public health, safety or welfare is at risk. Otherwise such termination shall be effective thirty (30) days after the written notice.
- C. Exclusion of Certain Damages. Neither party shall be liable to the other party hereunder or in connection with the transactions contemplated hereunder, whether in contract or in tort, for indirect, incidental, exemplary, punitive, consequential or other special damages (including lost profits), whether or not such damages are foreseeable or unforeseeable, except to the extent that such damages are included in third-party claims that are covered by the indemnities under Section 11.
- D. Force Majeure
1. Neither City nor PORTLAND TIMBERS shall be in default hereunder if the performance of any act required of it hereunder is prevented or delayed by reason of events, contingencies or causes beyond its reasonable control and without its fault, including, but not limited to, fire, flood, earthquakes, lightning, unusually severe weather, acts of God, acts of any governmental authority, war, riot, accidents, embargoes, strikes, labor disputes, shortage of labor, fuel, raw materials, or machinery, or technical or yield failure, affecting such party or its suppliers or subcontractors.
 2. Notwithstanding to the contrary herein, if the Premises are rendered unusable by an event described in this Section and if such condition continues for more than sixty (60) consecutive days, or if City notifies PORTLAND TIMBERS that it is impractical or uneconomic to restore any physical damage that is responsible for the interruption of service, either City or PORTLAND TIMBERS may terminate this

Agreement by written notice to the other party.

15. Termination.

- A. Voluntary Termination. Upon mutual agreement between the Parties, the Parties may voluntarily terminate the Agreement.
- B. Termination Process. Upon expiration of the Agreement term or early termination, PORTLAND TIMBERS shall deliver all keys to City and shall surrender the Premises. All repairs for which PORTLAND TIMBERS is responsible shall be completed prior to such surrender. All PORTLAND TIMBERS property shall be removed immediately upon termination, and a failure to do so shall be considered abandonment of such property. Should PORTLAND TIMBERS fail to effect the removals or make repairs, City may do so and charge the cost to PORTLAND TIMBERS together with late charges as provided by this Agreement from the date of the expenditure. PORTLAND TIMBERS shall be responsible for all costs and damages to City as a result of PORTLAND TIMBERS' failure to surrender the Premises in accordance with the Agreement, and this clause shall survive the termination of the Agreement.
- C. Ownership upon Termination or Expiration. Upon the expiration or termination of this Agreement, all improvements and personal property located on or associated with the operation of the Premises shall become the property of the City.

16. MISCELLANEOUS

- A. City Consent. Unless otherwise stated, whenever consent, approval or direction by City is required under the terms contained herein, all such consent, approval or direction must be in writing from the Director of PPR or a person designated in writing by the Director.
- B. PORTLAND TIMBERS/City Coordination and Cooperation. PORTLAND TIMBERS and the City will take cooperative actions, as reasonably necessary, to fulfill the intent of this Agreement.
- C. Signage: PORTLAND TIMBERS may not display or erect any temporary or permanent signs at the Premises without the advanced, written approval of PPR. PORTLAND TIMBERS will be responsible for obtaining any other required City approvals. PPR will not unreasonably withhold permission for PORTLAND TIMBERS to display permanent signage at the Premises if the request is in compliance with PPR policies and standards.
- D. Assignment
 - 1. PPR may assign, at its sole discretion, this Agreement to any successor entity having responsibility for PPR management and/or operation of the Premises; and the assignee shall be responsible for the performance of all terms and conditions of this Agreement applicable to PPR.
 - 2. Rights granted under this Agreement are personal to PORTLAND TIMBERS, and may not be assigned, transferred, sold, conveyed, or otherwise hypothecated without the prior express written consent of PPR, which consent may be granted or denied in its sole discretion.
- E. Notices. All notices under this Agreement shall be in writing and shall be deemed validly given if sent by mail, nationally recognized courier or facsimile transmission, and shall be effective upon receipt. If any such notice or communication is not received or cannot be delivered due to a change in the address of the receiving party of which notice was not previously given to the sending party or due to a refusal to accept by the receiving party,

such notice or other communication shall be effective on the date delivery is attempted. Notices should be addressed as follows:

<u>PPR:</u>	Portland Parks and Recreation Bureau 1120 SW 5 th Ave, Suite 1302 Portland, OR 97024 Attention: Property Manager Telephone: (503) 823-5229 Facsimile: (503) 823-5570
	<u>With a copy to:</u> City of Portland 1221 SW 4 th Ave, Room 430 Portland, OR 97204 Attention: Harry Auerbach Telephone: (503) 823-4047 Facsimile: (503) 823-3089
<u>PORTLAND TIMBERS:</u>	PORTLAND TIMBERS address Portland, OR 97XXX Attention: Telephone: (503) Facsimile: (503)

Any party may change the designated recipient of notices by so notifying the other party in writing.

- F. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Oregon, excluding its choice of law principles.
- G. Forum. Any litigation between the City and PORTLAND TIMBERS arising under this Agreement, or out of work performed under this, shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.
- H. Disputes. The Parties will make a good faith effort to resolve disputes in a reasonable manner and will proceed through the following courses of action prior to resorting to litigation: party to party negotiations; administrative appeals; and mediation and/or non-binding arbitration.
- I. Construction and Interpretation of Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule or conclusion that a document should be construed more strictly against the party who prepared it. It is agreed and stipulated that all parties hereto have equally participated in the preparation of this Agreement and that each party had the opportunity to consult legal counsel before the execution of this Agreement.
- J. Entire Agreement. This Agreement constitutes the entire agreement of the parties and shall supersede any prior or contemporaneous agreements or negotiations, whether written or oral, between the parties, regarding the subject matter herein.

- K. Further Documents. Each party agrees to cooperate with the other in the execution of any documents necessary to protect its rights under this Agreement.
- L. Illegality. If any provision of this Agreement is determined by a proper court to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement and this Agreement shall remain in full force and effect without such invalid, illegal or unenforceable provision.
- M. Waiver in Writing. No waiver of any provision of this Agreement or any breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving party and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other or subsequent breach of this Agreement.
- N. The Rights to Gather and Be Heard. PORTLAND TIMBERS will not take any action which would be considered a denial of the public's constitutional right to gather and be heard in the common areas of the Premises.
- O. No Partnership. Nothing contained in this Agreement is intended to create, or shall in any event or under any circumstance be construed as creating, a partnership or a joint venture between PPR and PORTLAND TIMBERS.
- P. Exhibits; Successors; Time of Essence; Counterparts; Amendments. The Exhibits attached to this Agreement are made a part of this Agreement. This Agreement shall benefit and bind PPR and PORTLAND TIMBERS and their respective personal representatives, heirs, successors and assigns. Time is of the essence of this Agreement. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement. This Agreement may not be amended or modified except by a written instrument signed by PPR and PORTLAND TIMBERS. The Director of Parks and Recreation is authorized to sign any amendment to this Agreement.

IN WITNESS WHEREOF, PPR and PORTLAND TIMBERS have caused their duly authorized representatives to execute this Agreement in duplicate.

PORTLAND PARK AND RECREATION PEREGRINE SPORTS, LLC:

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPROVED AS TO FORM

[Signature]
[Signature]
 City Deputy City Attorney

Exhibit A
Delta Park Sport Field 9 and Adjacent Building

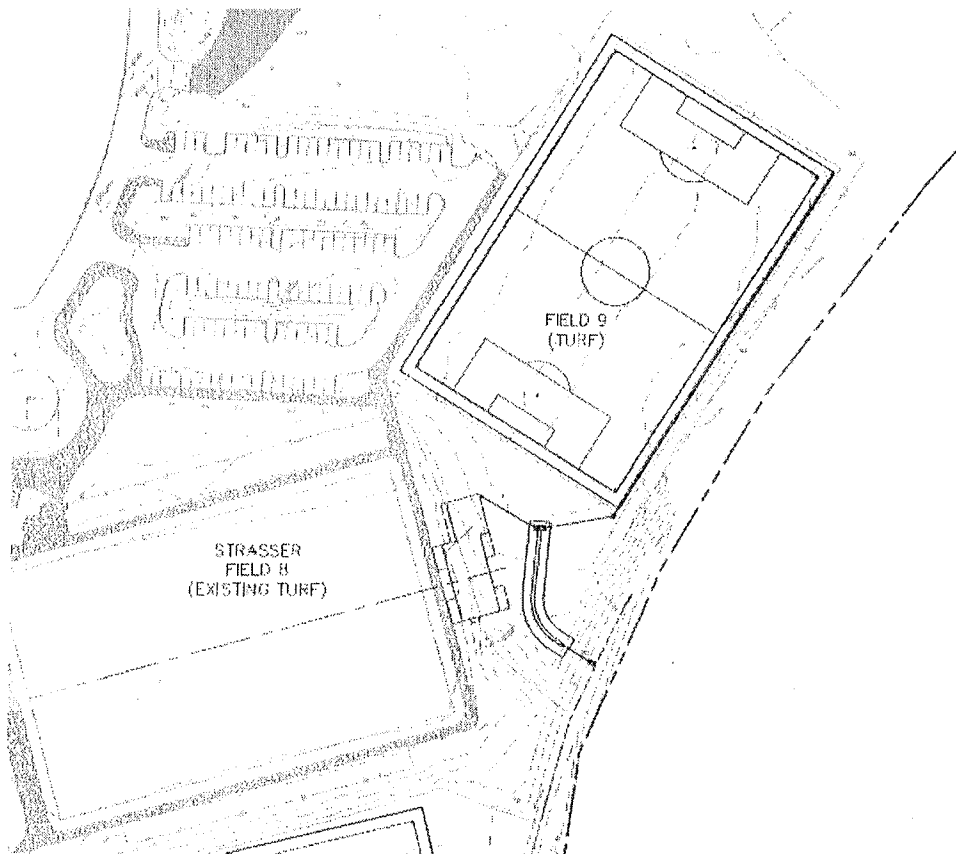


Exhibit B

Field #9			
Month	Day	Time	Hours
January	Monday	5pm-10pm	20
January	Tuesday	5pm-10pm	20
January	Wednesday	5pm-10pm	25
January	Thursday	5pm-10pm	25
January	Friday	5pm-10pm	5
January	Saturday	8am-8pm	12
January	Sunday	8am-8pm	12
January	Monday		
January	Tuesday		
January	Wednesday		
January	Thursday		
January	Friday		
January	Saturday	9:00-5:00	8
January	Sunday	9:00-5:00	8
January			135
February	Monday	5pm-10pm	20
February	Tuesday	5pm-10pm	20
February	Wednesday	5pm-10pm	20
February	Thursday	5pm-10pm	20
February	Friday		
February	Saturday		
February	Sunday		
February	Monday		
February	Tuesday		
February	Wednesday		
February	Thursday		
February	Friday	6:00-8:00	8
February	Saturday		
February	Sunday		
February			88
March	Monday	5pm-10pm	20
March	Tuesday	5pm-10pm	20
March	Wednesday	5pm-10pm	20
March	Thursday	5pm-10pm	20
March	Friday		
March	Saturday		
March	Sunday		

March	Monday			
March	Tuesday	10:00-3:00	10	Spring Break Camps
March	Wednesday	10:00-3:00	10	Spring Break Camps
March	Thursday	10:00-3:00	10	Spring Break Camps
March	Friday	6:00-8:00	8	
March	Saturday	9:00-5:00	8	
March	Sunday	9:00-5:00	8	
March			134	
April	Monday	5pm-10pm	25	
April	Tuesday	5pm-10pm	25	
April	Wednesday	5pm-10pm	25	
April	Thursday	5pm-10pm	20	
April	Friday			
April	Saturday			
April	Sunday			
April	Monday	10:00-12:00	8	
April	Tuesday	10:00-12:00	8	
April	Wednesday	10:00-12:00	8	
April	Thursday	10:00-12:00	8	
April	Friday	6:00-8:00	8	
April	Saturday	9:00-5:00	8	
April	Sunday	9:00-5:00	8	
April			151	
May	Monday	5pm-10pm	20	
May	Tuesday	5pm-10pm	20	
May	Wednesday	5pm-10pm	20	
May	Thursday	5pm-10pm	25	
May	Friday	5pm-10pm	5	
May	Saturday	8am-8pm	12	
May	Sunday	8am-8pm	12	
May	Monday	10:00-12:00	8	
May	Tuesday	8:00-12:00	16	
May	Wednesday	8:00-12:00	16	
May	Thursday	8:00-12:00	16	
May	Friday	6:00-8:00	8	
May	Saturday	9:00-5:00	8	
May	Sunday	9:00-5:00	8	
May			194	
June	Monday	5pm-10pm	20	
June	Tuesday	5pm-10pm	20	

June	Wednesday	5pm-10pm	20		
June	Thursday	5pm-10pm	20		
June	Friday				
June	Saturday				
June	Sunday				
June	Monday	9:00-8:00	11	10:00-12:00	6
June	Tuesday	9:00-8:00	11	8:00-12:00	12
June	Wednesday	9:00-8:00	11	8:00-12:00	12
June	Thursday	9:00-8:00	11	8:00-12:00	12
June	Friday	6:00-8:00	6		
June	Saturday	9:00-5:00	16		
June	Sunday	9:00-5:00	16		
June			162		42
July	Monday	5pm-10pm	25		
July	Tuesday	5pm-10pm	25		
July	Wednesday	5pm-10pm	25		
July	Thursday	5pm-10pm	25		
July	Friday				
July	Saturday				
July	Sunday				
July	Monday	10:00-12:00	4	10:00-3:00	10
July	Tuesday	8:00-12:00	10	10:00-3:00	10
July	Wednesday	8:00-12:00	10	10:00-3:00	10
July	Thursday	8:00-12:00	10	10:00-3:00	10
July	Friday	6:00-8:00	6	10:00-3:00	10
July	Saturday				
July	Sunday				
July			140		50
August	Monday	5pm-10pm	20		
August	Tuesday	5pm-10pm	20		
August	Wednesday	5pm-10pm	20		
August	Thursday	5pm-10pm	20		
August	Friday				
August	Saturday				

571081

August	Sunday		
August	Monday	10:00-12:00	8
August	Tuesday	8:00-12:00	16
August	Wednesday	8:00-12:00	16
August	Thursday	8:00-12:00	16
August	Friday	6:00-8:00	2
August	Saturday	9:00-8:00	33
August	Sunday	9:00-8:00	33
August			204
September	Monday	5pm-10pm	25
September	Tuesday	5pm-10pm	25
September	Wednesday	5pm-10pm	20
September	Thursday	5pm-10pm	20
September	Friday		
September	Saturday		
September	Sunday		
September	Monday		
September	Tuesday		
September	Wednesday		
September	Thursday		
September	Friday	6:00-8:00	6
September	Saturday		
September	Sunday		
September			96
October	Monday	5pm-10pm	20
October	Tuesday	5pm-10pm	20
October	Wednesday	5pm-10pm	25
October	Thursday	5pm-10pm	25
October	Friday		
October	Saturday		
October	Sunday		
October	Monday		
October	Tuesday		
October	Wednesday		
October	Thursday		
October	Friday	6:00-8:00	8
October	Saturday		
October	Sunday		
October			98
November	Monday	5pm-10pm	20

November	Tuesday	5pm-10pm	20
November	Wednesday	5pm-10pm	20
November	Thursday	5pm-10pm	20
November	Friday		
November	Saturday		
November	Sunday		
November	Monday		
November	Tuesday		
November	Wednesday		
November	Thursday		
November	Friday	6:00-8:00	2
November	Saturday		
November	Sunday		
November			82
December	Monday	5pm-10pm	25
December	Tuesday	5pm-10pm	25
December	Wednesday	5pm-10pm	25
December	Thursday	5pm-10pm	20
December	Friday		
December	Saturday		
December	Sunday		
December	Monday		
December	Tuesday		
December	Wednesday		
December	Thursday		
December	Friday	6:00-8:00	2
December	Saturday	9:00-5:00	8
December	Sunday	9:00-5:00	8
December			113
Subtotal			1689
Academy			
games			96
Flexible			
Hours			215
Total			
hours			2000

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

INSURANCE

At all times during the life of this Agreement, or as may further be required by this Agreement, PORTLAND TIMBERS at its own cost and expense, shall provide the insurance specified as follows:

1. Evidence Required
PORTLAND TIMBERS and its contractors or subcontractors, if any, shall maintain on file with the Property Manager, Portland Parks and Recreation, a certificate of insurance certifying the coverage required under this Agreement. Such certification shall be submitted to PPR at or before execution of this Agreement and then annually for the duration of the Agreement. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Agreement by the City.

2. Notice of Cancellation, Renewal, Reduction or Material Change in Coverage.
The insurance policy shall provide that the insurance shall not terminate or be materially changed without thirty (30) days written notice first being given to Portland Parks and Recreation. Notices shall be sent to the PPR's Manager, Strategy, Finance and Business Development, 1120 SW 5th Ave, Suite 1320, Portland, Oregon 97204. If the insurance coverage is canceled, terminated, or reduced prior to completion of the Agreement, the PORTLAND TIMBERS or its contractors or subcontractors, if any, shall provide a new policy with the coverage required under this Agreement. PORTLAND TIMBERS and its contractors shall maintain continuous, uninterrupted coverage for the duration of the permit.

3. Insurance Required
 - A. PORTLAND TIMBERS and its contractors and subcontractors, if any, shall maintain public liability and property damage insurance that protects the PORTLAND TIMBERS and the City and its officers, agents and employees from any and all claims, demands, actions and suits for damage to property or personal injury, including death, arising from the PORTLAND TIMBERS' work under this Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motorized vehicles by the PORTLAND TIMBERS and its contractor or subcontractors, if any. The insurance shall provide coverage for not less than \$1,000,000 for personal injury to each person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damage; or a single limit policy of not less than \$1,000,000 covering all claims per occurrence.

 - B. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents and employees. Notwithstanding the naming of additional insureds, the insurance shall protect

each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage shall apply as to claims between insureds on the policy.

- C. Workers Compensation Insurance. PORTLAND TIMBERS, its contractors or subcontractors, if any, and all employers on its behalf are subject employers under Oregon Workers Compensation Law for this Agreement and shall comply with ORS Chapter 656 which requires them to provide Oregon workers compensation coverage in accordance with Oregon law for all of their subject workers. PORTLAND TIMBERS and its contractors and subcontractors shall provide and maintain a certificate of current and effective coverage with the City at all times during the term of this agreement.

3. Special Provisions

- A. The foregoing requirements as to the types and limits of insurance coverage to be maintained by PORTLAND TIMBERS, and any approval of said insurance by the CITY is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by PORTLAND TIMBERS pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- B. PPR reserves the right to terminate or suspend the Agreement in the event of non-compliance with the insurance requirements of this Article. In no event shall any suspension entitle PORTLAND TIMBERS to an extension of the term of the Agreement specified in this Article.

* (Note: General liability limits may be increased, at the discretion of the CITY's Risk Manager, relative to risk involved).