

Exhibit "A"

A G R E E M E N T

THIS AGREEMENT entered into this _____ day of _____ 1965, by and between the CITY OF PORTLAND, hereinafter known as "City," and the STATE OF OREGON, acting by and through the STATE BOARD OF HIGHER EDUCATION on behalf of PORTLAND STATE COLLEGE, hereinafter known as the "College," for the joint use of the eastern portion of DUNIWAY PARK, hereinafter referred to as "Park."

WHEREAS the City owns the Park area, and this Park has seen a declining use for active physical recreation, and

WHEREAS the College desires to have available for the use of its Physical Education and Athletic Departments outdoor facilities in proximity to the College, and

WHEREAS the College is engaging in the improvement of the Park, specifically the creation of an adequate football practice field, baseball practice infield and track.

NOW, THEREFORE, it is mutually understood and agreed as follows:

The City will:

1. Grant the joint use of the Park by the College and the City, consisting of the area outlined in the drawing marked Exhibit "1," attached to the original only hereof, and by this reference made a part of this agreement.
2. Provide maintenance personnel, equipment and supplies at cost, necessary to the proper upkeep of the Park. Such upkeep will not include the recurring marking of practice areas.
3. Bill the College periodically for services rendered.

The College will:

1. Make improvements as described above with the express approval of the Superintendent of the Bureau of Parks of the City, and the Commissioner in charge.

- 2. Cooperate with the City as to the scheduling of special athletic and recreational events in the Park.
- 3. Use the property and facilities for "non-spectator sports," such as practice and training programs without grandstands or permanent bleachers.
- 4. Pay for the services as billed by the City.

The consideration for this usage shall be the value of the improvements vested to the City and the further payment for services as billed.

This agreement shall in no way be construed to exclude the general public from use of the park except for regulations for use as may be established by the Bureau of Parks.

Nothing in this agreement shall attach liability to the City or the College or any officers or employes thereof for personal injury or property damage by any Park users, athletic, recreational or casual.

This agreement shall continue in effect until terminated by either party. The City shall give written notice of intent to terminate at least five years prior to the intended date of termination. The College shall give at least ninety (90) days notice of intent to terminate prior to the intended date of termination.

IN WITNESS WHEREOF said parties have caused this instrument to be executed in triplicate as of the day and year first above written and pursuant to Ordinance No.

CITY OF PORTLAND

By _____
Mayor

Approved as to form:

City Attorney

By _____
Commissioner in charge of the
Bureau of Parks

STATE OF OREGON, acting by and through
the State Board of Higher Education on
behalf of PORTLAND STATE COLLEGE

By _____
Vice-Chancellor for Business
Affairs

By _____
Secretary

2 - Agreement
February 24, 1965
RLH/fg

SW SHERIDAN ST.

NORTH

SW TERWILLIGER BLVD.

REST
RMS.

TOE OF SLOPE

TENNIS

TRACK

FOOTBALL

SW BARBER ST

Park Boundary

DUNIWAY PARK - EAST SIDE
PROPOSED PORTLAND STATE COLLEGE DEVELOPMENT

1" = 100'

9405
Park Bar

ORDINANCE No. 119934

An Ordinance authorizing an agreement between the City of Portland and the State of Oregon acting by and through the State Board of Higher Education on behalf of Portland State College to provide for use of the eastern portion of Duniway Park by Portland State College for a minimum period of 5 years, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds that the City of Portland presently owns Duniway Park which has been used by the public very little for park and recreational purposes; that the State of Oregon acting by and through the State Board of Higher Education on behalf of Portland State College desires to be allowed joint usage of said park in order to develop a football practice field, baseball practice field and track, all in connection with the athletic program of Portland State College; that the college has offered to build and develop adequate facilities for the aforementioned uses in return for permission to use the eastern portion of Duniway Park for a minimum period of five (5) years; that such an agreement has been approved by the Superintendent of Parks and the Commissioner in charge of the Bureau of Parks; now, therefore, the Mayor and Commissioner in charge of the Bureau of Parks are hereby authorized to enter into an agreement on behalf of the city with the State of Oregon acting by and through the State Board of Higher Education on behalf of Portland State College to provide use by Portland State College of the eastern portion of Duniway Park for a minimum period of 5 years, such agreement to be in accordance with the form of agreement attached hereto, marked Exhibit "A," and by this reference made a part of this ordinance, which agreement shall be subject to approval as to form by the City Attorney.

Section 2. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: In order that the agreement authorized in Section 1 of this ordinance may be executed without unnecessary delay and beneficial use of a portion of Duniway Park made available to Portland State College; therefore, an emergency hereby is declared to exist and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, MAR 3 - 1965


PRESIDENT OF THE COUNCIL AND ACTING
Mayor of the City of Portland

Attest:


Auditor of the City of Portland

Calendar No.

715

ORDINANCE No. 119924

Title

An Ordinance authorizing an agreement between the City of Portland and the State of Oregon acting by and through the State Board of Higher Education on behalf of Portland State College to provide for use of the eastern portion of Duniway Park by Portland State College for a minimum period of 5 years, and declaring an emergency.

Filed FEB 26 1965

RAY SMITH

Auditor of the CITY OF PORTLAND

By

Robert Cook
Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Bean	1	
Bowes	1	
Earl	1	
Grayson	1	
Schrunk	—	

FOUR-FIFTHS CALENDAR	
Bean	
Bowes	
Earl	
Grayson	
Schrunk	

INTRODUCED BY
Commissioner Bean

DRAWN BY
RLH/fg
Date February 24, 1965

NOTED BY THE COMMISSIONER

Affairs

Finance *CRB*

Safety

Utilities

Works

City Attorney *WCR*

NOTED FOR CITY AUDITOR
RA

APPROVED

Date

By
City Engineer

Date

By