

Field Usage Agreement

This agreement is made this _____ day of _____, 2009, by and between the City of Medford, an Oregon municipal corporation, hereinafter known as "CITY" and Rogue Valley Soccer Club, an Oregon not-for-profit organization, hereinafter known as "RVSC".

The agreement outlines the terms and conditions of field usage of CITY-owned or maintained properties by RVSC. A list of locations and usage times are set forth in Exhibit A attached hereto.

1. TERM AND TERMINATION

- A. This agreement will run for a ten (10) year period from _____, 2009 through June 30, 2019. RVSC shall have first right of refusal for a 10-year extension option.
- B. This agreement may be terminated by the CITY with 30 days written notice if RVSC ceases to exist, fails to remain a U.S. Soccer sanctioned organization, fails to pay the annual field-usage fee (as specified in Exhibit B), or for cause. "Cause" means any failure to perform or fulfill obligations or requirements of this agreement, or violation of terms.
- C. If, during the duration of the agreement, a field on school-owned property is no longer maintained by the CITY based on existing lease or contractual arrangements with the Medford School District, the field will be eliminated from the agreement. RVSC will be given at least 30 days advance notice.

2. INTERESTS OF PARTIES

- A. RVSC receives priority usage of U.S. Cellular Community Park multi-purpose fields on a year-round basis, as specified in Exhibit A. RVSC receives priority usage of natural-grass fields Feb. 1 through Oct. 31, as specified in Exhibit A.
- B. This agreement shall not be construed to create any leasehold interest in or by any entity. All fields shall be and at all times remain a public recreation facility for the CITY, and any benefits to RVSC shall be incidental to this primary purpose. All fields shall be available for public use or for CITY allocation when not scheduled with events sanctioned by RVSC.
- C. Indemnity. RVSC agrees that RVSC will be responsible for any damage or trespass to or upon adjacent property or injury thereto and any and all other liability or damages resulting from, in connection with, or otherwise arising out of RVSC'S operation; and that RVSC will hold CITY harmless from any claim, liability, damages or obligation arising therefrom and indemnify CITY for the amount of any obligation it may incur on account thereof or arising therefrom. Provided, however, that RVSC shall not be required to indemnify CITY against liability for damage arising out of death or bodily injury to persons or damage to property caused solely by the negligence of CITY. CITY agrees that it will hold RVSC harmless, defend and indemnify RVSC from any claim, liability,

damages or obligation arising solely from the CITY's negligence.

D. Notwithstanding the above, during this agreement's duration the parties intend to engage in the following:

1. RVSC will be assessed an annual field usage fee as specified in Exhibit B, due in full no later than Nov. 1 of each year. The fee includes electricity and water costs associated with RVSC field usage.
2. RVSC is responsible for meeting CITY insurance requirements on an annual basis at levels prescribed by the CITY's Risk Manager.

a. During the life of this Agreement, RVSC shall maintain the following minimum insurance:

Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad-form property damage liability coverage. The following minimum limits are required: General Aggregate- \$1,000,000, Products/Completed Operations Aggregate- \$1,000,000, Personal & Advertising Injury Aggregate- \$1,000,000, Each Occurrence- \$500,000. "The City of Medford and its officers, employees and agents while acting within the scope of their duties as such" shall be named an Additional Insured.

3. Prior to each season of competition, RVSC must provide documentation that all youth coaches have met or exceeded the demands of Oregon House Bill 2781 of 2001, as adopted as a requirement for all youth teams using CITY-maintained fields by the Parks and Recreation Commission.
4. RVSC will abide by the CITY park and/or facility usage policies.

3. MEETINGS

A. CITY and RVSC representatives intend to meet quarterly to further address usage needs and responsibilities described in this agreement. Proposed meeting dates are Jan. 15, April 15, July 15 and Nov. 1 or within ten (10) days of the prescribed date, at a mutually agreeable location.

4. ADDITIONAL ALLOCATION AND SCHEDULES

- A. U.S. Cellular Community Park multi-sport fields not needed for CITY programs or per other contractual use may be allocated to RVSC at the quarterly meeting based on evidence of specific needs.
- B. RVSC must provide CITY Parks and Recreation management with a schedule of all games, practices, tournaments, clinics or other club-operated events at the quarterly

meetings, or within 30 days of the planned activities. RVSC field scheduling of CITY-maintained fields must be timely, efficient and coordinated in a manner that maximizes field usage, as determined by CITY Parks and Recreation management.

- C. If, in the opinion of CITY Parks and Recreation management, CITY-maintained fields allocated to RVSC are not routinely used for practices, games or related activities, the CITY may reallocate unused field time to other user groups until the next quarterly meeting. CITY shall notify the RVSC president of such decision at least two (2) weeks prior to reallocation.
- D. RVSC will not allow any other organization to use, rent, or borrow CITY-maintained fields without written approval of CITY Parks and Recreation management.

5. FIELD MAINTENANCE, PREPARATION AND EQUIPMENT

- A. CITY shall perform routine maintenance according to the usual standards of public recreation facilities and subject to budgeted funds.
- B. RVSC is responsible for repairing/replacing any damaged property beyond the routine maintenance according to the usual standards of public recreation facilities of this nature, as caused by RVSC and mutually determined by CITY Parks and Recreation and RVSC management.
- C. RVSC is responsible for preparing natural-grass fields for individual games and practices. Such preparations include, but are not limited to:
 - a. Lining the fields
 - b. Installing nets
- D. RVSC will make reasonable effort to remove trash and debris from team and spectator areas that it uses. RVSC is responsible for costs associated with additional clean-up required by CITY staff that may occur as a result of RVSC usage, as mutually determined by CITY Parks and Recreation and RVSC management.
- E. RVSC must submit to the CITY Parks and Recreation management a written proposal for any field or facility modifications or improvements other than standard field preparation at least 30 days in advance of the planned project. RVSC must provide CITY with in-kind and actual costs associated with all proposed projects. These costs will not be credited against the annual usage fee.
- F. All proposed contracts or arrangements for field improvements shall comply with all public contracting requirements, including but not limited to public bidding and payment of prevailing wage rates for public works contracts as required by ORS Chapters 279A, 279B and 279C.
- G. All soccer equipment owned by RVSC and utilized at CITY-maintained fields must meet local, state or national safety codes.

H. Any damage occurring to CITY owned property must be reported immediately via the most reasonable method.

6. U.S. CELLULAR COMMUNITY PARK USAGE STIPULATIONS

- A. CITY shall provide two regulation soccer goals, nets and four corner flags for each multi-sport field allocated to RVSC. These items may not be removed or relocated without prior CITY approval.
- B. Permanent field markings or signs are not permitted on fields or walkways. Temporary field markings or signs require prior CITY approval. RVSC is responsible for costs associated with installation or removal of temporary markings or other RVSC-related items.
- C. CITY is not responsible for lost, stolen or damaged RVSC property left on site or in pre-approved storage areas.
- D. The CITY agrees to allow RVSC sign(s) of mutually agreeable design, dimension and content to be displayed at mutually agreeable locations. RVSC is responsible for all sign production costs.

7. CORRESPONDENCE

Written notice shall be deemed to have been received by the respective parties when mailed by certified mail to the following addresses:

Medford Parks and Recreation Dept.
701 N. Columbus Ave.
Medford OR 97501

RVSC
P.O. Box 4727
Medford OR 97501

IN WITNESS WHEREOF, the CITY and RVSC have caused this agreement to be executed for and on their behalf by their duly authorized officer(s) on the day and year first above written.

CITY OF MEDFORD, OREGON

ROGUE VALLEY
SOCCER CLUB

By: _____

By: _____

Title _____

Title _____

EXHIBIT A

Dates, days and times of use for CITY-owned or maintained fields covered by this agreement:

U.S. Cellular Community Park (Jan. 1-June 15; after OSAA soccer season-Dec. 31)

- Field 10 (stadium): 5-7 p.m. Mon.-Thur.; Noon-6 p.m. Saturdays
- Field 11: 5-9 p.m. Mon.-Thur.; 8 a.m.-9 p.m. weekends
- Field 12: 5-9 p.m. Mon.-Thur.; 8 a.m.-9 p.m. weekends
- Field 13: 5-9 p.m. Mon.-Thur.; 8 a.m.-9 p.m. weekends
- During Spring Break: Fields 11 and 12, 8 a.m.-9 p.m., daily
- Memorial Day weekend: Rogue Valley Cup, Fields 10-14, Sat.-Mon., 8 a.m.-10 p.m.

U.S. Cellular Community Park (June 15-until start of OSAA soccer season)

- Field 10 (stadium): 5-7 p.m. Mon.-Thur.
- Field 11: 9 a.m.-1 p.m.; 5-9 p.m. Mon.-Thur.
- Field 12: 9 a.m.-1 p.m.; 5-9 p.m. Mon.-Thur.
- Field 13: 5-9 p.m. Mon.-Thur.

U.S. Cellular Community Park (during OSAA soccer season)

- Field 10 (stadium): 8-10 p.m. Mon.-Thur.; 2-8 p.m. Saturdays
[Note: MPRD has school district obligations on Field 10 until 8 p.m.]
- Field 11: 5-9 p.m. Mon.-Thur.; 8 a.m.-9 p.m. weekends
- Field 12: 5-9 p.m. Mon.-Thur.; 8 a.m.-9 p.m. weekends
- Field 13: 6-9 p.m. Mon.-Thur.; 8 a.m.-9 p.m. weekends

Fichtner-Mainwaring Soccer Field #1 (Feb. 1-until OSAA soccer season)

- Monday through Thursday, 5 to 9 p.m.
- Weekends, 8 a.m. to 7 p.m.

Fichtner-Mainwaring Soccer Field #3 (during OSAA soccer season)

- Monday through Thursday, 5 to 9 p.m.
- Weekends, 8 a.m. to 7 p.m.

Orchard Hill Elementary (Feb. 1-until OSAA soccer season)

- Weekdays, 5-8 p.m.
- Saturdays, 9 a.m.-5 p.m.

Orchard Hill Elementary (during OSAA soccer season)

- Weekdays, 5:45-8 p.m.
- Saturdays, 9 a.m.-5 p.m.

Lewis Park Multi-Purpose Area (Feb. 1-Oct. 31)

- Weekdays, 5-8 p.m.
- Saturdays, 8 a.m.-7 p.m.
- Sundays, 11 a.m.-7 p.m.

Jefferson Elementary (Feb. 1-Oct. 31)

- Far west end – must not interfere with youth baseball or SMHS football games/practices
- Weekdays, 5-8 p.m.
- Saturdays in May, 10 a.m.-5 p.m.

Hoover Elementary Soccer Field (Feb. 1-Oct. 31)

- Weekdays, 5-8 p.m.
- Saturdays, 8 a.m.-5 p.m.

Lone Pine Elementary Soccer Field (Feb. 1-Oct. 31)

- Weekdays, 5-8 p.m.

Kennedy Elementary Multi-Purpose Areas (Feb. 1-Oct. 31)

- Weekdays, 5-8 p.m.
- Saturdays, west end inside walking circle, 8 a.m.-5 p.m.

Lincoln Elementary Soccer Field (Feb. 1-Oct. 31)

- Weekdays, 5-8 p.m.
- Practices must not interfere with Babe Ruth baseball games or practices

Roosevelt Elementary Soccer Field (Feb. 1-Oct. 31)

- Weekdays, 5-8 p.m.

Oak Grove Elementary Soccer Field (Feb. 1-Oct. 31)

- Weekdays, 5-8 p.m.

Howard Elementary Soccer Field (Feb. 1-Oct. 31)

- Weekdays, 5-8 p.m.
- Saturdays, 8 a.m.-5 p.m.

Wilson Elementary – field inside track oval (Feb. 1-Oct. 31)

- Weekdays, 5-8 p.m.
- Saturdays, 8 a.m. to 5 p.m.

EXHIBIT B

The following annual usage fees are due by Nov. 1 of each year, as specified in Article 2:

Year 1 - \$13,000

Year 2 - \$15,000

Year 3 - \$17,000

Year 4 - \$19,000

Year 5 - \$21,000

Year 6 - \$23,000

Years 7-10 - \$25,000 per year

Make checks payable to "City of Medford"

Direct payments to:
Medford Parks and Recreation Department
c/o Accounts Payable
701 N. Columbus Ave.
Medford OR 97501