



AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: MOA - Timber/Thorn Date: 6/12/2024

Statement of Purpose: Host Portland Timber/Thorn camp for community

Department Head Signature: [Signature]

Remarks, if any: _____

City Attorney Review and Signature: See attached email Date: 6-11-24

Other Signatures as Requested by the City Attorney: _____

Name/Position
Date: _____

Budget Confirmed: Signature Yes No N/A

Certificate of Insurance Attached: Yes No N/A

City Council Approval Needed: Yes No Date: _____

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 6-12-24

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

Zachery Koprowski

From: David Allen
Sent: Tuesday, June 11, 2024 4:42 PM
To: Zachery Koprowski; Michael Cavanaugh
Cc: Spencer Nebel; Erik Glover
Subject: Re: MOA: Timber/Thorn
Attachments: PTFC and City of Newport Signed MOA.pdf; Lincoln County School District (Newport) COI.PDF; City of Newport COI.pdf; Re: Agreement: Timbers/Thorn - draft MOA

Okay, thanks ... the attached MOA signed by PTFC can be signed by Spencer. See attached e-mail for additional documents to attach to MOA, including the LCSD sign-off for the PTFC-City joint application for use of high school facilities. --David

From: Zachery Koprowski
Sent: Tuesday, June 11, 2024 10:49 AM
To: David Allen
Cc: Michael Cavanaugh
Subject: MOA: Timber/Thorn

Hey David,

Attached are the requested documents from the Timbers. If everything looks good can we have Spencer sign off so we can get this posted?

Thank you for all your help with this!

Zach

Zach Koprowski
Sports Program Supervisor
City of Newport Parks & Recreation
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Office: 541-265-7814
Cell: 520-730-3617
www.newportoregon.gov

MEMORANDUM OF AGREEMENT

Between Portland Timbers Football Club (PTFC) and City of Newport, Oregon (City) for Portland Timbers/Thorn Camp - July 29 to August 1, 2024 (Camp)

PTFC and the City agree as follows under this Memorandum of Agreement (MOA):

- I. Field Use. PTFC and City submitted an application with Lincoln County School District (LCSD) for use of Newport High School facilities (Field) for the Camp. A copy of the joint application is attached to this MOA.

- II. Fees.
 - a. The City agrees to pay PTFC a specified fee (Fee) dependent on the number of campers enrolled in the Camp:
 - i. Each camper pays \$175, @ 100+ kids - the City pays \$4,000
 - ii. Each camper pays \$175, @ 80-99 kids - the City pays \$4,500
 - iii. Each camper pays \$175, @ 60-79 kids - the City pays \$5,000
 - b. The City shall pay the Fee to PTFC within thirty (30) days of the conclusion of the Camp.

- III. PTFC Obligations.
 - a. PTFC shall provide all coaches necessary to run the Camp, and all balls, cones, pennies, pop-up tents, water jugs, and other equipment reasonably necessary to run the Camp.
 - b. PTFC shall provide the City with a hosted Timbers match experience for up to four (4) guests, which will include four (4) tickets to a home Timbers match as determined by PTFC and four (4) Timbers scarves.
 - c. PTFC shall list the City as an official field partner on PTFCcamps.com throughout the duration of the applicable PTFC camps season (i.e., if this MOA is for the 2024 camps season, PTFC will list the City as an official field partner during the 2024 camps season).

- IV. City Obligations.
 - a. The City shall deliver the Field in good, well-kept, and clean condition. For the duration of the Camp, the City shall provide to PTFC at least two (2) full-size soccer goals per Field, access to clean drinking water, and open, accessible, and clean bathroom facilities.
 - b. The City shall send at least one (1) e-mail regarding the Camp to its e-mail database.
 - c. The City shall post announcements regarding the Camp to its social media accounts, if applicable.

- V. Cancellations; Force Majeure.
 - a. Notwithstanding anything to the contrary herein, PTFC reserves the right to cancel the Camp if the number of participants signed up for the Camp is less than sixty (60). In such event, no Fees shall be due from PTFC to the City.

- b. Additionally, neither party will be in breach of its obligations if such party's performance is prevented or pre-empted because of acts of God, public health emergency, pandemic, government action or order, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, the elements, strikes, lock-outs, or labor disputes or any cause beyond the party's reasonable control for the period during which the event continues. If PTFC is unable to host the Camp due to the foregoing, no Fees shall be due from PTFC to the City.

VI. Miscellaneous.

- a. The rights of each party under this MOA are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior written consent of the other party.
- b. The 2020 Cooperative Use Agreement between the City and LCSD, a copy of which is attached to this MOA, shall be used to resolve all matters of liability, indemnification, and property damage between the City and LCSD relating to this MOA.
- c. PTFC shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from any liability, claims, losses, injury, demand, expenses, or lawsuits and actions arising out of or based upon damages or injuries to persons or property caused by the negligent or otherwise wrongful acts or omissions of PTFC or its officers, employees, or agents, in the performance of or failure to perform under this MOA. PTFC shall have general liability insurance with liability limits of at least \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate, naming the City and its officers, employees, and agents as additional insureds, and provide the City with a certificate of insurance to that effect.
- d. This MOA is not intended to and shall not be construed to create any relationship of partnership, joint venture, employment, franchise, or agency between PTFC and the City.
- e. This MOA may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

CITY:



Spencer R. Nebel, City Manager

6/12/24

Date

PTFC:



Name/Title: Roan Brady Camps Manager

6/10/2024

Date