

**PERMIT AND HOLD HARMLESS AGREEMENT
HUDSON-PARCHER PARK**

THIS AGREEMENT is made by and between Columbia County, a political subdivision of the State of Oregon (hereinafter referred to as “County”), and Rainier Little League, a private non-profit organization (hereinafter referred to as “Little League”), for use of the ballfields located at Hudson-Parcher County Park during the 2026, 2027 and 2028 Little League seasons.

RECITALS

WHEREAS, the Little League is a private, non-profit organization that annually sponsors and organizes a baseball program for youth in the Rainier area in Oregon; and

WHEREAS, Hudson-Parcher Park is a County Park; and

WHEREAS, the Little League wishes to use the baseball fields at Hudson-Parcher County Park for their 2026, 2027 and 2028 seasons;

NOW, THEREFORE, in consideration for the mutual promises and obligations stated herein, the parties agree as follows:

- I. **Term.** This Agreement shall commence on the last date signed by the parties and shall remain in effect until June 19, 2028, unless sooner terminated as provided herein.
- II. **Scope of Permitted Use.** Little League teams in all divisions may use the Hudson-Parcher baseball fields, grandstand, and adjoining parking areas for scheduled practices and games during the Season, subject to the terms and conditions of this Agreement. As used in this Agreement, “Season” shall mean the third Friday of February, through the third Monday of June. During the Season the County will reserve the ballfields for Little League use Monday through Friday from 4:00 pm until 8:00 pm.
- III. **Representatives.** The representatives for this Agreement shall be:

FOR COUNTY: Riley Baker Columbia County General Services 230 Strand Street St. Helens, OR 97051 (503) 397-7251 riley.baker@columbiacountyor.gov	FOR LITTLE LEAGUE: Kim O'Brien, President Rainier Little League PO Box 876 Rainier, OR 97048 (360) 431-7867 rainierrental01@gmail.com
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All correspondence shall be sent to the above representatives when written notification is necessary. Representatives can be changed by providing written notice to the other party at the address listed.

IV. Little League Responsibilities.

- A) The Little League shall contribute the labor and may request assistance from the County's Forest, Parks and Recreation Department staff for pre-Season field preparation. During the Season, the Little League may supply equipment and materials for maintaining the field, such as tractors, mowers, fertilizer and soil conditioners, as approved by the Director of Forest, Parks and Recreation prior to the start of the Season. In addition, the Little League shall:
- (1) Upgrade and maintain the ballfield to Little League standards. The Little League shall obtain the written approval and consent of the Director of Public Works prior to commencing any structural improvements at the ballfield.
 - (2) Mow the entire outfield area and maintain the infield during the Little League Season. The Little League shall schedule and be responsible for maintenance of these areas during the Season.
 - (3) Remove all trash or litter at all areas used by the Little League which results from such use or from spectators attending Little League scheduled practices and games.
 - (4) Maintain the upper restroom in a clean and sanitary condition during Little League scheduled use.
 - (5) Maintain grandstand storage area in an orderly and clean condition. All Little League equipment and materials must be removed from the grandstand storage area at the conclusion of the Season.
 - (6) The Little League shall obtain approval from the County prior to securing third-party services in the performance of Little League responsibilities specified in this agreement.
- B) The Little League shall not charge a spectator fee for park facilities used under this Agreement without the written permission of the County.

- C) The Little League shall comply with all executive orders of the Governor relating to public gatherings and all applicable Oregon Health Authority guidance related to communicable disease.
- D) The Little League shall indemnify, defend, save, and hold harmless the County, its officers, agents and employees, from any and all claims, suits or actions of any nature, including claims of injury to any person or persons or of damage to property, caused directly or indirectly by reason any error, omission, negligence, or wrongful act by Little League, its officers, agents, employees or invitees arising out this Agreement. This indemnity does not apply to claims, suits or actions arising solely out of the negligent acts or omissions of the County, its officers, agents or employees.
- E) The Little League shall maintain commercial general liability and property damage insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. The Little League shall provide County a certificate or certificates of insurance in the amounts described above which names County, its officers, agents and employees as additional insureds. Such certificate or certificates shall be accompanied by an additional insured endorsement. Little League agrees to notify County immediately upon notification to Little League that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way, or changed to make the coverage no longer meet the minimum requirements of this Agreement.

V. County Responsibilities:

- A) The County shall give preference to the Little League in reserving the HudsonParcher Stadium ballfield for the dates and times specified by the Little League in its submitted yearly schedule for Season games and practices.
- B) The County shall notify the Little League, in a timely manner, of the ballfield reservation confirmation for the Season. The County shall notify the Little League of any conflicts with ballfield use reservations made by other parties.
- C) The County shall provide the Little League with a key to the upper restroom for use when the park is not open to the general public.
- D) The County shall provide the Little League with a key to the back gate entrance for use when the park is not open to the general public.
- E) The County shall notify the Little League of any County labor and/or material expense incurred by the County in the performance of Hudson-Parcher Stadium

ballfield maintenance that would otherwise be the responsibility of the Little League under this agreement.

VI. **Deposit.** A refundable deposit in the amount of \$250.00 shall be paid by the Little League to the County at least fifteen (15) days prior to the start of each Season. Labor and/or material expense incurred by the County during the Season, related to any use by the Little League and/or their spectators, shall be deducted from the deposit amount. Any refundable balance payable to Little League after the conclusion of each Season shall be determined by the County.

V. **Miscellaneous Provisions:**

- A) This Agreement may be modified by the parties at any time, provided that the modifications are in writing, and signed by both parties.
- B) This Agreement may be terminated at any time in whole or in part by the mutual consent of both parties. The County may terminate this Agreement upon thirty (30) days' written notice, if the Little League fails to comply with the terms and conditions of this Agreement. The County shall give the Little League thirty (30) days to cure any such violation. In the interest of public health, safety or welfare, the County may, at its sole discretion, terminate or suspend this Agreement or require removal of equipment or other personal property immediately upon written notice to the Little League, or at a later date determined by the County.
- C) In the event of a dispute between the parties arising out of or relating to this Agreement, the parties agree to submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises, and preferably before commencement of litigation or any permitted arbitration. The parties agree to exercise their best efforts in good faith to resolve all disputes in mediation.
- D) The failure of any party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement.
- E) The parties agree that time is of the essence in this Agreement.
- F) This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- G) This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind any party unless in writing and signed by all parties. Such waiver, consent, modification or

change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not contained within the terms of this Agreement. The parties, by signature of their authorized representatives, below, hereby acknowledge that they have reviewed and understand and agree to the terms and conditions of this Agreement.

RAINIER LITTLE LEAGUE

By: [Signature]

Date: 1/12/26

**BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON**

By: _____
Kellie Jo Smith, Commissioner,

By: _____
Casey Garrett, Commissioner

By: _____
Margaret Magruder, Commissioner

Date: _____

Approved as to form:

By: [Signature]
Office of County Counsel