

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 2010-011

Approval of a Permit to New Song Church for Non Exclusive Use of Parking Spaces at the West End of the Morrison Bridgehead Parking Lot (Lot 24)

The Multnomah County Board of Commissioners Finds:

- a. New Song Church, working as Manna Ministries, approached Multnomah County during the fall of 2009 regarding use of a portion of the west end of the Morrison Bridgehead parking lot for their Sunday evening Feed-the-Homeless Program. The property (Property) is more particularly described in the attached Permit for Non Exclusive Use of Parking Spaces (Permit). A 90-day temporary permit was issued by the Chair to start the program.
- b. The attached Permit has been negotiated to provide non exclusive use of approximately 50 parking spaces needed to provide this service to the homeless community each Sunday evening from 6:00pm to 11:00pm.
- c. It is in the best interests of the County to continue non-exclusive use of the Property under the terms of the attached Permit on a month-to-month basis.

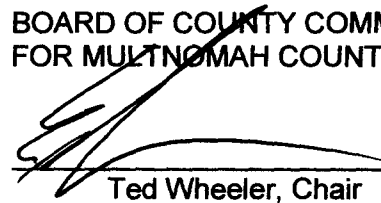
The Multnomah County Board of Commissioners Resolves:

1. The Property is temporarily surplus to any County use for the limited time and purpose described in the Permit.
2. The Board approves the attached Permit. The County Chair is authorized to execute the Permit substantially in the form attached to this Resolution.
3. The County Chair is authorized to execute renewals of the Permit and execute amendments to the Permit without further Board action.

ADOPTED this 28th day of January 2010.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Ted Wheeler, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
John S. Thomas, Deputy County Attorney

SUBMITTED BY:

Mindy Harris, Interim Director, Dept. of County Management

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PERMIT FOR NON EXCLUSIVE USE OF PARKING SPACES

Multnomah County, Oregon ("County") hereby grants to New Song Church-Manna Ministries ("Manna") the non-exclusive use of parking spaces as follows:

Recitals:

- a. County owns property ("County Property"), part of which is described in Exhibit "A" ("Permit Property"), collectively, "the Properties".
- b. County, in coordination with the Portland Development Commission ("PDC") intends to select a developer for the county Property and to convey the County Property to the developer pursuant to a development agreement.
- c. County currently uses the County Property for parking which provides significant revenue to County.
- d. Manna needs a site in the Downtown Portland area to provide food to homeless individuals one (1) night per week.
- e. The Permit Property is temporarily available on a non-exclusive basis for this purpose on Sunday nights while County seeks proposals for development and continues to contract operation for the commercial parking lot on County Property.
- f. Manna began using the property on November 8, 2009 under a Temporary Use Agreement dated November 20, 2009. The parties desire to enter into this agreement to extend use of the property on a month-to-month basis commencing February 1, 2010.

Agreement:

1. Commencing February 1, 2010 Manna shall have the right to occupy the Permit Property on each Sunday evening from the hours of 6:00p.m. to 11:00p.m. for the purpose of distributing food to homeless persons ("Meal Program") only. The County may suspend or terminate use of the property by Manna under this permit upon 30 days written notice. If the County determines that an emergency exists that prevents use of the property, County may suspend use of the property without notice. This Permit is non-exclusive, as County may need to access the Properties for non-emergency uses during the Meal Program.

2. Manna shall:

- a. At all times keep the Permit Property in a clean, safe and sanitary condition and shall provide trash receptacles which shall be emptied and removed promptly after each use.
- b. At all times maintain vehicular ingress and egress over the area shown circled on Exhibit "A".
- c. Provide and remove portable restroom facilities during the hours the Meal Program is in operation. This requirement may be met by providing access to

and directing patrons to the portable restroom facilities provided by Saturday Market under the Burnside Bridge.

- d. Obtain all necessary permits including permits required for preparation and distribution of food.
- e. After each use, promptly clean and restore the Permit Property to its condition prior to commencement of the use.
- f. Promptly report to County any unsafe conditions existing on the Permit Property; immediately cease use of the Permit Property if unsafe conditions are discovered.
- g. Promptly report and repair upon request of County any damage to the Properties occurring during use of the Permit Property.
- h. Promptly report any damage to personal property located on the Properties. Manna shall be liable for all such damage whether to County personal property or personal property owned by others arising out of use of the Permit Property under this Agreement or from the actions of invitees or licensees on the Permit Property.

3. Manna shall provide at its own expense and keep in force during the term of this Agreement, naming County as additional insured, a commercial general liability insurance policy or such successor comparable form of coverage (hereinafter referred to as a "Liability Policy") written on a "per occurrence basis", including without limitation, blanket contractual liability coverage, broad form property damage, independent contractor's coverage, and personal injury coverage, protecting County and Manna against liability occasioned by any covered occurrence on or about the Permit Property. Such policy shall be written by an insurance company acceptable to County in County's sole discretion and licensed to do business in the State of Oregon and shall provide coverage limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily or personal injury (including death) and property damage combined, subject to commercially reasonable deductible. Prior to the time such insurance is first required to be carried by Manna and thereafter, Manna agrees to deliver to County a certificate evidencing such insurance coverage. Said certificate shall contain an endorsement that such insurance may not be canceled except upon ten (10) days' prior written notice to County.

4. Materials and Hazardous Substances:

- a. No materials shall be stored, used, manufactured or disposed of within the Permit Property except in compliance with all deferral, state and local laws applicable thereto. Upon the expiration or termination of this Permit, Manna shall remove immediately all materials from the Permit Property.
- b. Except as provided in sub-section 8.c, no "Hazardous Substances", as defined by ORS 465.200 (16) (2005) and implementing regulations of the State of Oregon Department of Environmental Quality, or which constitute a public health hazard, as defined by rules of the Oregon State Health Division shall be

stored, used, manufactured, released or disposed of within the Permit Property, and no condition shall be permitted within the Permit Property which constitutes a health hazard, as defined by the rules of the Oregon State Health Division.

- c. Manna may use on the Permit Property only those hazardous substances typically used in the prudent and safe operation of a Meal Program, provided Manna's use of such substances is done in a manner in compliance with all applicable federal, state and local laws thereto. Upon the expiration or termination of this Permit, Manna shall remove immediately all hazardous substances from the Permit Property.

6. Manna shall indemnify, defend and hold County harmless from and against all liability, damage loss, and costs of any nature whatsoever, including attorney fees, arising from or relating to the use of the Permit Property city and Manna or their agents, employees, independent contractors, licensees and invitees and any other person whether or not such use is permissive.

7. Manna shall provide monthly reports to County containing the following information:

- Number of persons served during each use of the Permit Property during the reporting period;
- Detailed report of all complaints received from any source concerning use of the Permit Property during the reporting period; and
- All damage to property, if any, occurring during the reporting period.

8. The representatives of the parties to this Agreement are:

For Manna: Chuck Lindholm, Associate Pastor
New Song Community Church – Manna Ministries
2511 NE Martin Luther King Jr. Blvd
Portland, OR 97212
Phone: (503) 422-0777
Fax: (503) 422-1402

For County Carla Bangert
Multnomah County
Facilities and Property Management
401 N Dixon Street
Portland, OR 97227
Phone: (503) 988-4128
Fax: (503) 988-5082

Emergency Contacts

For Manna Chuck Lindholm – Associate Pastor
(503) 422-0777

For County: Craig Flower, Property Manager
(503) 969-7462

9. Manna shall not assign this Agreement without the prior written consent of County.
10. This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

Multnomah County, Oregon

New Song Church – Manna Ministries

By: _____
Ted Wheeler, Chair

By: _____
Title: _____

Date: _____

Date: _____

Reviewed:

By: Agnes Sowle, County Attorney for
Multnomah County