

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 04-121

Declaring the Property Located at 2115 SE Morrison Street, Portland, OR 97214 to be Surplus and Approving a Permit for Use of Property to City of Portland Police Bureau

The Multnomah County Board of Commissioners Finds:

- a. The County-owned property, known as the Morrison Building, at 2115 SE Morrison Street, Portland, OR 97214 is, at this time, surplus to any County use.
- b. By County Resolution 02-032, the Board directed Facilities and Property Management Division to dispose of the County-owned Morrison Building.
- c. By County Resolution 04-022, the Board established a Morrison Building Property Task Force to assess the feasibility of all disposition options and devise a plan for disposition. The Task Force will report back to the Board by September 2004.
- d. The Morrison Building is vacant and the County allows the non-exclusive use of the adjacent County-owned parking areas for Park-and-Ride activities. The City of Portland Police Bureau requests the temporary use of the vacant building for tactical training of police officers.
- e. The attached Permit for Use of Property has been negotiated with the City of Portland on behalf of the City of Portland Police Bureau.
- f. It is in the best interests of the County to permit the temporary use of the Property on the terms and conditions set forth in the attached Permit for Use of Property.

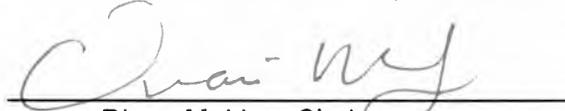
The Multnomah County Board of Commissioners Resolves:

1. The Board approves the attached Permit for Use of Property. The County Chair is authorized to execute the Permit substantially in the form attached to this Resolution.
2. The County Chair is authorized to execute renewals of the Permit and to execute amendments to the Permit without further Board action.

ADOPTED this 19th day of August, 2004.



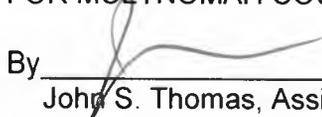
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

John S. Thomas, Assistant County Attorney

MULTNOMAH COUNTY PERMIT FOR USE OF PROPERTY

1. Multnomah County, Oregon (County) hereby grants to City of Portland Police Bureau (hereafter "Permitee") the right to use the following described property (hereafter "the Property") in accordance with the terms and conditions of this permit:

The Morrison Building property located 2115 SE Morrison Street, Portland, OR 97214

Permitee has inspected the Property and accepts the Property "AS IS." Permitee has been advised that the following conditions exist or may exist on the Property:

1. Damage and hazards caused by vandalism may be present.
2. Electrical and water hazards are likely present in the building.
3. Mold, fungus and asbestos are likely present in the building.
4. Discarded furniture and debris is in the building and may cause hazards.
5. Severe damage to the building is likely in the event of an earthquake.

2. The Property shall be used solely for the following purpose:

Tactical training conducted by Portland Police Bureau of police officers
and parking during with such use.

No other use of the Property shall be made without the prior written consent of the County. Access to the Property and control of the Property will remain with County. Permitee shall request access to and use of the Property in advance of each use by Permitee. Permitee shall submit requests in writing to County's Facilities and Property Management Division, Property Management Section Supervisor or designee.

3. Term. The term of this Permit shall commence on execution by County and Permitee and shall continue through June 30, 2005. The term of this permit may be extended upon further agreement in writing between Permitee and County. Either party may unilaterally terminate this Permit by providing the other a written notice thirty (30) days before the proposed date.
4. Consideration. Permitee shall pay to County the sum of \$0.00 upon the execution of this Permit.
5. Condition of Property After Termination. Permitee shall return the Property to the County in the condition it was at the commencement of the Permit, normal wear and tear excepted. Permitee agrees to reimburse the County within 30 days of billing for any damage to the Property and for the any damage to or theft of fixtures or personal property on the Property, regardless of whether such damage or theft is caused by the Permitee, the Permitee's independent contractors, agents, employees, guests or any other person for whose act any of them may be liable.
6. County Not Liable. The County shall not be liable for any loss or damage to any property brought on to the Property under this agreement.
7. Indemnity. To the fullest extent permitted by law, Permitee shall indemnify, defend, and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses including but not limited to attorney's fees arising out of or resulting from use and occupancy of the Property by Permitee or Permitee's independent contractors, agents, employees, guests or any other person for whose act any of them may be liable. If Permitee is a public entity, such indemnification shall be subject to the conditions and limitations of Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300.
8. Insurance. The Permitee shall maintain general liability insurance naming County as an additional insured for claims for bodily injury or death and property damage with combined single limits of not less than one million dollars (\$1,000,000) single occurrence limit and shall provide County with a certificate from the

insurance carrier evidencing such coverage prior to exercising the permission granted herein. If Permittee is a public entity, insurance shall not be required if proof of self-insurance is provided to County.

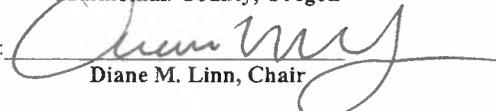
- 10. Taxes If Permittee is a taxable entity and this permit is in effect on July 1 of any tax year, Permittee will be liable for the payment of real property taxes on the Property for such tax year.

The terms, conditions and provisions of this Permit are agreed to and accepted by the parties to this Permit this ____ day of _____, 2004.

Permittee

Board of County Commissioners for
Multnomah County, Oregon

By: 
Title: Pres. of the Council

By: 
Diane M. Linn, Chair

Reviewed:

BY 
AUDITOR


Assistant County Attorney

APPROVED : MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-11 DATE 08-19-04
DEBORAH L. BOGSTAD, BOARD CLERK

APPROVED AS TO FORM

CITY ATTORNEY

ORDINANCE NO. 178511

*Authorize an Intergovernmental Agreement with Multnomah County to replace a prior agreement for Police Bureau use of the Morrison Building (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. Police officers require regular tactical training. Using simunition (paint ball) weapons in the training process is helpful in identifying weaknesses in tactical responses of officers.
2. Multnomah County (County) has a building available for use at 2115 SE Morrison (building) at no cost.
3. The County has agreed to allow the Police Bureau to use the building for tactical training using simunition weapons.
4. The City Council approved a similar agreement for use of the building on April 14, 2004. This agreement replaces the agreement approved by ordinance 178297. The County found the original agreement failed to list five pre-existing conditions of the building. The new agreement is the same as the prior agreement but includes the list of pre-existing conditions.
5. The agreement will commence May 1, 2004 and continue through June 30, 2005. The term of the agreement may be extended upon further agreement in writing between the County and the City.

NOW, therefore, the Council directs:

- a. The Mayor and City Auditor are hereby authorized to sign the new agreement between Multnomah County and the City of Portland as a replacement for the agreement approved by ordinance 178297. The new agreement is attached as Multnomah County Permit for use of Property.

Section 2. The Council declares that an emergency exists because delay in proceeding with this agreement will unnecessarily deprive Multnomah County and the City of Portland of the mutual benefits of this agreement; therefore this ordinance shall be in force and effect from and after its passage by the Council.

Passed by Council:

JUN 23 2004

Mayor Vera Katz

Prepared by; Steven Hendricks

June 2, 2004

Gary Blackmer

Auditor of the City of Portland

By



Deputy