

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 05-130

Declaring a Portion of the Property Located at 600 NE 8th Street, Gresham, Oregon to be Temporarily Surplus and Approving a Permit for Use of Property to Mt. Hood Festival of Jazz, a Non-Profit Organization

The Multnomah County Board of Commissioners Finds:

- a. A portion of the property located at 600 NE 8th Street, Gresham, OR 97030, (Property) is, at this time, temporarily surplus to any County use.
- b. The attached Permit For Temporary Use Of Property has been negotiated with Mt. Hood Festival of Jazz, a Non-Profit Organization.
- c. 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 Temporary Use Of Property.

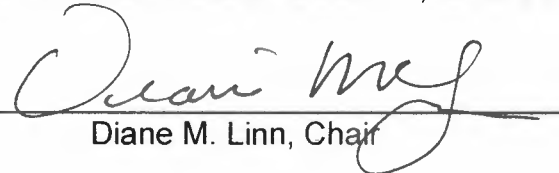
The Multnomah County Board of Commissioners Resolves:

1. The Board approves the attached Permit For Temporary Use Of Property. The County Chair is authorized to execute the Permit substantially in the form attached to this Resolution.

ADOPTED this 28th day of July, 2005.



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, Deputy County Attorney

MULTNOMAH COUNTY PERMIT FOR USE OF PROPERTY

1. Multnomah County, Oregon (County) hereby grants to Mt. Hood Festival of Jazz, a Non-Profit Organization (hereafter "Permitee") the right to use the following described property (hereafter "the Property") in accordance with the terms and conditions of this Permit:

East Parking Lot adjacent to the Multnomah County East Building, located at 600 NE 8th Street, Gresham, Oregon, 97030.

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:

- County staff or client cars may be parked on the lot at the beginning of the Permit period
 - No utilities or services will be provided to the Property for use by the Permitee
2. The Property shall be used solely for the following purpose under the conditions listed:
 - Use of the Property shall be limited to free parking for Mt. Hood Jazz Festival volunteers and artists. No charge will be assessed to any parkers using the lot.
 - Permitee will provide staff to be present at the lot at all times to direct traffic and secure the parking lot and vehicles parked therein. The County shall not be liable for damage to or theft of any vehicle or its contents parked on the Property during the term of this Permit.
 - Permitee will begin parking vehicles at the eastern side of the parking lot no earlier than 5:00 pm on Friday, August 5, 2005, but will allow immediate and free access to any County client arriving for services in the Multnomah County East Building on Friday, August 5, 2005.
 - Permitee will allow immediate and free access to the parking lot by any County ID badge holder or County vehicle during the term of this Permit.

No other use of the Property shall be made without the prior written consent of the County, including access to or use of the Multnomah County East Building.

3. Term. The term of this Permit shall commence at 5:00 pm on August 5, 2005 and shall continue to 11:59 pm on August 6, 2005.
4. Consideration. Permitee shall pay to County the sum of \$0.00 upon the execution of this Permit. County is providing temporary use of the Property at no cost due to the non-profit status of the Permitee.

5. Condition of Property After Termination Permittee shall return the Property to the County in the condition it was at the commencement of the Permit. Permittee agrees to clean up any debris left in the parking lot resulting from Permittee's use. Permittee 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 Permittee, the Permittee'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, Permittee 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 Permittee or Permittee's independent contractors, agents, employees, guests or any other person for whose act any of them may be liable.
8. Insurance. The Permittee 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.

The terms, conditions and provisions of this Permit are agreed to and accepted by the parties to this Permit this 28th day of July, 2005.

PERMITEE

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By: _____

By _____
Diane M. Linn, Chair

Title: _____

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
John S. Thomas, Deputy County Attorney