

RESOLUTION NO. 296

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF MULTNOMAH FOR THE USE OF COUNTY PROPERTY.

WHEREAS, Multnomah County is the owner of certain real property within the City of Troutdale, and

WHEREAS, City of Troutdale and the County of Multnomah are authorized by ORS 190.010 to enter into a written agreement for the performance of any or all functions and activities that each party to the agreement, its officers or agents, have authority to perform.

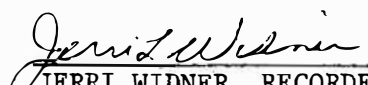
NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE THAT the City of Troutdale enter into an agreement in form attached hereto, marked Exhibit "A" and made a part of this resolution as though fully set forth herein, and

BE IT FURTHER RESOLVED THAT the Mayor of the City of Troutdale be authorized to execute the agreement in behalf of the City of Troutdale.

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF TROUTDALE ON THE 9th DAY OF October, 1979.

YEAS	<u>5</u>
NAYS	<u>0</u>


MAYOR OF THE CITY OF TROUTDALE

ATTEST:

JERRI WIDNER, RECORDER

LICENSE AGREEMENT

The County of Multnomah, a sub-division of the State of Oregon, having home rule powers, hereinafter referred to as "County", hereby authorizes the City of Troutdale, a municipal corporation of the State of Oregon, hereinafter referred to as "City", to use the real property described in Exhibit "A", a copy of which is so marked and attached hereto and made a part of this Agreement by reference, for the purposes and subject to the conditions set forth herein.

1. Use of Land: The City shall be entitled to use the real property described in Exhibit "A" for recreational purposes and the land may be used by the general public.

2. Term of License: This Agreement shall commence upon the execution hereof and shall continue through June 30, 1980. Thereafter, the Agreement shall continue at the will of the County, subject to being terminated at any time by giving to the City sixty (60) days notice prior to the effective date of termination. In the event the City shall desire to terminate the Agreement, it may do so by providing the County with written notice of its intent to abandon the Agreement and the termination shall be effective upon the date stated in the City's notice of termination.

3. License Fee: The County shall not charge and the City shall not be obliged to pay any license fee or other charge for the use of the property described in Exhibit "A".

4. Indemnity: The City shall be liable for any damage caused to the property described in Exhibit "A" through its operations. The

City shall hold the County, including its elected officials, administrators, agents and employees, harmless from and against any and all liability which may be asserted against the County on account of any injury or injuries (including death) to any person or persons whomsoever, howsoever caused and any and all other claims or damages, taxes and other such claims arising out of or in any way connected with, directly or indirectly, the use or occupancy by the City of the property described in Exhibit "A".

5. Improvements: The City shall have the right to construct upon the property two soft ball diamonds, trails in the wooded area, wooden benches along the trails and prepare and maintain a temporary parking area, including a graveled access road from Cherry Park Road along the East property line to the soft ball diamonds as described in Exhibit "A". Upon the termination of this Agreement, or within sixty days thereafter, the City shall have the right and the obligation to remove all fixtures and structures placed upon the property described in Exhibit "A". Upon termination, the City shall inspect the property and correct any hazardous conditions created by the City's use of the property.

6. Interpretation of Agreement: This Agreement shall not be construed so as to place the City in possession of any of the property of the County, including the land described in Exhibit "A", or to abridge the right of the County as owner of the land in any respect. Nothing in this Agreement shall be construed or interpreted in any manner whatsoever as limiting, relinquishing or waiving any rights of ownership enjoyed by the County in the property.

7. Assignment: This License Agreement shall not be assigned or transferred without the written consent of the County, except that the property

may be used by the general public for recreational purposes during the term of this Agreement.

8. Maintenance: The City shall maintain the premises in good order at all times, making minor repairs or correcting hazards at its own expense.

9. Risk of Loss: Any loss sustained by the City as the result of fire, casualty, theft or any other loss which might ordinarily be covered under a standard fire insurance policy with extended coverage shall be borne by the City.

Dated this _____ day of August, 1979.

APPROVED AS TO FORM:
JOHN B. LEAHY
COUNTY COUNSEL FOR
MULTNOMAH COUNTY, OREGON
John B. Leahy

THE COUNTY OF MULTNOMAH

By: *Donald F. Clark (Alce)*

By: _____

THE CITY OF TROUTDALE

By: *R. M. Stump*

By: *Gene L. Udwin*

