

RESOLUTION NO. 96-014

A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE CITY OF THE DALLES AND  
MID-COLUMBIA COMMUNITY ACTION COUNCIL, INC.  
FOR USE OF THE DOCK AT THE STADELMAN BUILDING

WHEREAS, Mid-Columbia Community Action Council, Inc. has  
submitted a request to use the dock at the Stadelman Building  
located at 206 Laughlin, for the Mid-Columbia Food Share to  
unload, sort, and reload donated food products on a monthly  
basis; and

WHEREAS, City staff has reviewed the request and has  
recommended to the City Manager that the request be granted; and

WHEREAS, the City Council desires to authorize execution of  
an agreement allowing such use;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS  
FOLLOWS:

Section 1. The City Manager, City Clerk, and City Attorney  
are authorized to sign the agreement between the City of  
The Dalles and Mid-Columbia Community Action Council, Inc., a  
copy of which is attached hereto as Exhibit "A".

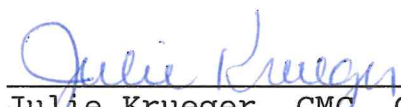
PASSED AND ADOPTED THIS 8TH DAY OF APRIL, 1996.

Voting Yes, Councilmembers:	<u>Hill, Davis, Briggs, Koch, Van Cleave</u>
Voting No, Councilmembers:	<u>None</u>
Absent, Councilmembers:	<u>None</u>
Abstaining, Councilmembers:	<u>None</u>

AND APPROVED BY THE MAYOR THIS 8TH DAY OF APRIL, 1996.

Attest:

  
David R. Beckley, Mayor

  
Julie Krueger, CMC, City Clerk

## AGREEMENT

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1996, between the City of The Dalles, hereinafter referred to as "City", and Mid-Columbia Community Action Council, Inc., hereinafter referred to as "MCCAC".

For and in consideration of the promises, covenants, terms, and provisions contained in this agreement, the parties mutually agree as follows:

1. The City grants permission to MCCAC to use the dock located at the Stadelman Building, 206 Laughlin, The Dalles, Oregon, to be used by Mid-Columbia Food Share, an affiliate of MCCAC, to unload, sort, and reload donated food products on a monthly basis. The normal schedule for the use of the dock shall occur on the third Thursday of each month, from approximately 10:30 AM until approximately 3:00 PM. In the event that weather conditions or other good cause requires the schedule to be changed, MCCAC shall notify the City of the rescheduled date and time as soon as possible.

2. MCCAC shall provide City with an original certificate of insurance, containing a 30 day notice of cancellation, prior to commencement of the use of the dock, showing MCCAC has a comprehensive general liability insurance policy in effect, with \$500,000 combined single limits per occurrence and a general aggregate limit of \$1,000,000.00. MCCAC shall keep the insurance policy in effect during the time this agreement remains in effect.

3. MCCAC shall indemnify, save and hold harmless the City of The Dalles, its officers, agents, and employees, from any and all claims for losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts or omissions of MCCAC or the Mid-Columbia Food Share Program, while the dock is used by any agents, officers, employees, or representatives of MCCAC or the Mid-Columbia Food Share Program.

4. This agreement shall run on a month-to-month basis and may be terminated by either party giving thirty (30) days' written notice to the other party.

CITY OF THE DALLES

MID-COLUMBIA COMMUNITY  
ACTION COUNCIL, INC.

By \_\_\_\_\_  
Margaret M. Renard  
City Manager

By \_\_\_\_\_  
Jim Slusher  
Executive Director

Attest: \_\_\_\_\_  
Julie Krueger, City Clerk

Approved as to form:

\_\_\_\_\_  
Gene E. Parker, City Attorney