

**After recording return to:**

City Clerk  
313 Court Street  
The Dalles, Oregon 97058

**LICENSE AGREEMENT**

This License Agreement (“Agreement”) is entered into by and between the City of The Dalles (“City”), an Oregon municipal corporation, and Mid Columbia Community Action Council (“MCCAC”), a private nonprofit organization (collectively, “Parties”).

**WHEREAS**, MCCAC is a nonprofit corporation whose charitable purpose includes the support of homeless individuals and is recognized as exempt from income tax under section 501(c)(3) of the Internal Revenue Code;

**WHEREAS**, MCCAC, in partnership with the City, operates a temporary shelter site (“Site”) to provide homeless shelter services through March 31, 2021, under the authority of Emergency Resolution No. 20-025, incorporated herein by reference;

**WHEREAS**, the City is in the process of amending its Land Use and Development Ordinance to permit permanent and temporary shelters on private property within the City’s planning jurisdiction (“LUDO Amendments”);

**WHEREAS**, the Site is located on the public right-of-way near Bargeway Road and Industrial Drive in The Dalles, Oregon, more accurately described in Exhibit “A” attached to and made part of this Agreement;

**WHEREAS**, Section 4 of General Ordinance No. 97-1217 provides no person may occupy a public right-of-way without the City’s permission, and the City grants permission by, *inter alia*, license;

**WHEREAS**, the City desires to grant MCCAC a license to continue operation of homeless shelter services on the Site past March 31, 2021; and

**WHEREAS**, this Agreement defines the scope of said license and effectuates the City’s grant of permission to MCCAC’s future temporary occupancy of the public right-of-way.

**NOW, THEREFORE**, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the Parties agree:

1. The City grants MCCAC a temporary, personal, and revocable license (“License”) to use the Site to operate its own temporary shelter program subject to the following conditions:
  - a. MCCAC may use the Site only for the express purpose of operating a temporary shelter program servicing The Dalles’ homeless population in no more than eighteen (18) Pallet shelters;
  - b. The License’s effective term (“Term”):
    - i. commences on April 1, 2021; and
    - ii. expires on the earlier of:

1. thirty (30) days following the effective date of any state legislation requiring or allowing the City to allow siting of qualifying shelters notwithstanding land use laws and regulations;
  2. thirty (30) days following the effective date of the City's LUDO Amendments; or
  3. September 30, 2021.
- c. MCCAC shall be responsible for all costs associated with its use and operation of the Site, including costs associated with the servicing, maintenance, and provision of security systems, portable toilets and sanitary facilities, waste disposal and garbage collection services, electrical power, and water and sewer services;
  - d. MCCAC shall maintain security systems during the Term consistent with existing security systems at the Site, including cameras, shelter inspections, on-site security personnel, emergency response procedures, and all other relevant best practices;
  - e. The License may not be assigned without the City's permission. The License shall be binding upon and inure to the benefit of the Parties' respective successors and permitted assigns;
  - f. MCCAC shall maintain a policy or policies of insurance providing for liability coverage and property damage in the amounts of \$500,000 per occurrence and \$1,000,000 aggregate, respectively. Said policy or policies shall name the City as an additional insured and MCCAC shall provide the City with written evidence of said insurance; and
  - g. The License may be revoked immediately upon violation of the conditions stated herein or unilaterally with sixty (60) days' written notice to MCCAC.
2. All notices required or permitted to be given under this Agreement shall be deemed given and received two (2) days after deposit in the United States Mail, certified or registered form, postage prepaid, return receipt requested, and addressed as follows:

*To the City:* City Manager  
City of The Dalles  
313 Court Street  
The Dalles, OR 97058

*To MCCAC:* Executive Director  
Mid Columbia Community Action Council  
P.O. Box 1969  
The Dalles, OR 97058

**License Agreement**

City of The Dalles – Mid Columbia Community Action Council

IN WITNESS WHEREOF, the Parties have executed this LICENSE AGREEMENT this \_\_\_\_ day of \_\_\_\_\_, 2021.

*For the City:*

\_\_\_\_\_  
Julie Krueger, City Manager

ATTEST:

\_\_\_\_\_  
Izetta Grossman, City Clerk

STATE OF OREGON )  
  ) ss.  
County of Wasco    )

Personally appeared before me Julie Krueger, City Manager, and Izetta Grossman, City Clerk, and acknowledged the foregoing instrument to be their voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

*For MCCAC:*

\_\_\_\_\_  
Kenny LaPoint, Executive Director

STATE OF OREGON )  
  ) ss.  
County of Wasco    )

Personally appeared before me Kenny LaPoint, MCCAC’s Executive Director, and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_