

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 7143

AUTHORIZING AN AMENDMENT TO THE LEASE AGREEMENT WITH OREGON STORY BOARD AT PORTLAND DEVELOPMENT COMMISSION-OWNED SPACE AT 411 NW FLANDERS STREET IN THE DOWNTOWN WATERFRONT URBAN RENEWAL AREA AND AUTHORIZING THE EXECUTION OF A SUPPORT SERVICES AGREEMENT WITH OREGON STORY BOARD

WHEREAS, the Portland Development Commission (“PDC”) owns a ground floor condominium in Old Town Lofts, a mixed-use development located at 411 NW Flanders Street in the Downtown Waterfront Urban Renewal Area;

WHEREAS, through Resolution No. 7100 the PDC Board of Commissioners (“Board”) authorized a two-year lease of the condominium space with Oregon Story Board (“OSB”) effective June 1, 2015, through May 31, 2017;

WHEREAS, PDC has supported OSB’s mission and vision since the OSB’s inception in early 2013;

WHEREAS, OSB plays a pivotal role in growing PDC’s technology and digital media cluster;

WHEREAS, OSB’s current budget cannot support the hiring of an executive director;

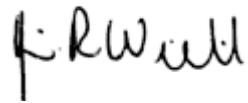
WHEREAS, OSB requires temporary leadership and fundraising assistance to ensure future financial stability and PDC is in the unique position to provide those services for a limited time; and

WHEREAS, PDC desires to provide assistance to OSB by (i.) providing support services according to the terms of the Support Services Agreement attached as Exhibit A, and (ii.) temporarily reducing the rent pursuant to the terms of the Lease Amendment attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED, that the Executive Director is hereby authorized to execute a Support Services Agreement in substantially the form attached as Exhibit A and to execute an Amendment to the Lease Agreement with OSB in substantially the form attached as Exhibit B; and

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon its adoption.

Adopted by the Portland Development Commission on August 19, 2015

A handwritten signature in black ink, appearing to read "Gina Wiedrick". The signature is written in a cursive style with a large initial "G".

Gina Wiedrick, Recording Secretary

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 7143

EXHIBIT A

AUTHORIZING AN AMENDMENT TO THE LEASE AGREEMENT WITH OREGON STORY BOARD AT PORTLAND DEVELOPMENT COMMISSION-OWNED SPACE AT 411 NW FLANDERS STREET IN THE DOWNTOWN WATERFRONT URBAN RENEWAL AREA AND AUTHORIZING THE EXECUTION OF A SUPPORT SERVICES AGREEMENT WITH OREGON STORY BOARD

Exhibit A includes this cover page and contains three pages:

- Amendment Number One to Lease Agreement, Oregon Story Board, an Oregon Non-Profit Entity

**Amendment Number One to
Lease Agreement
Oregon Story Board, an Oregon Domestic Non-Profit Entity**

This Amendment Number One to Lease Agreement (this "Amendment") is made and entered into as of this ____ day of August, 2015 between the City of Portland, acting by and through the Portland Development Commission ("Landlord") and the Oregon Story Board, an Oregon Domestic Non-Profit Entity ("Tenant"). Landlord and Tenant may be referred to herein individually as a "Party" and collectively as the "Parties".

Recitals

- A. On or about February 26,, 2015 Landlord and Tenant entered into a Lease Agreement (the "Lease") pertaining to certain Landlord-owned real property commonly known as the Old Town Lofts Commercial Condominium Unit located at 411 NW Flanders Street #100, Portland, Oregon 97209 (the "Premises") for the purpose of Tenant's use of the Property for the operation of an office space and as a business incubator space.
- B. The Parties have agreed to enter into a Support Services Agreement (the "SSA") in which Landlord shall provide Tenant with certain Administrative Services and during the term of the SSA, Tenant shall compensate Landlord in an amount equal to the Base Rent under the Lease.
- C. Landlord hereby agrees to waive receipt of the Base Rent due under the Lease for the period described below.
- D. By this Amendment the Parties intend to memorialize in writing their intent to modify the Lease as provided herein.

Agreement

In consideration of the mutual covenants and conditions contained herein the Parties hereby agree as follows:

- 1. **Rent.** Commencing September 01, 2015 and continuing until the termination of the SSA no Base Rent payment by Tenant shall be due, however, Tenant shall continue to pay to Landlord all Additional Rent due under the Lease. Notwithstanding the above, Landlord and Tenant agree that if Tenant meets certain designated targeted fundraising goals described in the SSA, the Parties shall meet to discuss whether or not to reinstate the Base Rent hereunder. If the Parties fail to mutually agree to continue the waiver of Base Rent, the Base Rent shall be reinstated.
- 2. **Miscellaneous.** Except as herein modified, all of the terms, conditions and requirements of the Lease shall remain in full force and effect.

TENANT

Oregon Story Board, an Oregon Domestic Non-Profit Entity

Signature

Written Name

Title

Date

LANDLORD

**The City of Portland, acting by and through the
Portland Development Commission**

Patrick Quinton, Executive Director

Date

APPROVED AS TO LEGAL FORM

PDC Legal Counsel

PORTLAND DEVELOPMENT COMMISSION

Portland, Oregon

RESOLUTION NO. 7143

EXHIBIT B

AUTHORIZING AN AMENDMENT TO THE LEASE AGREEMENT WITH OREGON STORY BOARD AT PORTLAND DEVELOPMENT COMMISSION-OWNED SPACE AT 411 NW FLANDERS STREET IN THE DOWNTOWN WATERFRONT URBAN RENEWAL AREA AND AUTHORIZING THE EXECUTION OF A SUPPORT SERVICES AGREEMENT WITH OREGON STORY BOARD

Exhibit B includes this cover page and contains seven pages:

- Support Services Agreement between Portland Development Commission and Oregon Story Board
 - Exhibit A: Scope of Work

SUPPORT SERVICES AGREEMENT
Between
Portland Development Commission
And
Oregon Story Board

This Support Services Agreement (“Agreement”), dated this __ day of August, 2015 (“Effective Date”), is made and entered into by and between Oregon Story Board, an Oregon nonprofit corporation (“OSB”), and the **Portland Development Commission** (“PDC” or “Commission”).

RECITALS

1. OSB was incorporated on January 7, 2013 with the stated purpose of supporting the digital storytelling industry by providing access to the resources that emerging companies and entrepreneurs need to thrive.
2. OSB anticipates that it will require administrative and professional support in order to undertake portions of its economic development work under the OSB Articles of Incorporation and Bylaws.
3. PDC, whose public purpose is to support economic development in the City of Portland, has the technical and professional capacity to provide such support services. OSB desires to contract with PDC for such services.
4. In addition to this Support Services Agreement, OSB and PDC are also executing an amendment to the Lease Agreement between the parties for Premises located at 411 NW Flanders Street in Portland, which Amendment waives Base Rent for a designated period of time.

AGREEMENT

I. EFFECTIVE DATE AND DURATION

This contract will become effective on the date of the last signature below. Either party may terminate this Agreement at any time, for any reason. If not otherwise terminated pursuant to the provisions of the previous sentence, this contract will automatically expire, unless extended by written amendment pursuant to Section V below, on August 31, 2016.

II. SCOPE OF WORK

Subject to the terms and conditions of this Agreement, PDC shall provide to OSB the services described in Exhibit A hereto.

It is understood between the parties that the Assigned Personnel works for the Portland Development Commission and at no time may take any action as an authorized employee of OSB. While he or she may make recommendations to the Board, all contractual and financial commitments may only be made by an authorized member of the OSB Board, or its designee, and the Assigned Personnel may not i) sign contracts on behalf of OSB, ii) sign checks on behalf of OSB or iii) hire or fire personnel on behalf of OSB.

III. ASSIGNED PERSONNEL

The scope of work shall be performed by PDC employee, Shelley Midthun. In exchange for the compensation outlined below, Ms. Midthun shall work approximately 30 hours/week, which amount may be more or less in any given week. OSB shall provide Ms. Midthun with a work station and sufficient equipment (computer, phone, work station) for her to perform her work. Ms. Midthun may perform her services from OSB's offices, PDC's offices or elsewhere, as agreed between Ms. Midthun and OSB.

No other PDC personnel shall be assigned to perform the Work without the mutual consent of both parties. If Shelley Midthun is not available to perform the Work, either party may terminate this contract without any further obligations thereafter. In no event shall PDC be responsible for any tasks uncompleted

IV. COMPENSATION

OSB agrees to compensate Consultant a sum of \$3,117/month. Payment shall be made on the first of each month, in advance. In addition, OSB shall pay for all costs incurred by PDC or the Assigned Personnel in performing the Scope of Work, including the purchase of office supplies, travel expenses, etc.

V. TARGETED FUNDRAISING GOAL

In the event OSB successfully raises an additional \$500,000 during the term of this Agreement, the parties shall meet to discuss whether i) the waiver of rent under the Lease Agreement should continue and ii) the Compensation set forth in Section IV above should be adjusted.

VI. CONTRACT MANAGEMENT

A. PDC Contract Manager. The PDC Contract Manager shall be Chris Harder ("PDC Contract Manager"). All issues related to this Contract (including proposed amendments thereto), and all notices to be given pursuant hereto, shall be directed to the PDC Contract Manager.

B. OSB Contract Manager. The OSB Contract Manager shall be Tawny Schlieski, the Chair of the OSB Board of Directors, or such other person as designated in writing by the Chair of the Board of Directors (“OSB Contract Manager”). All issues related to this Contract (including proposed amendments thereto), and all notices to be given pursuant hereto, shall be directed to the OSB Contract Manager.

VII. GENERAL TERMS AND CONDITIONS

The Terms and Conditions attached hereto as Exhibit B shall apply to this Agreement.

DRAFT

IN WITNESS WHEREOF, the Oregon Story Board and the Portland Development Commission have executed this Agreement as of the Effective Date.

OREGON STORY BOARD

PORTLAND DEVELOPMENT COMMISSION

_____, Board Chair

Patrick Quinton, Executive Director

Date

Date

DRAFT

EXHIBIT A
SCOPE OF WORK

Recommend and Oversee Direction of OSB

1. Lead implementation of OSB's strategic plan and vision.
2. Outline framework for and recommend future refinements and changes to OSB's strategic direction
3. Develop and recommend a communications and marketing plan for the organization.
4. Oversee existing OSB startup accelerator program; seek out and recommend opportunities for new business lines to support industry entrepreneurs and/or business accelerator classes.
5. Develop new support services to startups including the development of a program to link small startups with local ad/marketing agencies to market/distribute products and services.
6. Cultivate partners to work with OSB to build community through programming, events, sponsorships, etc.
7. Design and implement industry/education collaboration strategy to create Oregon Media Institute at Clackamas Community College in partnership with public, private and educational sector partners in the region (Oregon Media Institute Task Force).
8. Develop and recommend a plan to secure sustainable sources of funding for OSB and for continued public/private partnerships.
9. With approval of the Board, or Board designees, take actions to implement plans or actions above approved by the Board.
10. Provide other organizational functions as requested by the Board.

Notwithstanding the above, only the Board may authorize and sign contractual obligations and agreements. All decisions to enter into such obligations and agreements shall be solely the Boards, and neither PDC nor the Assigned Personnel shall be liable to OSB for any decision to enter into contracts and agreements.

Finances

1. Provide advice and recommendations to the Board for both long and short term budget allocations.
2. Implement Board-directed budget actions, including obtaining supplies and materials necessary to run the organization and its functions.
3. Review and balance OSB financial accounts, and provide periodic reports to the Board on budget, cash flow and expenses.
4. Prepare checks for Board approval and signature.
5. Review loan applications and provide relevant information to the Board for the Board to decide whether or not to make loans to accelerator companies.
6. Prepare State and other tax/corporate reports for filing.
7. Provide other financial functions as requested by the Board.

Notwithstanding the above, neither PDC nor the Assigned Personnel shall sign checks. OSB shall establish a system by which authorized Board members sign checks and other financial obligations.

Office Operations

1. Provide direction to OSB staff necessary to implement Board policy and plans.
2. Oversee day-to-day activities run by OSB staff

Notwithstanding the above, neither PDC nor the Assigned Personnel shall hire, fire or discipline any OSB staff. Such functions are solely to be exercised by the OSB Board. While the Assigned Personnel may provide input and advice to the Board, the Board shall indemnify and hold harmless for any liability for personnel decisions or actions.

RESOLUTION NO. 7143

RESOLUTION TITLE:

AUTHORIZING AN AMENDMENT TO THE LEASE AGREEMENT WITH OREGON STORY BOARD AT PORTLAND DEVELOPMENT COMMISSION-OWNED SPACE AT 411 NW FLANDERS STREET IN THE DOWNTOWN WATERFRONT URBAN RENEWAL AREA AND AUTHORIZING THE EXECUTION OF A SUPPORT SERVICES AGREEMENT WITH OREGON STORY BOARD

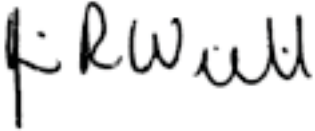
Adopted by the Portland Development Commission on August 19, 2015

| PRESENT FOR VOTE | COMMISSIONERS | VOTE | | |
|--|--------------------------------|-------------------------------------|--------------------------|--------------------------|
| | | Yea | Nay | Abstain |
| <input checked="" type="checkbox"/> | Chair Tom Kelly | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Commissioner Gustavo Cruz, Jr. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | Commissioner Aneshka Dickson | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Commissioner Mark Edlen | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> | Commissioner William Myers | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda | | | | |

CERTIFICATION

The undersigned hereby certifies that:

The attached resolution is a true and correct copy of the resolution as finally adopted at a Board Meeting of the Portland Development Commission and as duly recorded in the official minutes of the meeting.

| | |
|---|-------------------------------------|
|  | Date: August 21, 2015 |
| Gina Wiedrick, Recording Secretary | |