

PROSPER PORTLAND

Portland, Oregon

RESOLUTION NO. 7460

AUTHORIZING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PORTLAND OFFICE OF MANAGEMENT AND FINANCE AND METRO TO MODIFY THE SCOPE OF WORK REGARDING ARLENE SCHNITZER CONCERT HALL IMPROVEMENTS IN THE SOUTH PARK BLOCKS TAX INCREMENT FINANCE DISTRICT

WHEREAS, on September 11, 2019, through Resolution No. 7338 (“Initial Resolution”), the Prosper Portland Board of Commissioners (“Board”) authorized an Intergovernmental Agreement (“IGA”) with the City of Portland Office of Management and Finance (“OMF”), and Metro to provide certain funding for improvements to the marquee of the Arlene Schnitzer Concert Hall (“ASCH”);

WHEREAS, the IGA provided an amount of up to \$1,500,000 in tax increment financing funds for improvements to the Arlene Schnitzer Concert Hall (“Project”);

WHEREAS, the Project was completed for less than the estimated budget, and OMF and Metro have asked for Prosper Portland’s consent to utilize the remaining funds, in the amount of \$486,819, to complete certain needed sewer repairs (“Additional Work”); and

WHEREAS, the Additional Work serves the same intended purpose as the initial Project, namely, preserving the continued first-class operation of the City-owned ASCH and its continued use as an important part of the city’s social and artistic fabric.

NOW, THEREFORE, BE IT RESOLVED, that the Prosper Portland Board authorizes the Executive Director to enter into an IGA amendment substantially consistent with the draft amendment attached hereto as Exhibit A;

BE IT FURTHER RESOLVED, that this resolution does not otherwise modify or limit the authority delegated to the Executive Director pursuant to the Initial Resolution; and

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

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
Among
Prosper Portland, City of Portland Office of Management and Finance, and Metro
For
Arlene Schnitzer Concert Hall Marquee Improvement Project

This First Amendment to Intergovernmental Agreement (this “**Amendment**”) is made and entered into by and among the City of Portland, Office of Management and Finance (the “**City**”), Metro, an Oregon metropolitan service district organized under the laws of the State of Oregon and the Metro Charter (“**Metro**”), and Prosper Portland, the economic development and urban renewal agency of the City of Portland (“**Prosper Portland**”), as of the date fully executed by the parties (the “**Effective Date**”).

Recitals

- A. The City, Metro, and Prosper Portland are parties to an Intergovernmental Agreement dated October 11, 2019 (the “**Agreement**”), pursuant to which Prosper Portland provided certain funding for the restoration and repair of the marquees for the Arlene Schnitzer Concert Hall (as described therein, the “**Project**”). Capitalized terms used, but not defined, in this Amendment have the meanings given in the Agreement.
- B. The Project, as initially defined in the Agreement, has been completed and was below the anticipated budget. Prosper Portland has already disbursed the full amount of the funds. There are \$486,819.00 of funds provided by Prosper Portland remaining unspent and currently in the possession of Metro (the “**Remaining Funds**”).
- C. The Project, as initially defined in the Agreement, did not include certain needed sewer-related work on the Arlene Schnitzer Concert Hall. This additional work is necessary for the continued first-class operation of the City-owned concert hall and its continued use as an important part of the City’s social and artistic fabric. This additional scope of work advances the same policy objectives as the Project, as initially defined.
- D. Prosper Portland is agreeable to this request on, and subject to, the terms and conditions of this Amendment.

Agreement

The Parties agree as follows:

- 1. Amendment of Project Description. The term “Project” as defined in Recital I of the Agreement is amended to add the following work to such definition: major redesign of the plumbing within the building to accommodate a new sewer connection to a different sewer main. (the “**Added Scope**”). The Remaining Funds may be expended on the Added Scope. If a Party made a representation, warranty, or covenant applicable to the Project in the Agreement, such representation, warranty, or covenant applies with full force and effect,

and is hereby reaffirmed and remade with respect to the Added Scope, as of the Effective Date.

2. Extension of Termination Date. All references to “October 25, 2022” in Sections 1.2, 1.3 and 1.4 of the Agreement are hereby replaced with references to “December 31, 2022” in their respective places.
3. Change of Prosper Portland Address. Prosper Portland’s mailing address for notices in Section 9.3 of the Agreement is amended to 220 NW 2nd Ave., Suite 200, Portland, OR 97209.
4. No Other Changes. Except as expressly modified by this Amendment, all terms and conditions of the Agreement remain in full force and effect.

[Signature Page Follows]

This Amendment is made and entered into as of the Effective Date.

**CITY OF PORTLAND, OFFICE OF
MANAGEMENT AND FINANCE**

PROSPER PORTLAND

By: _____
Michael Jordan, Chief Administrative
Officer

By: _____
Kimberly Branam, Executive Director

Date: _____, 2022

Date: _____, 2022

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

Prosper Portland Legal Counsel

METRO

By: _____
Marissa Madrigal, Chief Operating Officer

Date: _____, 2022

APPROVED AS TO FORM:

Metro Attorney