

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 2012-158

Authorizing The County Chair To Execute A First Amendment To An Intergovernmental Agreement With The Portland Development Commission ("PDC") To Extend The Deadline For Multnomah County's Commencement Of A Project To Relocate The Hawthorne Bridge Off Ramp On The West Side Of The Willamette River.

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County and PDC entered into an Intergovernmental Agreement (Hawthorne Bridge Ramp Relocation, County Courthouse, Morrison Bridgehead Properties, effective November 19, 2007, pursuant to which PDC provided financing to Multnomah County for the relocation of the Hawthorne Bridge off ramp on the west side of the Willamette River (the "IGA").
- b. The IGA requires Multnomah County to commence work on relocating the ramp no later than November 19, 2012.
- c. Multnomah County and PDC desire to extend the deadline for work to commence under the IGA for two years to provide time to consider modification of the project or substitution of a different project.

The Multnomah County Board of Commissioners Resolves:

1. The County Chair is authorized to enter into the First Amendment to the IGA and modify the First Amendment to the IGA and the IGA as necessary or desirable to further the intent of the IGA, as amended, so long as such modifications do not result in a material increase in the obligations of Multnomah County or a material decrease in the benefits for Multnomah County under the IGA.

ADOPTED this 27th day of September, 2012.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Jeff Cogen, Chair

REVIEWED:
JENNY M. MORF, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Kenneth M. Elliott, Assistant County Attorney

SUBMITTED BY: John Tydlaska, Economic Development Director

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
HAWTHORNE BRIDGE RAMP RELOCATION
COUNTY COURTHOUSE
MORRISON BRIDGEHEAD PROPERTIES**

This First Amendment to Intergovernmental Agreement is made as of _____, 2012 (“First Amendment”) between Multnomah County, Oregon (“County”), and the City of Portland, acting by and through the Portland Development Commission, its duly designated urban renewal agency (“PDC”).

RECITALS

1. County and PDC entered into that certain Intergovernmental Agreement (Hawthorne Bridge Ramp Relocation, County Courthouse, Morrison Bridgehead Properties) effective November 19, 2007, pursuant to which PDC provided financing to County for relocation of the Hawthorne Bridge off ramp on the west side of the Willamette River (the “Original Agreement”).
2. The Original Agreement requires County to commence the Ramp Relocation Project no later than November 19, 2012.
3. County and PDC desire to extend the deadline for County’s commencement of the Ramp Relocation Project to provide time to consider modification of the Ramp Relocation Project or substitution of a different project.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Commencement of Ramp Relocation Project. The first sentence of Section 1.2 of the Original Agreement is hereby replaced, in its entirety, with the following:

County shall commence the Ramp Relocation Project within seven years of the Effective Date and upon commencement will diligently pursue construction of the Ramp Relocation Project until it is complete.
2. Completion of Courthouse Project. The third sentence of Section 1.3 of the Original Agreement is hereby replaced, in its entirety, with the following:

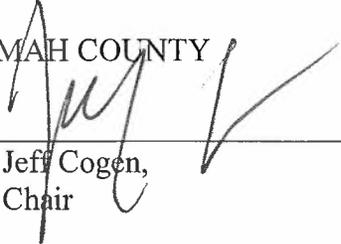
County shall use its best efforts to obtain the necessary entitlements to construct the new Courthouse, either on the Redevelopment Property or on an alternative site as described above, within seven years of the Effective Date and to obtain the necessary financing and complete construction of the new Courthouse as soon as reasonably possible thereafter; provided, however, that County's failure to obtain such entitlements or financing shall not be considered a breach of this Agreement if County has used its best efforts to obtain them.

3. Except as expressly modified by this First Amendment, the parties agree and acknowledge that the Original Agreement is and remains in full force and effect and binding on the parties.
4. This First Amendment may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this First Amendment so executed shall constitute an original. This First Amendment may not be modified except by a writing signed by the parties.
5. Capitalized terms used but not defined in this First Amendment shall have the meanings ascribed thereto in the Original Agreement.

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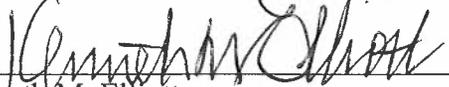
IN WITNESS WHEREOF, the parties hereto execute this First Amendment effective as of the date first set forth above.

MULTNOMAH COUNTY

By: 
Jeff Cogen,
Chair

Date: 10/2/12

Reviewed and approved:
JENNY M. MORE, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY

By: 
Kenneth M. Elliott
Assistant County Attorney

Date: Sep. 27, 2012

PORTLAND DEVELOPMENT COMMISSION

By: _____
Patrick Quinton,
Executive Director

Date: _____

Approved as to Form:

PDC Attorney

Date: _____