

**SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
BETWEEN
PORTLAND DEVELOPMENT COMMISSION
AND
MULTNOMAH COUNTY**

**For the
Multnomah County Health Department Building on the easterly portion of Block U**

THIS SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT is made as of _____, 2015 (“Second Amendment”) between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (the “County”) and the PORTLAND DEVELOPMENT COMMISSION, in its capacity as an urban renewal agency acting under ORS Chapter 457 (“PDC”). The County and PDC may be referred to jointly in this Second Amendment as the “Parties” and individually as a “Party.”

RECITALS:

1. Pursuant to ORS 457.470(10)(e), PDC is obligated to provide direct economic benefits to the County from the River District Urban Renewal Area (“URA”) equal to 10.18% of the River District Urban Renewal Plan’s (the “Plan”) maximum indebtedness after June 1, 2008. The resultant \$26,948,460 is payable to the County as follows: (1) \$10,000,000 no later than June 30, 2014 (the “Initial Payment”); and (ii) the balance of \$16,948,460 on June 30, 2021 (the “Final Payment”).
2. The County and PDC entered into that certain Intergovernmental Agreement for the Multnomah County Health Department Building on the easterly portion of Block U effective November 13, 2012, pursuant to which PDC agreed to accelerate disbursement of the Final Payment to June 30, 2014, contemporaneous with the Initial Payment (the “Original Agreement”), to enable the County to commence construction of the County’s Health Department (“MCHD”) headquarters building on the U2 Block (the “Project”) during the summer of 2014.
3. Concurrent with the Original Agreement, PDC also amended the Plan to allow for the expenditure in connection with the Project which is a public building.
4. To support the development of the Project, the County and the City of Portland, a municipal corporation of the State of Oregon, acting by and through the PORTLAND HOUSING BUREAU (“PHB”), negotiated the terms of and entered into an Agreement for Disposition of Property providing for PHB’s conveyance of the Property to the County at no cost to the Project.
5. As required by the URA, PDC made the Initial Payment to the County on or before June 30, 2014. By a First Amendment to the Original Agreement, dated June 27, 2014, the County and PDC agreed to extend the deadline for

the Final Payment from June 30, 2014, to June 30, 2015, to provide additional time for the County to finish design and engineering of and obtaining entitlements for the Project, which are all required pre-conditions to the County's acquisition of the U2 Block from PHB (as amended, the "Amended Agreement").

6. Since June 30, 2014, the County has evaluated the estimated Project costs, which are substantially higher than 2012 estimates; the design and programming constraints on the U2 Block as now zoned; and alternate sites for MCHD programs that may not be accommodated in the permitted U2 Block building envelope.
7. In addition, the County and Home Forward entered into a Termination and Release of their Development Agreement for the Project, and the County is proceeding to develop the Project in compliance with the Amended Agreement and this Second Amendment. As a result of a reevaluated Project program and scale, the County has filed an application with the City of Portland for zoning amendments to increase the base height limit on the U2 Block from 75 feet to 105 feet and to make the site eligible for FAR bonuses.
8. The City of Portland Planning and Sustainability Commission recommended approval of the County's requested zoning amendments following a public hearing on April 28, 2015, and the City Council is scheduled to consider the amendments on June 17, 2015. If these amendments are approved, their combined effect will be to allow the County to relocate substantially all of the Health Department programs from the McCoy Building to the U2 Block, consistent with the original Project goals.
9. The County and PDC desire to extend the deadline for the Final Payment from June 30, 2015, to December 30, 2016, to provide additional time for the County to reprogram, redesign, reengineer and obtain City entitlements for an expanded Project on the U2 Block, all of which are required pre-conditions to the County's acquisition of the U2 Block from PHB.
10. On November 19, 2007, the County and PDC entered into that certain Intergovernmental Agreement (Hawthorne Bridge Ramp Relocation, County Courthouse, Morrison Bridgehead Properties), pursuant to which PDC paid Eight Million Eight Hundred Twenty Thousand Dollars (\$8,820,000) to the County (the "Hawthorne Financing") and \$176,400 to the Regional Arts and Culture Council pursuant to the 2% for Art policy, for relocation of the Hawthorne Bridge off ramp on the west side of the Willamette River, to support development of a new Multnomah County Courthouse (such development, the "Courthouse Project", and such agreement, the "Hawthorne IGA"). The Hawthorne IGA required the County to commence the Ramp Relocation Project no later than November 19, 2012, which deadline was extended until November 19, 2014, by a First Amendment to the Hawthorne

IGA, dated as of October 8, 2012. By a Second Amendment to the Hawthorne IGA, dated as of October 20, 2014, the deadline was extended until November 19, 2019, and the County received expanded ability to use the Hawthorne Financing within the Downtown Waterfront URA (the “DWURA”) to support the Courthouse Project (as amended, the “Amended Hawthorne IGA”).

11. Subsequent to the County’s analysis of County-owned sites and other sites that were submitted for the County’s consideration for the Courthouse Project pursuant to a site solicitation request, and subsequent to the County’s review of certain environmental, geotechnical and traffic impact studies, on April 16, 2015, the Board of County Commissioners selected the Hawthorne Bridgehead Block 8 site, which site is located outside of the DWURA, and without any scope for bridge ramp relocation.
12. The County and PDC jointly agree that providing additional PDC funding to support the construction of the Project within the RDURA and the County returning to PDC the Hawthorne Financing to be used to support other aspects of the DWURA plan are in the parties’ mutual beneficial interests.
13. PDC finds that granting the County additional time for the fulfillment, generally, of the Amended Agreement, and the intentions set forth therein, as further amended herein, is in the vital and best interest of the City and the health, safety, and welfare of its residents, and is in accord with the public purposes and provisions of the applicable state and federal laws and requirements under which the Plan was adopted.

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

AGREEMENTS:

1. Recital I. of the Amended Agreement is hereby replaced, in its entirety, with the following:

“To enable the County to commence construction of the Project during the 4th quarter of 2016, the County has requested that PDC accelerate the Final Payment to the County to no later than December 30, 2016 (the “Final Payment Date”).”
2. The first sentence of Section 1.1 of the Amended Agreement is hereby replaced, in its entirety, with the following:

“**PDC Grant Amount.** On the terms and conditions of this Agreement, PDC has previously disbursed to the County the Initial Payment of Ten Million Dollars (\$10,000,000.00) on or before June 30, 2014, and agrees to disburse

the Final Payment of Sixteen Million Nine Hundred Forty-Eight Thousand Four Hundred Sixty Dollars (\$16,948,460.00), on or before December 30, 2016, and agrees to disburse an additional Nine Million Four Hundred Ninety Nine Thousand Four Hundred Nine Dollars (\$9,499,409.00) (the “Transfer Payment”), on or before December 30, 2018, for a total aggregate amount not to exceed THIRTY SIX MILLION FOUR HUNDRED FOURTY SEVEN THOUSAND EIGHT HUNDRED SIXTY NINE DOLLARS (\$36,447,869) subject to forecasted availability (the “PDC Grant”). The Initial Payment, the Final Payment and the Transfer Payment shall be made as provided in Section 1.2 below.”

3. The first sentence of Section 1.2 of the Amended Agreement is hereby replaced, in its entirety, with the following:

“Disbursement. PDC shall on or before June 30 2014, disburse the Initial Payment to the County. PDC shall disburse the Final Payment of the PDC Grant to the County within twenty (20) days after the date that the County satisfies, to PDC’s satisfaction, the conditions precedent set forth below in Section 1.2.1, presently estimated to occur on or before December 30, 2016. PDC shall disburse the Transfer Payment of the PDC Grant to the County on any date of PDC’s choosing prior to December 31, 2018, provided that PDC’s obligation to disburse the Transfer Payment is subject to the County having returned the Hawthorne Financing, together with interest earned thereon, to PDC and the County demonstrating to PDC tax increment eligible payments of an amount comparable to the Transfer Payment amount. The County shall have no obligation to repay the PDC Grant except upon the occurrence of an Event of Default (as hereinafter defined).”

4. Section 1.3 of the Amended Agreement is hereby replaced, in its entirety, with the following:

“Return of PDC Grant. Notwithstanding anything set forth herein to the contrary, in the event that the County has not materially commenced construction of the Project by the date that is six (6) months after the County’s receipt of the Final Payment, the County shall return the portion of the PDC Grant representing the Final Payment that was otherwise not due to the County until June 30, 2021. Because the Initial Payment is required by ORS 457.470(10)(e) to be disbursed on or before June 30, 2014, the County shall receive and retain the Initial Payment; provided, however, that, to the extent that the County elects to use the Initial Payment for a use other than the Project, it must first notify PDC so that PDC may make any necessary further amendments, as determined by PDC in its sole discretion, to the Plan to accommodate such alternative use of the Initial Payment.”

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

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

MULTNOMAH COUNTY,
a political subdivision of the State of
Oregon

PORTLAND DEVELOPMENT
COMMISSION, an urban renewal
agency acting under ORS Chapter 457

By: _____
Deborah Kafoury,
Chair

By: _____
Patrick Quinton,
Executive Director

Reviewed:
JENNY M. MADKOUR, COUNTY
ATTORNEY FOR MULTNOMAH
COUNTY

Approved as to Form:

By: _____
Kenneth M. Elliott
Assistant County Attorney

By: _____
Name: _____
PDC Attorney