

**FIRST AMENDMENT TO THE
2012 WASHINGTON PARK TRANSPORTATION AND
PARKING MANAGEMENT AGREEMENT**

This First Amendment to 2012 Washington Park Transportation and Parking Management Agreement (“Amendment”) is made and entered into as of the ___ day of _____, 2015, by and among the CITY OF PORTLAND, through its Bureau of Parks & Recreation, a municipal corporation of the State of Oregon (hereinafter referred to as “CITY”), METRO, a municipal corporation of the State of Oregon (hereinafter referred to as “METRO”), the WORLD FORESTRY CENTER, an Oregon nonprofit corporation (hereinafter “WFC”), JAPANESE GARDEN SOCIETY OF OREGON, an Oregon nonprofit corporation (hereinafter “JGSO”), and PORTLAND CHILDREN’S MUSEUM, an Oregon nonprofit corporation (hereinafter “CM”); HOYT ARBORETUM FRIENDS FOUNDATION, an Oregon nonprofit corporation (hereinafter “HAF”); collectively hereinafter “the Parties.”

RECITALS

1. The parties entered into a 2012 Washington Park Transportation and Parking Management Agreement (hereinafter “the Agreement”) in order to define and describe the Parties’ responsibilities and obligations on transportation and parking matters at Washington Park. That Agreement, incorporated by reference, was executed on February 1, 2013 and the Agreement’s term will run through January 31, 2038.
2. The purpose of this First Amendment is to Amend that original Agreement in order to increase the funding allocation to various services described in that original Agreement.

Now, therefore in consideration of the mutual covenants and benefits stated herein, and in further consideration of the obligations, terms and considerations hereinafter set forth and recited, the Parties agree as follows:

AGREEMENT

1. Paragraph 5 and Paragraph 7.1.4 shall be amended as follows: the funding allocation for the Shuttle Service, which is described in both Paragraphs, shall increase from \$300,000.00 to \$550,000.00;
2. Paragraph 5 and Paragraph 6 shall be amended as follows: the funding allocation for Parking Management and Repair, which is described in both Paragraphs, shall increase from \$475,000.00 to \$545,000.00; and
3. Paragraph 12.1 shall be amended as follows: the funding allocation contribution for Parking Meter and Acquisition shall increase from \$750,000.00 to \$900,000.00.
4. Except as expressly amended herein, the 2012 Washington Park Transportation and Parking Management Agreement is unmodified and remains in full force and effect. In the event of a conflict between the terms of the original 2012 Washington Park Transportation and Parking Management Agreement and this Amendment, the terms of this Amendment shall be controlling for the remainder of the term stated in that original 2012 Agreement.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original and when taken together shall constitute one original document.

IN WITNESS WHEREOF, the City of Portland, through its Bureau of Parks & Recreation, Metro, the World Forestry Center, the Japanese Garden Society of Oregon, the Portland Children's Museum, and the Hoyt Arboretum Friends Foundation have caused their duly authorized representatives to execute this First Amendment to 2012 Washington Park Transportation and Parking Management Agreement in duplicate.

WORLD FORESTRY CENTER

By: _____

Name: Eric Vines

Title: Executive Director

Date: _____

METRO

By: _____

Name: Martha Bennett

Title: Chief Operating Officer

Date: _____

HOYT ARBORETUM FRIENDS FOUNDATION, INC.

By: _____

Name: Peggie Schwarz

Title: Executive Director

Date: _____

JAPANESE GARDEN SOCIETY OF OREGON

By: _____

Name: Stephen D. Bloom

Title: Chief Executive Officer

Date: _____

PORTLAND CHILDRENS MUSEUM

By: _____

Name: Ruth Shelly

Title: Executive Director

Date: _____

CITY OF PORTLAND

By: _____

Name: Mike Abbaté

Title: Director, Bureau of Portland Parks and Recreation

Date: _____

Approved as to form

By: _____

Name: _____

Title: City Attorney

Date: _____

Exhibit A – 2012 Washington Park Transportation and Parking Management Agreement