

**THIRD AMENDMENT TO THE LICENSE
AGREEMENT BETWEEN PORTLAND PARKS &
RECREATION AND THE WASHINGTON PARK
TRANSPORTATION MANAGEMENT
ASSOCIATION**

This First Amendment to 2013 License Agreement "Amendment" between Portland Parks & Recreation and the Washington Park Transportation and Parking Management Association is made and entered into as of the 21 day of July, 2017, 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 "PPR") and WASHINGTON PARK TRANSPORTATION MANAGEMENT ASSOCIATION, an Oregon nonprofit corporation (hereinafter "TMA") collectively hereinafter "the Parties."

RECITALS

1. The parties entered into a 2013 License 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 August 1, 2013, with a term of five (5) years, with an automatic renewal term if TMA is not in default under this Agreement at the time of renewal.
2. The purpose of this First Amendment is to amend that original Agreement in order to increase the funding allocation to account for a CPI adjustment and a one-time payment for additional services..

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. After making the CPI adjustment, the funding allocation for the annual contribution shall increase from \$375,000.00 to \$393,000.00 starting July 1, 2017; and
2. Paragraph 6 shall be further amended as follows: a one-time funding payment of \$61,000 shall be provided to the TMA to pay for additional shuttle services provided during FY18 due to Water Bureau construction.
3. Except as expressly amended herein, the 2013 License Agreement is unmodified and remains in full force and effect. In the event of a conflict between the terms of the original 2013 License Agreement and this Amendment, the terms of this Amendment shall be controlling for the remainder of the term stated in that original 2013 Agreement.
4. 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 and Washington Park Transportation Management Association have caused their duly authorized representatives to execute this First Amendment to 2013 Agreement in duplicate.

CITY OF PORTLAND

By: [Signature]
Name: Mike Abbate *Director*
Title: Director, Bureau of Portland Parks and Recreation (ACTMGR)
Date: 7/24/17

WASHINGTON PARK TRANSPORTATION MANAGEMENT ASSOCIATION

By: [Signature]
Name: Heather McCarey
Title: Executive Director
Date: 7-21-17

Approved as to form

By: [Signature]
Name: [Signature]
Title: City Attorney
Date: 7/24/17

Exhibit A - 2013 License Agreement