

**First Amendment to the Grant Agreement
between Portland Parks and Recreation
and the Portland Parks Foundation**

This First Amendment to the Grant Agreement is made on _____ between Portland Parks & Recreation (PP&R) and the Portland Parks Foundation to clarify funding in the development of the Wildwood Footbridge Over Burnside.

The original Grant Agreement #32001732 (the "Agreement") was executed on March 13, 2018 pursuant to Ordinance #188668.

The parties wish to amend Article IV of the Agreement to include new funding sources in support of the project, specifically a \$200,000 grant from Metro to the City and an additional \$350,000 in funding from Bureau of Transportation (PBOT) System Development Charge ("SDC") revenue to complete design and construction of the Footbridge Over Burnside. This will be the First Amendment to the Agreement.

NOW, THEREFORE, the parties agree as follows:

Article IV.

Article IV, Section A of the Agreement shall be deleted in full and replaced with the following:

A. GRANTEE will receive its funding as follows: The CITY's funds will be used to fill the gap in the Bridge Project's financing plan. The funds will be "last in." "Last in" is defined as completing the funds needed for the bridge's physical construction according to construction contracts and budget documents prepared by Portland Parks Foundation and reviewed by PP&R for PBOT. The Portland Parks Foundation has requested an additional \$350,000 in funding from Transportation System Development Charge revenue to complete design and construction of the Footbridge Over Burnside. This amount is in addition to the original \$500,000 grant authorized in Ordinance #188111. Additionally, the City and Metro entered into an Intergovernmental Agreement (the "IGA") a copy of which is attached as Exhibit B. The IGA detailed Metro's agreement with the City for the funding of construction of the Wildwood Footbridge Over Burnside and provided for a grant of \$200,000. These funds will also be included in the total funds transferred to PPF, upon the same terms and conditions of this Grant Agreement. Accordingly, the Commissioner in Charge of Transportation will authorize PBOT to transfer an amount not-to-exceed \$1,050,000 to the Portland Parks Foundation, an amount that includes the \$200,000 in Metro funds, \$350,000 in PBOT SDC revenue, and \$500,000 of PBOT grant funds, upon evidence that the Portland Parks Foundation has raised the remaining funds, estimated at \$2,000,000. Portland Parks Foundation will provide evidence of other public and private gifts sufficient to complete the Bridge Project.

Article IV, Section B of the Agreement shall be deleted in full and replaced with the following:

B. After the Grant Agreement becomes effective and GRANTEE believes it has met the requirements from City Council-approved Ordinance No. 188111, GRANTEE will submit an invoice using CITY'S template included as Exhibit E for the total Grant Award amount of \$1,050,000, along with evidence that it has raised the remaining \$2,000,000, to the CITY Grant Manager for review. Sufficient evidence of the remaining funds estimated at \$2,000,000 shall be in the form of (1) a list of each gift and grant in Portland Parks Foundation's database restricted to the Footbridge Over Burnside, (2) a list of formal, written pledges to the Bridge Project that are conditional only on completion of the balance of fundraising, with such balance excluding Grant Funds, or on securing permits. Upon a determination by the Commissioner in Charge of Transportation, with assistance from the Grant Manager, that the evidence described herein has been submitted, the Commissioner in Charge of Transportation will authorize PBOT to pay GRANTEE the amount of the invoice up to \$1,050,000 within thirty (30) days of the approval date. This will be a direct payment, not an advance, to the GRANTEE. If for any reason, GRANTEE does not use the Grant Award for services under this Grant Agreement, does not provide required services, or fails to take any actions required by the Grant Agreement, the CITY may, at its option, terminate the Grant Agreement, and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly received by GRANTEE or improperly expended by GRANTEE.

Section 2. No Other Changes. Except as expressly set forth herein, the Agreement shall remain unmodified and in full force and effect.

PP&R and the Portland Parks Foundation have caused this Amendment to be executed by their duly authorized officers.

Portland Parks Foundation

By: _____
Print Name: _____
Title: Executive Director
Date: _____

PORTLAND PARKS AND RECREATION

By: _____
Kia Selley, Interim Director
Date: _____

APPROVED AS TO FORM

City Attorney