

## EXHIBIT A

### **License Agreement Amendment No. 1 between City of Portland, by and through, Portland Parks & Recreation and Hoyt Arboretum Friends**

This License Agreement Amendment No. 1 is entered into between the City of Portland, by and through Portland Parks and Recreation ("PP&R"), and the Hoyt Arboretum Friends ("HAF").

#### Recitals

- A. On March 7, 2012, City Council through Ordinance 185184 authorized a License Agreement for the Hoyt Arboretum Friends to perform certain services for PP&R at Hoyt Arboretum ("Hoyt Arboretum"). The License Agreement was effective on March 7, 2012.
- B. The License Agreement expired on March 7, 2022.
- C. The parties entered into a License Agreement to authorize HAF to operate and manage the Hoyt Arboretum largely under the terms of that 2012 License Agreement with a one year term to allow the parties to negotiate the terms and conditions of a long-term agreement.
- D. PP&R has been engaging with HAF in good faith to negotiate a new agreement for management services.
- E. HAF is a non-profit corporation formed for the specific purpose of sustaining, enhancing and promoting Hoyt Arboretum.
- F. It is desirable and beneficial to the City to continue to engage HAF in services.
- G. This License Agreement Amendment No. 1 will be limited to one additional year so that the City and HAF may negotiate the terms and conditions for a long-term agreement.

#### AGREED:

- 1. This License Agreement is effective commencing on March 7, 2022 and will terminate on March 6, 2024.
- 2. During the term of the License Agreement, the Parties will collaboratively work towards a long-term agreement and may terminate this License Agreement sooner if the Parties reach mutual consent on a long-term agreement.
- 3. This License Agreement shall incorporate by reference all terms and conditions of the License Agreement of March 2012 (City Contract no. 30002589 and the License Agreement executed in May of 2022 except for:
  - a. Section 4 Term of the original License Agreement from 2012 will reflect that the License Agreement has the limited term stated above. There will be no option for extension or renewal.
  - b. Section 18.F. Miscellaneous, Notices, as pertaining to the City will be updated to reflect the following updates: for PP&R, Dylan Paul, Property and Business Development Manager, 503-823-5229, [dylan.paul@portlandoregon.gov](mailto:dylan.paul@portlandoregon.gov); for Portland City Attorney's Office, Linda Law.

- c. Exhibit C Licensors' Standard Insurance Requirement for HAF's required Commercial General Liability insurance shall be at a per occurrence coverage of at least \$1,000,000 per occurrence and an aggregate limit of not less than \$2,000,000, and automobile liability insurance coverage of not less than \$1,000,000 per accident and \$1,000,000 excess or umbrella liability coverage. Excess or umbrella liability coverage may be reduced or waived by the Director of PP&R.
4. Consistent with the original License Agreement from 2012, on a periodic basis, pursuant to and subject to conditions in that License Agreement, the City may pay HAF an amount equal to the park use permit fees paid to the City for use of Hoyt Arboretum facilities. Up to four times a year and upon HAF's request, the City may provide HAF with records indicating the types and amounts of park use fees paid to the City for permitted use of Hoyt Arboretum facilities. Up to four times a year the HAF may present an invoice to the City for the amount of permit fees paid to the City, including amounts collected by HAF as permit application processing fees, but not including amounts collected by the City as permit application processing fees. At the City's sole option, the City may reject invoices received from HAF after July 31st seeking compensation for fees paid to the City prior to the preceding July 1st. The City may also compensate HAF with funds subject to budget approval from the adopted Parks and Recreation budget not to exceed \$13,000 each fiscal year. No other compensation is to be paid by the City to HAF for services without the written approval of the PP&R Director.

**CITY OF PORTLAND**

**HOYT ARBORETUM FRIENDS**

By: \_\_\_\_\_  
Adena Long, Director  
Portland Parks and Recreation

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Chief Deputy City Attorney