

**INTERGOVERNMENTAL AGREEMENT
for
Parking Lot Lease**

This Intergovernmental Agreement for Parking Lot Lease (this "Lease"), dated _____, 2010 (the "Effective Date"), is made and entered into by and between the City of Portland, through the Gateway Center for Domestic Violence Services ("GCDV" or "the Center"), the City of Portland, through the Portland Housing Bureau ("PHB"), and the City of Portland, through the Portland Development Commission ("PDC"). GCDV, PHB and PDC may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. Gateway Center for Domestic Violence Services ("GCDV" or "Tenant") is a collaboration of the intergovernmental agreement of the City of Portland and Multnomah County, passed by the Portland City Council through Portland City Ordinance no. 183257, of October 21, 2009. GCDV operates or will operate from a County owned site located at 10305 E Burnside Street, in Portland, Oregon.
- B. PDC acquired the real property located at 10225 E Burnside Street, in Portland, Oregon as part of its urban renewal plan. A portion of the property is a vacant and unimproved grassy lot. PDC does not have scheduled redevelopment of the lot.
- C. On or about July 1, 2010, PDC will transfer certain housing assets, functions and responsibilities to PHB. PDC and PHB contemplate that the lot will transfer to PHB in the future.
- D. The Parties desire to have GCDV utilize the lot in order to make productive use until future development is undertaken as part of any Gateway area urban renewal plan.

AGREEMENT

In consideration of the mutual covenants and upon the terms and condition set forth in this Parking Lot Lease, the Parties agree to the leasing of the described property to GCDV.

1. Property

The leased property ("Property") is located on the northeastern portion of the land with the common address of 10225 E Burnside Street, in Portland, Oregon, more specifically described as Section 34, 1N, 2E, Tax Lot 9700, (1.06 acres), property tax ID no. 319949, as that portion of the Property is identified in Exhibit A - Location of the Property, attached and incorporated hereto.

2. Change of Landlord

Beginning on the Commencement Date, the Landlord shall be PDC. Upon transfer of the Property to PHB, PHB shall be substituted as the Landlord in the Lease. Tenant shall be notified in writing of the substitution of Landlord under this Section.

3. Term

This Lease shall commence on _____, 2010 ("Commencement Date") and, subject to the early termination rights in Section 15, shall terminate on _____, ("Expiration Date"), for a term of five (5) years. Thereafter, the Lease may be renewed upon written agreement of the GCDV and Landlord.

4. Possession

Tenant has the right of possession on the Commencement Date.

5. Base Rent

No Base Rent shall be charged by Landlord for the initial term of the Lease. Base Rent for the renewed term shall be mutually determined by GCDV and Landlord. If GCDV and Landlord do not agree to Base Rent within sixty (60) days prior to the initial Expiration Date, the Lease will terminate on the Expiration Date.

6. Taxes and Utilities

The Parties acknowledge that Tenant is a tax exempt and do not anticipate real property tax to be assessed as a result of Tenant's lease and use of the Property. In the event that taxes are assessed due to Tenant's use of the Property, Tenant shall be responsible for and pay before delinquent those taxes or fees assessed during the term of this Lease against any leasehold or personal property of any kind owned by or placed upon or about the Property by Tenant, including any real property taxes assessed and levied on the Property by Multnomah County and/or any other taxing authority. Tenant shall be responsible for resolving any disputes related to taxes and fees with the appropriate taxing authority.

Tenant shall pay all utilities and other charges assessed on the Property on a reimbursement basis. Landlord shall submit paid invoices to Tenant quarterly. Tenant shall submit payment to Landlord within 30 days of receipt such paid invoices.

7. Uses of Property

Tenant may use the Property for the following purposes but no others without the consent of Landlord: parking vehicles by Tenant and its invitees. In addition, during authorized improvement or construction to the Property performed by Tenant, if any, Tenant may use the Property for the associated construction equipment, materials and vehicles, including but not limited to construction staging, parking construction vehicles, maintaining

equipment and material throughout all phases of the construction. Any improvement or construction to the Property is subject to the prior written approval of Landlord. Landlord has the right to enter onto the Property at all reasonable times to examine the condition thereof, or for other lawful purposes, so long as Landlord's right of inspection does not unreasonably interfere with Tenant's use of the Property.

8. Tenant Improvement

The Property is currently a vacant and unimproved grassy lot. The Parties contemplate that Tenant will need to make improvements to the Property to make it suitable for vehicle parking through installation of a temporary surface. GCDV has budgeted up to \$120,000 for making tenant improvements to the Property. Landlord and Tenant shall work cooperatively so that Tenant may obtain necessary land use approval and permits for the proposed improvement. Prior to commencement of construction, Tenant will submit to Landlord, for Landlord's consent, Tenant's plans, specifications and work drawings detailing the improvement, construction and changes to the Property proposed by Tenant. Upon agreement of the Parties, and pursuant to a supplemental written agreement, PDC or PHB or their agent may serve as the project manager for all phases of the proposed construction of tenant improvements in an amount not to exceed \$120,000.

9. Hazardous Substances

Tenant shall not cause or permit any Hazardous Material, as hereinafter defined, to be brought upon, stored, used, generated, released into the environment or disposed of on, in, or about the Property, except in a manner that complies with all laws regulating any such Hazardous Materials and with good business practices. Tenant covenants to remove from the Property upon expiration or sooner termination of this Lease and at Tenant's sole cost and expense, any and all Hazardous Materials brought upon, stored, used, generated, or released into the Property by Tenant, its licensees, agents, or employees during the Term. Subject to the Oregon Constitution and Oregon Tort Claims Law, Tenant hereby agrees to indemnify, defend, protect, and hold harmless Landlord and the City of Portland and each of their respective commissioners, officers, agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the Term directly or indirectly from the Tenant's use, storage, disposal, release or presence of Hazardous Materials on, in, or about the Property which occurs during the Term. Tenant will not be responsible for any claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise during or after the Term which are not caused by the Tenant or its agents or employees. Tenant shall promptly notify Landlord of any release of Hazardous Materials on, in, or about the Property that Tenant, Tenant's agents or employees becomes aware of during the Term, whether caused by Tenant, Tenant's agents or employees, or any other persons or entities. As used herein the term "**Hazardous Materials**" includes without limitation, any material or substance that is 1) defined as a hazardous waste, hazardous substance or hazardous material under any federal, state or local law, 2) petroleum, and 3) asbestos, but does not include immaterial quantities of substances customarily and prudently used in the cleaning and maintenance of the Property or the gasoline and other solvents that are customarily

contained in motor vehicles and required for their operation, in accordance with any applicable law. The provisions of this Section, including the indemnification provision herein, shall survive any termination of this Lease.

10. Maintenance and Repair

Tenant is responsible for maintaining and keeping the Property in clean and orderly condition, free of trash and debris, and in accordance with the City of Portland's Property Maintenance Code, Portland City Code Title 29. If landscaping remains after Tenant's surface lot improvement is constructed, Tenant is responsible for maintaining the landscaping and other vegetation on a routine basis. Tenant will keep the parking lots and associated right of ways free and clear of ice and snow.

11. Indemnification

To the extent permitted under Oregon law, each Party shall indemnify and hold harmless the other's officers, agents and employees from any and all liability, damage, expenses, attorney's fees, causes of actions, suits, claims or judgments, arising out of or connected with the party's actions or omissions. Neither party shall be liable for claims caused by the sole negligence of the other party, or the other party's officers, agents or employees.

12. Liability Insurance

Each Party shall maintain sufficient insurance and property damage insurance coverage to ensure liability protection from any and all risks, claims, demands, actions, and suits for damage to property arising directly or indirectly from the Party's acts or omissions related to the Lease.

13. Workers' Compensation Insurance

Each Party agrees to have workers' compensation and employer's liability coverage for all its subject workers as required by law during the term of the Lease.

14. Assignment and Subletting

Except for written consent of Landlord, Tenant shall not assign, sublet or transfer this Lease. Subject to approval of Landlord, Tenant may permit or license third parties to use the Property for temporary vehicle parking.

15. PDC Redevelopment of Property, Early Termination, & Relocation Benefits

Tenant acknowledges that PDC acquired the Property for the purposes of redevelopment pursuant to an urban renewal plan. Tenant will not seek any relocation benefits as defined under ORS 35.500 et seq. Landlord agrees to keep Tenant informed of PDC's

redevelopment plans for the Property so that Tenant has reasonable time to locate alternate parking facilities to serve Tenant's parking needs.

The Parties agree that following the third anniversary of the Commencement Date, Landlord may terminate this Lease for the commencement of redevelopment activities. Prior to termination under this provision, Landlord must provide Tenant with 120 days' advanced written notice of its intent to terminate.

16. Default by Tenant

Any one or more of the following shall be an "Event of Default": i) failure of Tenant to pay any Rent or monetary obligations, if any, required by this Lease within ten (10) days after it is due; and, ii) failure of Tenant to comply with any term or condition or to perform any obligations of this Lease, within sixty (60) days after written notice by Landlord specifying the failure with reasonable particularity. If the failure is of such nature that it cannot be completely remedied within the sixty (60) day period, then Tenant shall commence cure within the sixty (60) day period, notify Landlord of Tenant's steps for cure and estimate time table for full correction of the failure, and proceed with reasonable diligence and in good faith to correct the failure as soon as practical and to completion.

17. Remedies on Default by Tenant

In the event of an Event of Default, Landlord may elect to terminate the Lease upon sixty (60) days written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

18. Surrender

Upon termination of this Lease, Tenant shall surrender the Property to Landlord in the same or better condition as at commencement of Lease and repair any damage to the Property due to Tenant's use of the Property except for ordinary wear and tear, unless the Parties otherwise agree in writing. Any repair that Tenant is required to make shall be completed prior to surrender. Tenant shall not be required to restore the Property to the unimproved condition existing prior to construction of the improvement.

19. Default by Landlord, Remedies

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time. Landlord agrees to perform its obligations within thirty (30) days after receiving written notice from Tenant specifying where and how Landlord has failed to perform its obligations. If the nature of Landlord's obligations is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if

Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

20. Inability to Perform

The Parties shall not be deemed in default for the non-performance or for any interruption or delay in performance of any of the terms, covenants and conditions of this Lease if due to any labor dispute, strike, lockout, civil commotion or operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain labor, services or materials, or through act of God or other causes beyond the reasonable control of the Party, providing such cause is not due to the willful act or neglect of the Party.

21. General Provisions

- a) Every covenant in this Lease will be construed to be material, whether or not the covenant expressly provides. No right or remedy or election provided by this Lease shall be deemed exclusive but shall, whenever possible, be cumulative with all other rights and remedies available at law or in equity. Failure by either side at any time to require performance by the other party shall not constitute a waiver of any of the covenants of this Lease or a waiver of subsequent breaches.
- b) Time is of the essence in this Lease.
- c) There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangement, brochures, advertising, agreement and understandings, oral or written, if any, between Landlord and Tenant or displayed by Landlord or its agents to Tenant with respect to the subject matter of this Lease, the Property or the building. There are no representations between Landlord and Tenant, or between any real estate broker and Tenant, other than those contained in the Lease, and all reliance with respect to any representations is solely upon representations contained in this Lease. This Lease shall not be amended or modified except by agreement in writing signed by the parties. This Lease shall not be recorded without written consent of Landlord.
- d) Upon Tenant observing and fully performing all of the covenants, conditions and provisions required of Tenant, Tenant shall have quiet possession of the Property for the entire term hereof, subject to all terms and conditions of this Lease.
- e) If any portion of this Lease is ruled invalid, void or illegal by an order of the court, the remainder of the Lease shall remain in full force and effect.
- f) This Lease shall be governed by the laws of the State of Oregon. Any litigation arising under this Lease shall occur in the Multnomah County Circuit Court.

- g) This Lease will be construed with equal weight for the rights of both parties, the terms and conditions of this Lease having been determined by fair negotiation with due consideration of the rights and requirements of both parties, and any ambiguities shall not be construed for or against either party.
- h) This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. The Parties agree that this transaction, including any amendments, may be conducted by electronic means, including the use of electronic signatures.
- i) This Lease may be amended, modified or extended without new consideration, upon written instrument executed by the Parties.
- j) Any communication or notice required to be made to the Parties shall be addressed and mailed by first class mail and deemed effective three (3) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Tenant:

Gateway Ctr for Domestic Violence Svcs
 Attn: Martha Strawn Morris, Director
 10305 E Burnside Street
 Portland, Oregon 97216
 Fax: (503) _____

With a copy to:
 City Attorney's Office
 1221 SW 4th Avenue, Room 430
 Portland, Oregon 97204

Landlord:

Portland Development Commission
 Attn: _____
 222 NW Fifth Avenue
 Portland, Oregon 97209-3859
 Fax: (503) 823-3368

With a copy to:
 Portland Development Commission
 222 NW Fifth Avenue
 Portland, Oregon 97209-3859
 Attn: General Counsel

PHB:

Portland Housing Bureau
 Attn: _____
 421 SW 6th Avenue, Suite 500
 Portland, Oregon 97204
 Fax: (503) 823-2387

In witness whereof, Gateway Center for Domestic Violence Services, Portland Housing Bureau and the Portland Development Commission have executed this Lease as of the Effective Date.

**City of Portland GATEWAY CENTER PORTLAND DEVELOPMENT
FOR DOMESTIC VIOLENCE COMMISSION
SERVICES**

By: _____
Dan Saltzman, Commissioner of Public
Affairs

By: _____
Bruce A. Warner, Executive Director

PORTLAND HOUSING BUREAU

By: _____
Margaret Van Vliet, Director

APPROVED AS TO FORM

APPROVED AS TO FORM

City Attorney

Assistant General Counsel

EXHIBIT A

**Location of The Property
(attached)**