

PITTOCK MANSION TERRACE REPAIR PROJECT SUPPORT AGREEMENT

This Agreement is made and executed as of the ____ day of June 2012 (the "Effective Date"), by and between the CITY OF PORTLAND, by and through its Parks and Recreation Bureau ("Parks") and the PITTOCK MANSION SOCIETY, an Oregon nonprofit corporation ("PMS").

RECITALS

- A. PMS has agreed to make a donation for the purpose of repair and restoration of the terraces at the Pittock Mansion (collectively, the "Terrace Repairs").
- B. PMS wishes to transfer \$250,000 (the "PMS Funds") to Parks to be used for the repair and restoration of the terraces at Pittock Mansion.
- C. Parks wishes to accept the Funds from PMS for the designated purpose.

Therefore, Parks and PMS agree as follows:

1. **Transfer of the Gift Funds.** PMS pledges and agrees, upon the terms and conditions in this Agreement, to transfer the PMS Funds to Parks. The transfer of the PMS Funds is conditioned on the contribution of at least Five Hundred and Fifty Thousand Dollars (\$550,000) of City funds (the "City Funds") toward the Terrace Repairs. This transfer will be made by PMS to Parks in one lump sum payment or as otherwise mutually agreed by the parties. The payment will be made to Parks before the date the construction contract for the Terrace Repairs is executed between Parks and the third party contractor performing the Terrace Repairs (the "Contract"). PMS shall have a chance to review and approve the general terms of the Contract before transferring the PMS Funds to Parks. The transfer of PMS Funds is further conditioned on the Terrace Repairs being constructed in substantial conformity with the design elements and material quality as depicted in design drawings developed and approved by Parks and PMS (collectively, the "Drawings").
2. **Restrictions on Use of the Funds.** Parks agrees that use of the PMS Funds shall be restricted to construction and installation costs of the Terrace Repairs, per the terms of the Contract and the Drawings. PMS shall be given the opportunity to provide input and comment on all material decisions relating to the design and construction of the Terrace Repairs in the same manner as PMS has been involved with the Terrace Repairs process prior to the Effective Date. PMS and Parks will arrive at mutually satisfactory decisions on any revised plans for the Terrace Repairs.
3. **Governing Law.** This Agreement will be governed in all respects by the laws of the State of Oregon, without regard to any conflicts of law principles.
4. **Entire Agreement.** This Agreement sets forth the complete understanding between Parks and PMS with respect to the transfer of PMS Funds and their use. All prior and contemporaneous agreements, understandings and promises are integrated into and superseded by this Agreement. No amendment to this Agreement will be effective unless it is in writing and is signed by authorized representatives of PMS and Parks.

IN WITNESS WHEREOF, Parks and PMS have caused their duly authorized representatives to execute this Agreement.

PORTLAND PARKS AND RECREATION

PITTOCK MANSION SOCIETY

By: _____

By: _____

Title: _____

Title: _____

APPROVED AS TO FORM

James H. Van Dyke
CITY ATTORNEY