

**FIRST AMENDMENT TO THE AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT**

**Between Prosper Portland and the City of Portland, Oregon
For the River District Urban Renewal Area Support (Broadway Corridor Project)**

THIS FIRST AMENDMENT (“Amendment”) is dated effective _____ (the “Effective Date”) and is by and between Prosper Portland, the economic development and urban renewal agency of the City of Portland (“Prosper Portland”) and the City of Portland, an Oregon municipal corporation (the “City”).

A. On August 8, 2023, Prosper Portland and the City, acting by and through its then-Office of Management and Finance, Bureau of Revenue and Financial Services (“OMF”), entered into an Amended and Restated Intergovernmental Agreement for River District Urban Renewal Area Support (the “OMF Agreement”), to set forth the parties’ roles and responsibilities with respect to financial support of the redevelopment of the USPS Property.

B. On October 28, 2020, in accordance with a Funding and Finance Plan approved by the City Council on September 23, 2020, by Ordinance No. 190146, the City Council approved Ordinance No. 190180, creating the NW Park Avenue and Johnson – Kearney Streets local improvement district (“Original LID”) to fund construction of street, sidewalk, stormwater, sanitary sewer, water main, and off-site signal and intersection improvements in the Broadway Corridor, and the City Council directed OMF to obtain short-term financing (“LID Interim Financing”) to pay for certain LID costs prior to issuing long-term LID Bonds (the “LID Bonds”, and combined with the LID Interim Financing, the “LID Debt”).

C. On _____, by Ordinance No. _____, the City Council: (i) renamed the Original LID, now to be known as the NW Johnson – Kearney Streets LID (the “Johnson-Kearney LID”), (ii) provided a budget for the Johnson-Kearney LID of \$ _____, and (iii) directed the City’s execution of this Amendment.

D. On _____, by Ordinance No. _____, the City Council created a separate NW Park Avenue LID (the “Park Avenue LID”) and provided a budget for the Park Avenue LID of \$ _____.

E. The terms “LID Bonds,” and “LID Debt” used in this Amendment are understood to refer to the financing costs of the NW Johnson-Kearney Streets LID and the NW Park Avenue LID. The term “LID Interim Financing” used in this Amendment refers only to the short-term financing used to pay for certain NW Johnson-Kearney Streets LID costs prior to issuing long-term LID Bonds for the NW Johnson-Kearney Streets LID. All other capitalized terms used but not defined in this Amendment have the meaning given to them in the OMF Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein, the parties agree as follows:

1. LID Interim Financing. Section II.B. of the OMF Agreement is deleted in its entirety and replaced with the following:

a. Prosper Portland will pay the interest and financing costs from the Pledged Security funds for the LID Interim Financing, including any amounts attributable to properties of the Portland Housing Bureau and other public or private entities subject to the NW Johnson-Kearney Streets LID during the design and construction period of the NW Johnson-Kearney Streets LID and including the period preceding the issuance of the related LID Bonds, regardless of any property sales or transfers that occur prior to final assessment. The LID Interim Financing will accrue interest consistent with the construction financing credit facility or facilities initially negotiated and issued by the City or subsequently refunded by the City. Prosper Portland will semi-annually fund LID Interim Financing interest and other financing fees and costs (including without limitation legal fees and related costs) related to the LID Interim Financing.

b. Prosper Portland will make the LID Interim Financing costs a budget priority. If Prosper Portland has insufficient Pledged Security funds to timely pay all amounts due on the LID Interim Financing, the City may satisfy those payment obligations using other City funds.

2. Law. This Amendment will be governed by and construed and enforced in accordance with the laws of the State of Oregon.

3. Ratification. The OMF Agreement, as modified by this Amendment, remains in full force and effect and the parties hereby ratify the same.

4. Authority. The individuals executing this Amendment on behalf of any party individually represent and warrant that they have been authorized to do so and have the power to bind the party for whom they are signing.

IN WITNESS WHEREOF, the City and Prosper Portland have duly executed this Amendment as of the Effective Date.

The City of Portland

Prosper Portland

By: _____
Jonas Biery, Deputy City Administrator

By: _____
Shea Flaherty Betin
Interim Executive Director

By: _____
Priya Dhanapal, Deputy City
Administrator

Approved as to form:

Approved as to form:

Prosper Portland Legal Counsel

City Attorney