

Exhibit "A"

AMENDED AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 1953, by and between the CITY OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter called the City, and SCHOOL DISTRICT NO. 1, of Multnomah County, Oregon, a quasi-municipal corporation of the State of Oregon, hereinafter called the District;

W I T N E S S E T H:

WHEREAS, the City desires certain additional facilities in connection with the park area at the west end of the Rose City Golf Course, to provide sanitary conveniences, additional recreational facilities and office and storage space for the use of the Bureau of Parks, and

WHEREAS, the District does not have adequate facilities for primary school grades in that area and desires to establish a school for the lower primary grades in the park area at the west end of the Rose City Golf Course, and

WHEREAS, the use of a limited portion of said park area would not take away from the City property needed for public use but would in fact provide greater recreational facilities and sanitary conveniences for the benefit of the public using said park area and that the erection of a school under such conditions would be for the mutual benefit of both the City and the District and said property during such times as it may be used exclusively by the District is not needed by the City for public use and will not be so needed for twenty years, and

WHEREAS, it is desirable to fix the terms and conditions controlling the joint use and occupancy and the cooperation of the parties for the supply of facilities to the benefit of both parties, now, therefore,

In consideration of the premises and the mutual obligations and undertakings hereinafter set forth, it is hereby agreed between the City and the District as follows:

1. The City agrees that the District may use for the term of this contract and any extension thereof that portion of the park area at the southwest end of the Rose City Golf Course immediately adjoining N.E. Tillamook Street and lying between the northerly extension of N.E. 64th Avenue and N.E. 65th Avenue, the exact limits of said area to be determined by the City, after submission to the City for approval of the plans of the school building, and to be limited to the area actually needed for said building and access thereto.

2. The District agrees to construct a primary school building at the location above described, and further agrees that said building will be of one-story only, shall have not more than eight (8) class rooms and a community room or playroom, and that the architecture will conform to that of the surrounding area.

3. The District further agrees to construct as a part of said school building:

- (a) Offices for the recreational directors of the Bureau of Parks;
- (b) Sanitary facilities for both men and women, direct entrances from the outside of the building to be available to the public using the surrounding park area .

4. The plans and specifications of said school building including the additional facilities for the use of the Bureau of Parks shall be submitted to the City and must first be approved by the Council of said City prior to requesting bids for the construction thereof. The District shall also submit to the City an estimate of the cost of said building and shall not award any contract for the construction thereof, without the approval of the City.

5. The use of the whole building will be available after school hours and during the summer to the Bureau of Parks for recreational purposes, and the community room or playroom shall be available to the community for community affairs in keeping with the policy of the Bureau of Parks of the City and the recreational policy of the School Board.

6. During vacation or holiday periods when such building is used exclusively by the Bureau of Parks and not used by the District, the City agrees to reimburse the District for janitor service, or to provide the same and to pay any charges for electricity.

7. The period of this agreement shall commence with the date of execution thereof and continue for two (2) years thereafter. Said agreement may be renewed for subsequent periods of two (2) years each if both parties so desire, but not to exceed a total period of twenty (20) years. If either party shall not wish to renew this agreement such party shall so advise the other party at least ninety (90) days prior to the termination of this agreement, or any extension thereof. Failure of both parties to give notice prior to such ninety (90) day period shall be construed as an exercise of the option to renew this agreement. Either

party, however, may terminate this agreement at any time upon one (1) year's written notice to the other party.

8. Upon the termination of this agreement the building erected by the District, together with all fixtures therein, shall revert to and become the sole property of the City. Should the City decide not to renew this agreement and terminate the same prior to twenty (20) years from the date of the execution of this original agreement, then the City shall pay to the District the unamortized initial cost of said building, exclusive of removable equipment, said amortization to be based on a life of twenty (20) years from said original date of execution at a rate of amortization of 5% per year. The amount of said initial cost is to be established at the time of the construction of said building by the furnishing or exhibiting to the Commissioner in charge of the Bureau of Parks of all contracts, vouchers, and other documents requested by him for the purpose of establishing said cost. In the event that the District decides not to renew said agreement at any time, the District shall be entitled to no payment from the City for any unamortized cost still remaining.

9. The District in the construction of said building agrees to comply with all laws of the State of Oregon and ordinances of the City of Portland relating thereto.

10. The promises and agreements of each party herein constitute the sole consideration for the promises and agreements of the other party.

It is understood and agreed that the agreement entered into for the same purpose between the District and the City dated April 30, 1953, is hereby superseded by this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in quadruplicate the day and year above set forth, by their officers thereto duly authorized, the City acting pursuant to Ordinance No. _____, passed by the Council _____, and the District acting pursuant to a resolution of its Board of Directors, passed the ____ day of _____, 1953.

CITY OF PORTLAND

By _____
Mayor of the City of Portland

By _____
Commissioner of Finance of the
City of Portland

Attest:

SCHOOL DISTRICT NO. 1 of
Multnomah County, Oregon

City Auditor

By _____
Chairman of the Board of Directors

Approved as to form:

Attest: _____
School Clerk

City Attorney

Approved as to form:

Attorney for School
District No. 1

ORDINANCE No. 98817

An Ordinance authorizing amendment of an agreement between the City and School District No. 1 relating to the construction of facilities and joint use and occupancy in park area at the west end of the Rose City Golf Course by requiring the plans and costs of said facilities and the exact location thereof to be first approved by the City Council, making other minor changes of wording, authorizing execution of such amended agreement, and declaring an emergency.

The City of Portland does ordain as follows:

Section 1. The Council finds that by Ordinance No. 98242 entitled: "An Ordinance authorizing execution of an agreement between the City and School District No. 1 relating to the construction of facilities and joint use and occupancy in park area at the west end of the Rose City Golf Course, and declaring an emergency," passed by the Council April 16, 1953, the Council set forth its findings with regard to city needs of additional facilities in connection with the park area at the west end of the Rose City Golf Course for sanitary conveniences, additional recreational facilities and office and storage space; that in said ordinance the Council also found that the School District needs additional class room facilities for primary school grades in the same area to serve the surrounding district; that it is in the public interest that the City and School District cooperate to provide such additional facilities for both purposes and to enter into an agreement therefor; that said ordinance provided various other findings of the City; that the needs of the City and the School District remain the same and it is now and still remains in the public interest that the City and School District cooperate to provide such additional facilities for both purposes and enter into an amended agreement therefor; that under such agreement the City will provide the land and the School District will construct the building for use as a school during school hours and session periods and said building and facilities would then be made available for park purposes and recreational facilities at all other times; that the need for such park and recreational facilities exists outside school hours and during vacation times and therefore a facility for joint use and occupancy will give economical use of the same land and structure during the entire day and during the entire year; that the partial occupancy for school purposes is such an interest in the land as is not needed for public use and will not be needed for at least two years and such further time as the Council may choose to extend the same for a period not exceeding a total of 20 years; that, if the City should find that complete occupancy for city purposes becomes necessary, the City may then terminate the use and occupancy by the School District and buy the structure constructed at the expense of the School District at a

ORDINANCE No. 98817

depreciated value, and that at the end of 20 years said structure will be deemed fully depreciated insofar as the School District is concerned; that additional provisions should be made from the original agreement authorized by said Ordinance No. 98242, passed by the Council April 16, 1953, to provide for express approval by the City Council of plans, specifications, construction costs and exact location of said facilities; that other minor changes of wording should be made in said agreement so as to clarify any possible ambiguity and more fully express the intent of the parties; that, therefore, an amended agreement embodying the provisions set forth above should be entered into so as to obtain without city expense facilities for park use for present and future needs; that such an arrangement will save the city property owners tax money on behalf of the School District as well as the City; now, therefore, the Mayor, Commissioner of Finance and Auditor hereby are authorized and directed to enter into an amended agreement with School District No. 1 of Multnomah County, Oregon, and execute the same on behalf of the City, substantially in accordance with the form attached hereto marked Exhibit "A" and hereby made a part of this ordinance.

Section 2. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: In order that pending litigation concerning the agreement provided for in Ordinance No. 98242 may be brought to issue immediately, without delay because of the amendments to such agreement herein provided for, therefore, this ordinance should take effect immediately; therefore, an emergency hereby is declared to exist and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, JUL 22 1953

Fred L. Peterson

Mayor of the City of Portland

Will Gibson.

Attest:

Auditor of the City of Portland

Calendar No. 4007

ORDINANCE No. 98417

Title

An Ordinance authorizing amendment of an agreement between the City and School District No. 1 relating to the construction of facilities and joint use and occupancy in park area at the west end of the Rose City Golf Course by requiring the plans and costs of said facilities and the exact location thereof to be first approved by the City Council, making other minor changes of wording, authorizing execution of such amended agreement, and declaring an emergency.

THE COMMISSIONERS VOTED AS FOLLOWS:

	Yeas	Nays
Bean	/	
Boody	/	
Bowes	/	
Earl	/	
Peterson	/	

FOUR-FIFTHS CALENDAR

Bean	
Boody	
Bowes	
Earl	
Peterson	

INTRODUCED BY
Commissioner Bean

DRAWN BY

MCR:JL:GM

Date 7/17/53

NOTED BY THE COMMISSIONER

Affairs

Finance ORB

Safety

Utilities

Works

City Attorney MCR

NOTED FOR CITY AUDITOR

RSI

JHL

APPROVED

Date

By

City Engineer

Date

By

Filed JUL 17 1953

Phile Gibson
Auditor of the CITY OF PORTLAND

By R. S. MCR
Deputy