

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution No. 06-08

For the Purpose of approving an amendment and extension to the Agreement For Use of The Intermediate Theatre Of The Portland Center For The Performing Arts between MERC and Portland Center Stage, and authorizing the MERC General Manager to execute the amendment and extension.

WHEREAS, MERC and Portland Center Stage have been parties to the Agreement For Use Of The Intermediate Theater Of The Portland Center For The Performing Arts ("the Agreement") over the past thirteen years; and

WHEREAS, the term of the Agreement expires June 30th, 2006; and

WHEREAS, Portland Center Stage desires to extend this agreement for two months prior to their relocation to new space; and

WHEREAS, the Portland Center Stage and the Portland Center for the Performing Arts have met, agreed to terms and desire to extend the Agreement;

BE IT THEREFORE RESOLVED AS FOLLOWS:

1. the commission authorizes the General Manager to execute the amendment to the lease with PCS in a form substantially similar to the attached exhibit A.

Passed by the Commission on June 28th, 2006.

Approved as to Form:
Daniel B. Cooper, Metro Attorney

By:  _____


Chair


Secretary-Treasurer

MERC Staff Report

Agenda Item/Issue: For the Purpose of approving an amendment and extension to the Agreement For the Use of The Intermediate Theatre Of The Portland Center For The Performing Arts between MERC and Portland Center Stage, and authorizing the MERC General Manager to execute the amendment and extension.

Resolution No.: 06-08

Presented By: Robyn Williams

Date: January 26, 2005

Background and Analysis:

For more than 13 years, Portland Center Stage has occupied office and storage space at PCPA and been a major user of Brunish Hall as a rehearsal space. This relationship has been governed by a series of 3-year agreements with MERC. The current 3-year agreement ends in June, 2006.

Portland Center Stage has renovated a facility, "the Armory", which will become their new home September 1, 2006. Portland Center Stage desires to extend their current agreement for 2 months prior to their relocation to the Armory.

The lease rates for the extension-as shown in Attachment A-are held at their current rate.

Any outstanding monies owed as well as advance payment of rent for the extension term are due July 10th.

Fiscal Impact: Rental for their occupied space for the 2 months of this extension totals \$7,050.46.

Recommendation: Staff recommends that the Metropolitan Exposition Recreation Commission approves that the Portland Center Stage lease agreement be extended for 2 months at the rates in Attachment A.

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Exhibit A

**EXTENSION AMENDMENT TO AGREEMENT
FOR USE OF THE NEWMARK THEATRE
OF THE PORTLAND CENTER FOR THE PERFORMING ARTS**

The Agreement For Use Of The Intermediate Theatre Of The Portland Center For The Performing Arts, entered into on March 20, 1995 and extended by amendments on May 14, 1997, May 17, 2000, and July 2, 2003, by and between the Metropolitan Exposition-Recreation Commission ("MERC") and Portland Center Stage ("PCS") (hereinafter "the Agreement") is amended ("Extension Amendment") as follows:

1. Extension Term. Subject to the satisfaction of all terms and conditions set forth herein and in the Agreement, the original and extended term of the Agreement shall be extended from July 1, 2006 through August 31, 2006, unless sooner terminated by the mutual agreement of the parties or as provided in this amendment.
2. Back Rent Condition Precedent. This Extension Amendment is expressly conditioned on MERC receiving from PCS by July 10th, 2006 all back rent and other payments and penalties currently owing.
3. Premises. PCS will have use of Rooms 628, 119, F Room, 515, 519, B48, and B49 at the Portland Center for Performing Arts ("PCPA") from July 1, 2006 through August 31st, 2006, at the rental rates listed in Exhibit "A." The rental rates for the specified areas shall be due and payable in advance on the first day of each month. In addition, PCS shall continue to pay for receptionist services as set forth in the June 10th, 2003 letter of agreement between the parties, attached hereto as Exhibit B and incorporated herein, at the rate of \$873 per month.
4. Advance Payment of Rent and Receptionist Services for Extension Term. By July 10, 2006 PCS shall pay MERC in advance for the rent and receptionist services due for the extension term through August 15, 2006. In the event that the advance rent and receptionist services are not paid to MERC on or before July 10, 2006, this Extension Amendment shall be null and void.
5. Removal of Personal Property/ Phones Property of MERC. At the termination of the extended term PCS promises to remove or cause to be removed from the Premises at PCS's expense any and all personal property and/or trash, rubbish, debris, or any other unsightly or offensive materials unless otherwise agreed to in writing by MERC. Satisfaction of the promises contained herein shall be subject to MERC's inspection and approval of the physical condition of the Premises by MERC prior to termination of the extended term. If the Premises are not completely clean and vacated by the end of the term, PCS agrees to pay all reasonable costs incurred by MERC to clean the Premises and to remove any items and debris not removed by PCS. The parties agree that the

telephones used by PCS are the property of MERC and shall not be removed by PCS. PCS also agrees to relinquish to MERC the telephone numbers used by PCS at the PCPA facilities, with the exception of the main billing number for PCS, 503-248-6309, which the Parties agree that PCS may retain at the end of the extension term.

6. All Other Terms and Conditions Remain the Same. All other terms and conditions of the Agreement shall continue in full force and effect, except as specifically modified by the May 14, 1997 Amendment, the May 17, 2000 Amendment, the July 2, 2003 Amendment, and this Extension Amendment.

7. Integration Clause. Except as specifically provided herein, this document, together with the original Agreement, the May 14, 1997 Amendment, the May 17, 2000 Amendment, and the July 2, 2003 Amendment, contain the complete and exclusive agreement between the parties, and is intended to be a final expression of their agreement. No promise, representation or covenant not included in this document, the Agreement, or prior amendments, has been or is relied upon by any party. No modification or amendment of this document or the Agreement shall be in force or effect unless in writing executed by all parties hereto.

**METROPOLITAN EXPOSITION-
RECREATION COMMISSION**

PORTLAND CENTER STAGE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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Exhibit A - Attachment 1

July 1, 2006 to August 31, 2006

Room	Sq Feet	\$ Foot	Monthly	Total
628	1798	15.06	2255.93	4511.86
119	147	15.06	184.44	368.88
F Room	344	6.35	181.99	363.98
515	320	7.98	212.73	425.46
519	306	7.98	203.43	406.86
B 48	436	6.35	230.66	461.32
B 49	484	6.35	256.05	512.1
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			3525.23	7050.46

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Exhibit A - Attachment 2

July 1, 2006 to August 31, 2006

Extension

Letter of Agreement
PCPA/PCS Receptionist

Effective April 1, 2003, Portland Center Stage (PCS) agrees to reimburse the Portland Center for the Performing Arts (PCPA) \$10,000 annually for reception services. These services include greeting PCS visitors and notifying the appropriate PCS personnel of their presence, answering PCS general calls and disseminating information, sorting mail into PCS mail boxes, affixing postage and billing for postage used and other duties as mutually agreed upon.

PCS will be invoiced monthly for reception duties. Payments for reception duties must be made no longer than 30 days from date of invoice. Failure to remit such payments in a timely manner may result in the cancellation of this agreement.

PCS will be invoiced payments of \$833 monthly for months 1-11 and \$837 for month 12.

Either party may cancel this agreement with 30 days notice.

This agreement is renewable annually contingent on the agreement of both parties.