

**SECOND AMENDEMENT TO THE  
2012 WASHINGTON PARK TRANSPORTATION AND  
PARKING MANAGEMENT AGREEMENT**

The Second Amendment to the 2012 Washington Park Transportation and Parking Management Agreement (“Second Amendment”) is made and enter into as of the 9th day of April, 2020, by and among the CITY OF PORTLAND, through its Portland Parks & Recreation, a municipal corporation of the State of Oregon (hereinafter referred to as “CITY” and/or “PP&R”); METRO, a municipal corporation of the State of Oregon (hereinafter referred to as “METRO”); the WORLD FORESTRY CENTER, an Oregon nonprofit corporation (hereinafter “WFC”); the Portland Children’s Museum, an Oregon nonprofit corporation (hereinafter, “PCM”); the JAPANESE GARDEN SOCIETY OF OREGON, an Oregon nonprofit corporation (hereinafter referred to as “the Japanese Garden”); and the HOYT ARBORETUM FRIENDS FOUNDATION, INC., an Oregon nonprofit corporation (hereafter referred to as “Hoyt Arboretum”); collectively referred to herein as the “Parties” or individually as “Party.”

**PREAMBLE**

The parties to this agreement are the five cultural institutions based in beautiful and historic Washington Park in Portland, Oregon and the city department responsible for the park’s management. These institutions – Hoyt Arboretum Friends, Oregon Zoo, Portland Children’s Museum, Portland Japanese Garden, World Forestry Center and Portland Parks & Recreation— imbue the park with its unique identity and draw their identities from their distinctive locations and roles within it. Their leaders and staff care deeply about the quality of Washington Park’s visitor experience and have crafted a strong partnership to ensure the highest quality care and management of Washington Park to improve upon its standing as a destination for visitors from around the world and a point of pride for the greater Portland metro area community.

This agreement directs the investment of resources from an established paid parking system into development and refinement of world class transportation and parking program for the park, resolving longstanding access issues and establishing a welcoming and efficient transportation system that meets the needs of a diverse population of park visitors.

This agreement provides the structure, accountability and flexibility to assure the health of this six-party partnership and support successful operation of each institution. It is intended that each party shares in its benefits and is treated in an equitable manner such that, within the limits of this agreement, each receives what it needs to be successful.

The parties approach their partnership with mutual respect, understanding and trust and are committed to maintaining the health of their relationship. They agree to thoughtfully consider one another's perspectives, concerns and ideas and assume positive intent. They will strive for candor tempered with diplomacy, commit to bringing concerns forward for resolution and be willing to compromise. Each will be a champion and leader within their organization to ensure collaboration across operational, policy, and planning groups within and between each organization.

This agreement recognizes that each Party is a steward of the park as well as the planet and the work of the City, Metro and the cultural institutions is guided by strong conservation goals. They agree that an environmental conservation ethic is an essential underpinning of a world class park access and transportation system.

Each of the six parties manages valuable assets on behalf of the community. Each has a stake in Washington Park. They agree to be adaptable and innovative on behalf of visitors, conscientious with public investments and respectful of each other's business models.

As financial steward of the parking funds, Portland Parks & Recreation commits to transparency and accountability in its management of income and expenditures, reporting at least annually, as defined in this agreement, to honor the spirit of this agreement and further the creation of a world-class transportation system for Washington Park.

#### **RECITALS**

- A. WHEREAS, the CITY, on behalf of the residents of Portland, manages Washington Park, which includes most of the lands within the park boundary, including the parking lots serving the patrons of all the Parties to this Agreement; and
- B. WHEREAS, METRO, a municipal corporation, operates the world class Oregon Zoo which conducts its conservation activities, programs and functions for the use, education,

enjoyment and benefit of the general public on land within Washington Park owned by the residents of the Metro region; and

- C. WHEREAS, WFC has built and maintains the Discovery Museum, the Julian N. Cheatham Hall, the Harold A. Miller Hall, and the Harry A. Merlo Hall, on land in Washington Park it has leased from the CITY where it conducts its activities, programs and functions for the use, education, enjoyment and benefit of the general public; and
- D. WHEREAS, PCM operates the Portland Children's Museum, on land and in a facility in Washington Park it has leased from the CITY where it conducts activities, exhibits, programs, a preschool, a public charter school and other functions for the use, education, enjoyment and benefit of the general public; and
- E. WHEREAS, Japanese Garden Society of Oregon operates on land in Washington Park it occupies under a license agreement with the CITY where it operates, maintains, improves, and administers an authentic, world-class Japanese garden and offers compatible educational, cultural, artistic, horticultural, environmental, and charitable activities for the enjoyment and benefit of the general public; and,
- F. WHEREAS, the Parties created the first transportation management association formed for a city park in the United States, as an independent non-profit organization doing business as Explore Washington Park ("EWP"), which has matured since the Parties created it and today provides services that add to the economic and mission success of each cultural institution and that improve access and the park experience for visitors. The parties desire to locate the offices of EWP within Washington Park; and
- G. WHEREAS, the Parties entered into a 2012 Washington Park Transportation and Parking Management Agreement (hereinafter "the 2012 Agreement"), executed on February 1, 2013, in order to define and describe the Parties' responsibilities and obligations on transportation and parking matters in Washington Park; and

- H. WHEREAS, on 10/17/2016, the Parties amended the 2012 Agreement's funding allocations to address cost increases and support shuttle services; and
- I. WHEREAS, in 2018, the Parties determined they would like to better define their partnership, articulate shared goals, update funding priorities and refine funding allocations, and worked collaboratively over many months to reach consensus on these matters. A 2018-2019 Review Process Summary Report, prepared by EnviroIssues (June 2019) attached hereto as Exhibit A, captures the desired vision of partnership to be achieved, served as a guide in shaping the preamble to this agreement and may serve future leaders of Washington Park who desire to continue in the same spirit of collaboration, transparency, environmental conservation, and visitor success; and
- J. WHEREAS, in service to the public interest, the Parties enter into this Agreement to cooperatively operate a transportation and access management system worthy of this world class destination park and these cultural institutions to which it owes that status, achieved by managing a system that maintains or increases safe and affordable access for all, thus ensuring continued growth and vitality of each organization and protecting and promoting their financial strength and stability; and
- K. WHEREAS, the Parties reaffirm in this 2019 Agreement their collective commitment to Explore Washington Park as the means through which park access is managed and as the primary convener of the Parties, TriMet, neighborhoods, at-large members, and others of interest in creating the world-class transportation and access system; and
- L. WHEREAS, some access decisions and questions that arose in crafting this 2019 Agreement have been deferred to the future Transportation Management Plan process, to be completed by 2022; and
- M. WHEREAS, it is acknowledged that each Party has invested in Washington Park and has made and paid for improvements to park property, some necessitated by the city's land use and development authority, and which collectively should be recognized as vital to

the success of park management and a legacy of enhancements for current and future park visitors; and

- N. WHEREAS, it is in the public interest to ensure the residents of the metro region, as well national and international visitors have equitable access to the cultural institutions while minimizing impacts to adjacent neighborhoods; and
- O. WHEREAS, the Parties will use a variety of active access management and programs to increase the use of non-auto transportation alternatives; and
- P. WHEREAS, the CITY charges fees for parking within Washington Park to support the priorities identified in this agreement to include: fully funding a Transportation Management Association; developing and implementing a Transportation and Parking Management Plan; paying for operations, maintenance and security supervision of all parking within Washington Park; paying for capital improvements to Washington Park parking lots to bring them into compliance with CITY building and development codes as required as condition of approval for Parties to be granted city-required land use permits and as necessary to promote pedestrian and vehicle safety and traffic calming; funding intrapark shuttle service; funding offsite overflow bus service; paying for future agreed-upon capital improvements to lots B and C and other transportation-related capital improvements in all of Washington Park; encouraging use of alternative modes of transportation to the park; and discouraging use of Washington Park parking for park-and-ride purposes, (except for continuation of an existing permit program for neighbors during non-peak seasons--Fall, Winter and Spring); and
- Q. WHEREAS, PP&R and METRO, as public agencies and public land managers reporting to publicly elected councils, serve as lead partners, perform public fiduciary responsibilities to support the fulfillment of this Agreement and oversee and approve EWP recommendations on parking rate structures and the annual EWP budget; and

- R. WHEREAS, all Parties to this Agreement provide representation on the EWP Board and actively support actions for the improvement of transportation-related infrastructure and transportation programs in Washington Park; and,
- S. WHEREAS, the CITY collects parking meter and citation revenue which it deposits in a Trust Fund for the purpose of expending in accordance with this Agreement. All funds collected from parking meters and citations are held by the CITY in a special account that is monitored and managed by the CITY and the CITY designated Program Administrator dedicated to the Washington Park Parking Program (“the Trust Fund”). The Program Administrator provides updates to the Parties of this Agreement on revenue, expenses, and other items of interest related to the Trust Fund. In addition, the CITY holds a contract with the EWP and passes through parking funds to EWP for purposes pursuant to this Agreement; and
- T. WHEREAS, the Parties intend that the Parking Revenues be expended for access and transportation purposes, that they be solely dedicated to expenditures in Washington Park, and that they be an addition to historic CITY funding levels for Washington Park management, operations, repair and maintenance, and not replace said reasonable funding allocated by the CITY, which will be identified in the annual PP&R Service Level Agreement and will be no less than \$76,000, the historic level identified in the 2012 Agreement; and
- U. WHEREAS, as a financial steward of the funds, PP&R commits to transparency in its management of revenue and expenditures from the parking fund, this renewed partnership provides for a multi-layered decision-making process with annual review of levels of service and budget to ensure the spirit of the 2019 Agreement is being met and that the services provided lead to a world-class transportation system for Washington Park. PP&R will present an annual PP&R Service Delivery Plan for approval of the Parties to assist in this transparency, and to provide excellence in service to the park, and

NOW, THEREFORE in consideration of the mutual obligations, covenants and benefits stated herein, PP&R, METRO, PCM, WFC, PJG and HOYT agree as follows:

### AGREEMENT

1. The 2018-2019 Review Process Summary Report regarding the Agreement that was prepared by Enviroissues (June 2019) is incorporated as Exhibit E (“the Enviroissues Report”) to the Agreement. The Enviroissues Report captures the desired vision of partnership to be achieved, and should be used to guide future leaders of Washington Park in continuing in the same spirit of collaboration, transparency, environmental conservation, and visitor success that has preceded under this Agreement.
2. Exhibit B *Washington Park Service Level Agreement* will be superseded by the updated Exhibit B to be the Service Delivery Plan for the relevant year. Attached to this Second Amendment is the 2019 Service Delivery Plan the Parties accepted. PP&R will provide Service Delivery Plan for each successive year as an ongoing update.
3. Section 3. Washington Park Parking of the Agreement will be amended to include the following additional language at the end:

*“On an annual basis, at a time agreed upon by majority vote of the EWP Board of Directors, EWP will convene, and shall include all Parties to this Agreement, as well as other relevant outside partners who hold events in Washington Park, for the purpose of reviewing the annual EWP service plan that details the levels of service for intrapark shuttles, visitor service field staff, and overflow bus service. The annual service plan, including a proposed budget, shall be adopted by majority vote of the EWP Board of Directors. Once adopted by the EWP Board, the Parties to this Agreement shall accept, reject, or modify the adopted annual service plan unanimously. If the adopted annual service plan requires additional funding not provided for in this agreement, the Parties may amend this Agreement*

*pursuant to Section 19.1. If the Parties cannot unanimously agree, the Parties may enter Mediation pursuant to Section 20.1 ”*

4. PP&R has installed, funded, activated and operated pay stations as contemplated in original Section 4. Paid Parking Introduction and Rates of the Agreement, Section 4 shall be updated as follows:

*“4. Parking Rates. Parking pricing shall be governed by the creation of a Parking Management Toolkit, modeled after the Portland Bureau of Transportation Parking Management Toolkit, in a manner that promotes cultural institution vitality and minimizes negative impacts to their business operations while encouraging guests to use alternative modes. The Toolkit will be created by PP&R, with input from the Parties and outside stakeholders, and implemented as a supplement to the updated Transportation Management Plan of 2022. The Toolkit shall include pricing and other strategies, along with implementation schedules on providing best-practice performance-based pricing strategies, which are the accepted industry standards for cultural attraction parking programs. PP&R will present annual data on parking performance and capacity based on the Toolkits performance measures. The EWP Board of Directors will recommend parking rate changes based on the Toolkit under majority vote. The Parties to this Agreement may either accept or reject the recommendation from EWP under unanimous vote. If the Parties cannot reach unanimity on either accepting or rejecting a rate change as recommended by the EWP Board, the decision will be decided mutually between PP&R and Metro. If PP&R and Metro cannot reach consensus, the Parties may elect to enter Mediation pursuant to Section 20.1.”*

5. In the collaborative work done, the Parties identified and clarified Parking Revenues and Funding Priorities, which resulted in additions of new goals and priorities for use of funds. To ensure the Parties capture their mutual agreement, Sections 5 through 13 of the Agreement will be replaced in their entirety with the new sections as described below.



*“5. Paid Parking Revenues. The CITY shall collect parking fees and fines (hereafter “Parking Revenues”) for all Washington Park Parking, and place said Parking Revenues in a separate CITY managed Trust Fund dedicated to the purposes of this Agreement. Parking Revenues and all interest earned on said revenues shall be expended in accord with the terms of this Agreement. The CITY shall provide a monthly accounting to the Parties of the Parking Revenues received and expended and the balances in the several accounts set forth below. In addition, the CITY will report annually on the City general fund contributions to Washington Park to ensure that Parking Revenues supplement and do not replace general fund contributions. The Parking Revenues shall be reserved and expended inside Washington Park, with the exception of shuttle service connecting to points outside of Washington Park, and for the benefit of all public visitors to the park and the Venues.*

*Base funding amounts are established below, with annual increases where indicated. Where indicated below, budgeted funds that are not expended may be carried over to the next fiscal year or redeployed for other priorities, depending on the specifics for that priority.*

*METRO is under no additional obligation to advance funding for priorities in this Agreement.*

*Revenues from parking under this Agreement shall be expended according to the priorities set out in this Section. If money to pay for the items listed as Priorities 1-5 need to be expended before there is sufficient revenue from paid parking, the CITY shall be responsible for advancing the moneys necessary for those priorities. The CITY shall be entitled to reimbursement of such moneys expended, in accordance with the priorities and terms set out in this Agreement. It is understood that expenditures under Priorities 1, 2, and 3 are going to be ongoing expenses of operating the parking program and paid parking under this Agreement, and that parking revenues will be used for those priority items annually.*

Priority 5 will be paid, until fully funded and expended, at which time said obligations will be satisfied and will automatically drop from the priority list; and Priority 6 is an on-going capital reserve for current and future agreed upon projects. Land use conditions of approval associated with the West Lot Conditional Use application and the METRO Oregon Zoo 10-year Conditional Use Master Plan shall be met by the required date. The tasks listed under Priority 6 will be identified in the Transportation Management Plan and will be implemented provided that sufficient Parking Revenues have been generated and set aside in the capital reserve to pay for them.

Parking Revenues (in 2012 dollars) shall be allocated in order of priority as set forth below.

<b>Funding Priority ("Buckets")</b>	<b>Amount of Funding</b>
<b>1<sup>st</sup> Parking program management and daily clean-care maintenance</b>	<b>\$440,000 Annually</b>
<b>Credit card fees</b>	<b>\$180,000 Annually</b>
Annual increase: 3%	Unused funds returned to trust fund
<b>2<sup>nd</sup> Park Rangers and Enforcement</b>	<b>\$425,000 Annually</b>
Annual increase: City COLA	Unused funds returned to Trust Fund
<b>3<sup>rd</sup> EWP (Transportation Management Assoc.)</b>	
<b>EWP Programs/Management</b>	<b>\$747,000 Annually</b>
<b>EWP Overflow Bus Services</b>	<b>\$238,000 Annual max reimbursement,</b>
	Unused funds returned to Trust Fund
<b>EWP Intrapark Shuttles Services</b>	<b>\$470,000 Annually</b>
<b>EWP Transportation Management Plan</b>	<b>\$155,000 Year 1 One-Time</b>
	<b>\$200,000 Year 2 One-Time</b>
	<b>\$70,000 Year 3 One-Time</b>

Additional funding for downtown shuttle link if necessary: \$75,000 annually  
Ongoing TMP Implementation after 2022 reflected in Funding Bucket 6

**EWP Parkwide Emergency Planning**                      **\$15,000 Each Year 1-2**  
**\$10,000 Annually after Yr 2**  
  
*Annual Increase: 3%.*    *Unused funds stay with*  
*EWP in dedicated line item*

**4<sup>th</sup> Major Road/Sidewalk Maintenance \$300,000 Annually**  
  
*Annual Increase: 3%*    *Unused funds rollover*

**5<sup>th</sup> One-time Capital and Code-Required**  
  
**Loan repayment**    **\$540,000 One-Time**  
**Zoo Code-Req'd S Entry Stormwater**                      **\$2,675,000 One-Time**  
**Zoo Code-Req's Lots B and C Planting**                      **\$175,000 One-Time**  
  
**Meter Lifespan Replacement**    **\$80,000 One-Time**  
  
*Annual increase: 3%*    *Unused funds returned to*  
*Trust Fund*

**6<sup>th</sup> TMP Identified Capital Improvements and Programs**                      **\$ As available**  
  
*Funding as available after Transportation Management Plan completed,*  
*including both capital improvements by PP&R and ongoing programs*  
*through EWP*

6. Parking Program Management and Daily Clean-Care Maintenance and Park Rangers and Enforcement. *The CITY agrees to manage, maintain, repair, operate and provide security for all Washington Park Parking (approximately 1,400 spaces) pursuant to an annual Service Delivery Plan. This plan includes, but is not limited to: collecting revenues and fees and imposing fines for parking as set forth in Section 4 above; maintenance and repair; and parking, road, major trail connection security and visitor services and, coordinating with and complying with the requirements of the Oregon Department of Transportation, etc. Parking Program Management and Daily Clean-Care Maintenance shall be fully funded in all years, in a base amount of \$440,000, as well as \$180,000 annually for fees associated with credit-card transactions, each adjusted annually by 3%. Park Rangers and Enforcement shall also be fully funded after management and maintenance, in an amount of \$425,000 annually, adjusted by*

3%. The CITY will conduct the activities required under this section in accord with the relevant year's Service Delivery Plan, included and updated annually as Exhibit B. On an annual basis, changes to the Service Delivery Plan may be made by unanimous consent by the Parties after consultation with park stakeholders identified by the Parties. The CITY may agree to enter into agreements with Metro or another Party for the compensated provision of services to satisfy the requirements of this section. If the CITY fails to maintain the Level of Service required by this section, any Party to this Agreement may provide the CITY with notice of default and reasonable opportunity to cure said default. If the CITY fails to cure said default within a reasonable time, or if the default is of a nature that it must be cured immediately, or if the default is a recurring default for which the CITY has been provided notice more than three (3) times in 365 days, then if Metro and one other Party to this Agreement agrees, the Party notifying the CITY of the default may cure the default and charge the reasonable costs of said cure to the CITY. Notwithstanding the above requirements that another party agree and that METRO must provide notice, the Zoo may immediately commence snow removal in the pay to park Lot B parking lot if the CITY fails to commence snow removal by 8 a.m. on any morning the Zoo reasonably determines snow removal is necessary for safe use of the parking lot, and charge the reasonable costs of doing so to the CITY. Such charges will be paid only from parking revenues due the City under Priority 1 derived from Washington Park. Funding for both security and maintenance is in addition to, and not a replacement of, general fund contributions, as indicated in Paragraph 9.

7. Transportation Parking and Access Management Association. The Parties have formed a 501(c)(3) nonprofit corporation known as Washington Park Transportation Management Association ("TMA"), doing business as Explore Washington Park (EWP). The purpose of EWP is to adopt and implement a Transportation Management Plan ("TMP") for Washington Park and manage all services and programs associated with transportation management for the park. EWP shall be an independent organization and shall maintain its own liability insurance. EWP will serve all of the Venues within Washington Park and

*strive to implement programs and activities that broadly serve all Venues and visitors.*

*7.1 EWP Functions. The EWP's functions shall include but not be limited to:*

*7.1.1 Development and Implementation of TMP. Develop, adopt and implement a Washington Park Transportation Management Plan.*

*7.1.2 Management of TMP System. Manage the Washington Park Transportation and Parking Plan system and make recommendations for service levels, parking programs and transit programs.*

*7.1.3 Coordination by Parties for Committees. Each Party will designate at least one representative to serve on operational, marketing, security, and other appropriate committees established by EWP to advise on parking and transportation management policy and operation matters. Parties will ensure that the key staff they have assigned to these committees are properly attending and representing them at these committees. Each respective committee will advise the EWP Board, PP&R, and Metro on decisions related to transportation and parking in Washington Park.*

*7.1.4 Providing Intrapark Shuttle Service. Provide shuttle service throughout Washington Park, servicing the International Rose Test Garden, the Portland Japanese Garden, Hoyt Arboretum, Veterans Memorial Parking Lot, Oregon Zoo, PCM and WFC with connections to public transit stops to maximize use of light rail to Washington Park. Intrapark Shuttle Service shall be fully funded in all years, at a base budget of \$470,000 annually, adjusted annually by 3%. The schedule, type and number of buses, fee and other level of service issues shall be addressed in the EWP Service Plan as outlined in Paragraph 3. Adjustments to the level of service may be made annually pursuant to Paragraph 3 and with due consideration to the cost benefit analysis set forth below, with the intent of no one Party being disadvantaged by the level of service. If a service level adjustment requires additional funding not provided in this Agreement, the Parties may convene to approve an amendment or may request that the EWP Board consider using EWP Reserves. An additional \$75,000 annually may be allocated if needed*

for additional intrapark and downtown link service, depending on TriMet Line-63 route decisions which may impact downtown connection service, depending on a majority vote by the EWP Board. EWP will collect data and conduct an annual cost benefit/analysis of the Intrapark Shuttle Service and provide a report to the board at the annual meeting described in Paragraph 3. The report will apportion operating costs to trips taken, identified by time of day, destination, and other information requested by the board to determine cost effectiveness of the service and find ways to increase its cost-effectiveness.

7.1.5 Provide Overflow Bus Service. Provide bus service to overflow parking lot locations at the Sylvan Business Lot or the First Church lot as needed. The use of the overflow lot, schedule, number of buses, and other level of service issues shall be addressed in the EWP Service Plan as outlined in Paragraph 3. Adjustments to the level of service may be made as needed, with the intent of no one Party being disadvantaged by the level of service. If a service level adjustment requires additional funding not provided in this Agreement, the Parties may convene to approve an amendment or may request that the EWP Board consider using EWP Reserves. Funding for overflow bus service shall be through reimbursement to the EWP for actual costs expended, prepared on a monthly or quarterly basis. Overflow bus service shall be funded at a base budget of \$238,000 annually. Minimum payment will be \$180,000. PP&R and EWP shall, as part of annual service planning, report to the EWP Board on actual expenditures. Funds not expended shall remain in the Trust Fund, rolled over into the next fiscal year under this budget line item, which funds shall serve as contingency if rights to the Overflow Parking are lost or diminished and replacement parking must be obtained. These funds may be allocated for future overflow parking acquisition, for costs related to changes in current lot use, parking capital projects, or other projects or programs deemed appropriate by unanimous consent of the Parties, pursuant to annual service planning and project allocations. EWP will collect data and conduct an annual cost benefit/analysis of the Overflow Bus Service and provide a report to the board at the annual meeting described in Paragraph 3. The report will apportion operating costs to trips taken, identified by time of day, destination, and other

information requested by the board to determine cost effectiveness of the service and find ways to increase its cost-effectiveness.

7.1.6 Park Visitor Information and Park Promotion. EWP will serve as the primary source of Washington Park visitor information related to park access options, availability and promotions; general park activities and amenities; and park use rules. EWP will provide transportation option marketing inside and outside the park and maintain a presence on all web-based platforms.

7.1.7 Partnerships with Third Parties. It is expected that, except as otherwise required by land use processes, EWP will manage relationships with external partners, as they relate to Washington Park access and transportation priorities, including but not limited to, the Oregon Department of Transportation, TriMet, Portland Bureau of Transportation, the Metro Regional Transportation Options Program, adjacent neighborhoods, Travel Portland, Travel Oregon, and other potential funding organizations. EWP shall seek additional funding for enhanced programming from foundations, grants, member contributions, and sales. EWP may enter into agreements and business and financial arrangements with overflow off-site parking locations. Metro shall have no ongoing direct parking management expenses for off-site parking nor obligations other than those explicitly stated in this Agreement or as mutually agreed to in writing in accord with Section 6.

7.2 EWP Governance. EWP shall be governed by a board of eleven (11) directors, to include representatives of the CITY Parks Bureau, Metro/Oregon Zoo, WFC, PCM, the Portland Japanese Garden, TriMet, the Hoyt Arboretum, two At-Large members appointed by the Commissioner-in-Charge of Parks, and one neighborhood representative who lives in each of Sylvan-Highlands Neighborhood and Arlington Heights Neighborhood (the "Board"). Neighborhood representation shall be nominated by the respective Neighborhood Boards. For the other EWP board positions, the director of the organization, or designee, shall assume the board position. To remain on the Board, an organization must commit to implement the TMP within its own organization and report annually on said implementation. Each board member shall commit to

*serving as an active two-way conduit of communication between the EWP and the board member's respective organization and stakeholders, and shall obtain the authority to speak for and represent said organization in EWP matters.*

*Governance will be further defined in EWP's by-laws and articles of incorporation attached as Exhibit C. EWP decision-making will be by majority vote of the EWP Board. PP&R will contract with the EWP for services to be performed pursuant to this Agreement.*

*7.3 EWP Budget review. EWP staff shall prepare, and EWP Board shall review and approve its annual proposed scope of work and budget, presented as its proposed Service Plan, not to exceed the maximum amounts set out in Section 5 of this Amendment. PP&R and Metro, as local governments with stewardship responsibilities within Washington Park, shall have discretionary decision-making authority upon recommendation from EWP over certain matters, as set forth elsewhere herein. Specifically, the PP&R Director, or designee, and the Metro Chief Operating Officer, or designee, shall review and approve the EWP Board-recommended budget and parking rate structure. EWP's agreement with PP&R shall provide for adequate CITY and METRO input into EWP's annual budget to assure its consistency with the terms of this Agreement, while maintaining EWP's independence from the CITY and METRO. PP&R shall submit EWP's proposed scope of work and budget to the CITY.*

*7.4 EWP Operations. EWP shall retain a professional full-time Executive Director and full or part-time staff, as necessary. The Executive Director shall report to the Board. Operating revenues for EWP shall be funded through dedicated Parking Revenues, in a base amount of \$747,000.00, adjusted annually by 3%, intended to support full-time employees related to parking and shuttle operations, office management, visitor services, policy development, emergency management, marketing and contracting, and functions set forth in the bylaws and articles of incorporation. EWP may contract with any of the Parties for other services, if doing so is more economical than performing the function internally. EWP shall seek donations and grants to provide further funding to affect its purpose, which grants and donations, if received, shall not replace or diminish its*



*dedicated paid Parking Revenue share, unless otherwise agreed to by the Parties to this Agreement.*

8. *Transportation and Parking Management Plan. The purpose of the TMP shall be to design a robust and collaborative formal plan to improve access to and transportation within the park. The TMP will require extensive participation and partnership from each Party, including sharing of data and future projections and business models and plans. The TMP scope shall be developed by EWP in consultation with the Parties and the public and will be approved by the Parties. The TMP should address, among other things:*

*i. data collection about current visitors, visitation patterns, means of access and transportation for each of the cultural institutions and the major destinations within the Park, and the Park as a whole*

*ii. visitation and event projections and goals for the Park and each of the cultural institutions*

*iii. projections regarding visitors at new visitor destinations specified in the Master Plan*

*iv. access, mode shift, and transportation goals for each of the Park's major visitor destinations (including cultural institutions) and for the Park as a whole*

*v. feasibility analysis of the goals set forth in the above section (iv) if no additional parking is added to the Park, and mode-split strategies for mitigation*

*vi. public safety and emergency preparedness*

*vii. feasibility analysis of off-site or at-distance parking (including re-located parking at north-end per the Master Plan), including cost and funding for shuttle service*

*viii. capital project prioritization based on new or previously identified capital items, such as Lots B and C redesign, other parking designs, off-site parking considerations (including the urgency in finding permanent and*

dedicated off-site parking locations), TriMet incentive and marketing programs, programming considerations, ODOT improvements, shuttle stop construction and design, and TriMet plaza improvements.

ix. opportunities for additional funding programs for access and transportation

x. consider parking and road concepts developed in the Master Plan

xi. traffic and engineering studies, as needed

xii. recommendations for operations, staffing and signage to achieve maximum efficiency for existing parking resources

EWP shall seek and provide public input opportunities for development of the plan. The final plan shall be accepted by a unanimous vote of EWP Board and the Parties to this Agreement. Once accepted by the Parties, it shall be presented for approval by METRO Council, as well as acceptance by CITY Council as an addendum to the Washington Park Master Plan (2018). The Parties agree to comply with the TMP. Each project identified in the TMP may be further refined with future engineering studies. Additional funding not currently provided by this Agreement may be sought and utilized by EWP to implement the TMP as set forth in Section 7.1.6. EWP shall be provided with one-time funding of \$425,000, divided between a three-year period (\$155,000 year one; \$200,000 year two, \$70,000 year 3) to complete the plan plus \$120,000 for Lot B reconfiguration.

9. Washington Park Road, Bike and Pedestrian Lane Repair and Maintenance. The Parties agree that a fixed amount of \$300,000 annually, adjusted annually by 3%, shall be allocated to implement a phased long-term maintenance and repair plan for Washington Park access systems (road, pathways, sidewalks) set forth in detail in the Service Delivery Plan approved by the EWP Board and the Parties annually. CITY will provide opportunities through the Transportation Advisory Committee to comment on specific projects and repairs and make recommendations on repair priorities. Similar to security and daily maintenance in Funding Allocations 1 and 2, major maintenance funds augment and do not replace current CITY budget allocations (the "Baseline Road

Bike and Pedestrian Maintenance Budget”) for park road, bike and pedestrian lane maintenance and repair. The CITY will provide, on an annual basis, as part of its Service Delivery Plan, the amount of general fund contribution to the park, to ensure it is proportional to the parking fund investments. These investments from general funds include ongoing maintenance and security costs, as well as one-time capital project costs. PP&R will maintain the roads, bike and pedestrian lanes to Park service standards.

10. One-Time Zoo Code-Required Capital Improvements. As a condition of approval for the Zoo’s Conditional Use Master Plan (CUMP) Amendment, capital improvements to the West Parking Lot (Lot A) and Main Parking Lots (Lots B and C) are required to achieve and maintain compliance with the CITY’s development code, including but not limited to landscaping and stormwater management. The CITY agrees to fund the capital improvements set forth in Section 5 out of Parking Revenues. To date, CITY has completed portions of the Stormwater connector near the Education Center and the full improvements to Lot A. CITY will fully fund the remaining improvements at an estimated cost of \$175,000, adjusted 3% annually, for Lots B and C and any remaining work within Lot A pursuant to BDS. CITY opted to defer the improvements to Lots B and C for 5-years starting in 2018, resulting in a required completion date of 2023. If costs for said work exceeds estimate, CITY will first allocate available funds from the Trust Fund to pay the difference. If Trust Funds are insufficient, shortfall will be covered by funds dedicated to Priority 4 and administered per Section 9. CITY will also fully fund up to \$2,675,000, adjusted 3% annually, for the South Entry Stormwater Work by the mandated completion date of 2022. CITY will present to the EWP Board multiple options for compliance of the South Entry Stormwater Work, to include additional gateway features, sidewalk improvements, roadway reconfiguration, and other identified needs in that area that may be completed alongside the Stormwater Work. The EWP Board will recommend to the Parties a desired option within the specified maximum budget amount. The Parties may accept or modify the recommendation, insofar as the maximum budget amount shall not be exceeded. CITY may seek funding from other sources to help offset project costs to the parking fund for the stormwater project.

11. Future capital improvements related to triggered parking lot non-conformance. Many parking areas within Washington Park do not conform to current city standards. PP&R, Metro, and other Parties to this Agreement may trigger parking lot or transportation improvement requirements on City parking areas when a respective party performs improvements to their respective property or leasehold. In addition, requirements by ODOT for highway signage may also be triggered by land-use approvals or improvements by a Party. The use of funds from this Agreement for future capital code-required improvements or other requirements as required by the Bureau of Development Services or ODOT for City parking lots or City roadways or similar that are triggered by a Parties' land-use approval shall require the approval of all Parties and an amendment to this Agreement.

At this time, such future improvements are not yet known.

12. TMP Ongoing Improvements, Capital Improvements, and Loan

12.1 Parking Meter Acquisition and Installation Loan. PP&R acquired and installed parking pay stations and performed other startup costs. The total remaining loan repayment is \$540,000 and shall be paid by parking revenues.

12.2 Future Capital Improvements and Ongoing TMP Implementation. Upon completion of the Washington Park Transportation Management Plan, additional capital improvements will be identified for funding; however, the types, amounts and locations of such improvements are not known as of the date of execution of this Agreement and therefore, future capital funding amounts must be approved by the Parties to this Agreement. Improvement considerations will generally be similar to Paragraph 8 as it relates to the TMP scope of work, including redesign of Lots B and C, shuttle stop construction, off-site parking, parking and road reconfigurations, parking improvements, and other similar transportation related infrastructure. The Parties agree that another amendment is likely to take place on or around 2023 or 2024 to prioritize funding for capital improvements pursuant to the completed TMP, and the parties should convene at least every five years thereafter to complete updates to said project list. One interim capital

*project through 2024 is approved for meter life-span replacement of \$80,000. Unused capital funds are returned to the Trust Fund.”*

6. Section 19.1 is amended with the following new language:

*“19.1 Modification of Agreement. A Party desiring to modify this Agreement shall prepare a brief scope of the proposed modification to the Agreement and submit it to EWP Executive Director. EWP Executive Director shall provide the Parties with a list of facilitators and timely notify the Parties of the proposed modification and proposed meeting agenda. Parties will select facilitator by a majority vote. Facilitator will convene all parties to act upon the modification with a formal vote, requiring unanimous approval by all (100%) of the Parties. Voting members are the designated representatives identified above. In the absence of EWP Executive Director, PP&R will provide the Parties with a list of facilitators for selection by a majority vote of the Parties. EWP shall be entitled to reimbursement from the trust fund for reasonable costs incurred in providing a facilitator.”*

7. Section 19.2 is amended with the following new language, and Sections 19.3 and 19.4 are added:

*“19.2 Termination. This Agreement may be terminated by any Party, subject to the requirements set forth in this section. The rights of indemnification and insurance set forth herein shall survive and not be limited by any termination of this Agreement. Notices of termination must be issued in one of the two forms set forth below:*

*19.3 Termination for Cause. Except as otherwise provided herein, if any Party determines that a material breach of the terms of this Agreement has occurred, the aggrieved Party shall promptly provide written notice of such breach, reasonably documenting said breach and requesting that the breach be cured. The breaching Party shall thereafter cure said breach within 10 days of receipt of said notice. If the breaching Party fails to so cure, or under circumstances where the breach cannot reasonably be cured within a 10-day period, fails to begin curing such violation within the 10-day period, or after 10-days has expired fails to continue diligently to cure the breach until finally cured, the aggrieved Party may, at its sole discretion,*

*begin the process of non-binding mediation set forth below and attempt to negotiate in good faith the continuation of the relationship on the same, similar or different terms. If the Parties are unable to agree upon the continuation of the relationship within 120 days of the date of the notice of termination, the terminating Party shall notify the other Parties of this failure and the Agreement shall immediately terminate. The exercise of this termination right shall not extinguish or prejudice the terminating Party's right to seek damages and enforcement of the terms of this Agreement in a court of competent jurisdiction with respect to any breach that has not been cured.*

*19.4 Termination Due to Departure. If a Party relocates outside Washington Park or ceases to operate or exist, the obligations, covenants and benefits of this Agreement shall terminate as to said Party."*

8. Except as expressly amended herein, the 2012 Washington Park Transportation and Parking Management Agreement as previously amended by the First Amendment remains unmodified and in full force and effect. In the event of a conflict between the terms of the original 2012 Washington Park Transportation and Parking Management Agreement, the First Amendment and this Second Amendment, the terms of this Second Amendment shall be controlling for the remainder of the agreement term, currently until January 31, 2038.
  
9. This Second Amendment may be executed in counterparts, each of which shall be deemed an original and when taken together shall constitute one original document. The Parties agree that they may conduct this transaction, including any amendments or extensions, by electronic means including the use of electronic signatures and facsimiles.

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Each Party, by its duly authorized representatives, executed this Second Amendment in duplicate by authority of its board of directors or executive board committee, its commissioners, or its council.



**METRO/ZOO**

By: Marissa Madrigal

Title: Chief Operating Officer

May 26, 2020

Date: \_\_\_\_\_


DocuSigned by:

*Marissa Madrigal*

04788687AF3448  
Chief Operating Officer



**HOYT ARBORETUM FRIENDS  
FOUNDATION, INC.**

By: 

Title: Executive Director

Date: 3/31/2020

**WORLD FORESTRY CENTER**

By: *James A. Amis*

Title: *Executive Director*

Date: *05/19/2020*

PORTLAND CHILDREN'S MUSEUM

By: Ruth G Shelby

Title: ED

Date: 3 31 20

JAPANESE GARDEN SOCIETY OF  
OREGON

By: *[Signature]*  
Title: CEO  
Date: 4-17-2020

**Exhibit A**  
**Enviroissues 2018-1029 Review Process Summary Report**  
**(June 2019)**



WAPark\_FinalRepor  
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**Exhibit B - Service Delivery Plan**

**2019 Service Delivery Plan**