

**FOURTH AMENDMENT TO THE LICENSE AGREEMENT
BETWEEN PORTLAND PARKS & RECREATION
AND WASHINGTON PARK TRANSPORTATION
MANAGEMENT ASSOCIATION**

This Fourth Amendment to the 2013 License Agreement “Fourth Amendment” between Portland Parks & Recreation and the Washington Park Transportation and Parking Management Association is made and entered into as of the 30th day of March 2021, by and among the CITY OF PORTLAND, through its Bureau of Parks & Recreation, a municipal corporation of the State of Oregon (hereinafter referred to as “PPR”) and WASHINGTON PARK TRANSPORTATION MANAGEMENT ASSOCIATION, an Oregon nonprofit corporation (hereinafter “TMA”) collectively hereinafter “the Parties.”

RECITALS

1. The Parties entered into a License Agreement dated effective August 1, 2013 (hereinafter the “Agreement”) in order to define and describe the Parties’ respective responsibilities and obligations on transportation and parking matters at Washington Park. The Agreement, incorporated by reference, was executed on August 1, 2013, with an initial term of five (5) years. The term of the Agreement was automatically renewed on August 1, 2018 and the current term of the Agreement expires on August 1, 2023. This term will automatically renew for a term of five (5) years and expire on August 1, 2028, subject to the termination provisions contained in the Agreement.
2. The primary purpose of this Fourth Amendment is to increase the funding allocation to TMA to account for the following factors: The Consumer Price Index (CPI); increasing levels of service desired by PPR; and, additional planning and program services desired by PPR.
3. This Fourth Amendment will also memorialize the process by which the TMA shall be compensated for intrapark and overflow shuttle services provided to Portland Parks & Recreation at Washington Park. Pursuant to the TMA level of service plan, referenced in the Agreement, TMA intends to provide year-round intrapark shuttle services, as well as increasing levels of service for overflow parking lot bus service. Ordinance 185779 authorizes PP&R to compensate TMA for these services.
4. Finally, this Fourth Amendment also recognizes and accounts for the global pandemic caused by COVID-19 and the resulting reduced revenue to the Washington Park trust fund. This reduction in revenue started in March 2020 and is anticipated to continue for an undetermined time.

Now, therefore in consideration of the mutual covenants and benefits stated herein, and in further consideration of the obligations, terms and considerations hereafter set forth and recited, the Parties agree as follows:

AGREEMENT

1. **Original License Agreement.** Effective on July 1, 2020, the annual Funding allocation as defined in Section 6 of License Agreement shall increase to \$747,000 starting July 1, 2020 (with a 3% increase annually), pursuant to this Agreement and Ordinance #185779. PPR shall annually increase such funding consistent with the CPI, as authorized in the 2012 Washington Park Transportation and Parking Management Agreement executed on February 1, 2013, (“2012 Management Agreement”), codified in Ordinance 185779, PPR will continue to fund the TMA thru the trust fund for quarterly intrapark shuttle service costs up to the maximum provided in the amended 2012 Management Agreement, which will now be \$470,000 annually, paid in quarterly installments. The TMA will base the quarterly intrapark service invoices using the TMA level of service plan, which is to be updated annually and presented and approved pursuant to the amended 2012 Management Agreement. PPR will also continue to fund the TMA thru the trust fund for as-needed overflow parking lot bus service, except payment for overflow service shall be based on a reimbursement of actual expenses for overflow bus and associated traffic management services. Such expenses will be determined by TMA for the operation of said overflow service subject to the terms and conditions of this Agreement and the 2012 Management Agreement. The reimbursement is not to exceed \$238,000 annually. The TMA shall supply PPR with a quarterly invoice with the costs of overflow bus service. The invoice shall include tracking of actual expenses separated by line item for the following: contracted bus service, staffing (including an allocation for staff benefits and manager), contracted staffing, supplies, and overhead expenses (overhead to include taxes, insurance, lease payments, and other overhead costs and expenses). Invoices will be sent within thirty (30) days of the end of each applicable quarter for reimbursement. The invoice may be sent to the following address: washingtonparkparking@portlandoregon.gov.

As funds are available from the trust fund, the following one-time payments shall be made for the purposes of the TMA undertaking an update to the Washington Park Transportation Management Plan. The plan will be an addendum to the Washington Park Master Plan in the manner described in the amended 2012 Management Agreement, and is to be completed by 2022 and presented for acceptance by City Council and adopted pursuant to the 2012 Management Agreement:

One-Time Washington Park Transportation Management Plan Funding Schedule

FY 20/21 one-time payment: \$100,000

FY 21/22 one-time payment: \$180,000

FY 22/23 one-time payment: \$120,000

The payments described above are in addition to the other payments payable to TMA in accordance with the Agreement and the 2012 Management Agreement.

Original License Agreement. Service levels provided by TMA for intrapark shuttle services and overflow bus service were reduced due to the global COVID-19 pandemic starting July 1, 2020. It is anticipated that the quarterly invoices for actual overflow parking lot bus service will not be billed in the fiscal year July 2020 to June 2021. Level of service changes for the intrapark shuttle will be approved pursuant to the funding described in the 2012 Management Agreement; subject to approval by the parties to said 2012 Management Agreement. The TMA will collect data and

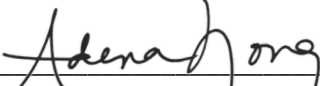
conduct an annual cost benefit analysis on the Overflow Bus Service and Intrapark Shuttle service and provide an annual transportation report to the PPR and TMA Board. Report will include ridership numbers, operating cost and number of trips taken.

2. **Original License Agreement.** The following items are added to the Scope of Services in Paragraph 8:
 - a. EWP will provide transportation option marketing inside and outside the park and maintain a presence on all web-based platforms, as appropriate. The Washington Park Program Coordinator and a PP&R marketing representative will sit on the EWP Marketing Committee.
 - b. Strive to incorporate City and PP&R equity, diversity, and inclusion strategies when developing the annual TMA level of service plan.
 - c. Manage all aspects of the update to the Washington Park Transportation Management Plan (also known as the Washington Park Strategic Operations Plan) pursuant to the 2012 Management Agreement.
 - d. Pursuant to the 2012 Management Agreement, funding is allocated to TMA for parkwide emergency planning with all cultural institution partners, PPR, and other appropriate agencies. If TMA chooses to lead this project, it may contract with any of the Parties for other services, if doing so is more economical than performing the function internally.
3. **Original License Agreement.** While Oregon is under a declaration of emergency associated with the health pandemic COVID-19, TMA activities must comply all applicable requirements and guidance issued by federal, state and local authorities pertaining to COVID-19 (including, but not limited to CDC, OSHA, Governor Brown, Oregon Health Authority, and/or Multnomah County Health Department). Guidance/requirements include, but are not limited to:
 - a. Reduction in crowd/gathering sizes appropriate to the type of location and activity, complying and implementing health/sanitation protocols, maintaining social distancing, and wearing of face coverings.
 - b. TMA must have a satisfactory safety plan and protocols addressing COVID-19 for itself, its activities and its use of the PP&R Property. PP&R reserves the right to request TMA provide a copy of TMA's safety plan and protocols.
 - c. TMA understands that it is solely responsible for implementing its safety plan and protocols and addressing any COVID-19 related claims pertaining to its activities.”

4. Except as expressly amended herein, and in the First, Second and Third Amendments, the Original License Agreement is unmodified and remains in full force and effect. In the event of a conflict between the terms of the Original License Agreement, the First, Second or Third Amendment and this Fourth Amendment, the terms of this Fourth Amendment shall be controlling. Nothing contained in this Fourth Amendment amends or modifies the terms of the 2012 Management Agreement which remains in full force and effect. The 2012 Management Agreement may only be amended pursuant to the terms contained in the 2012 Management Agreement.
5. This Fourth Amendment may be executed in counterparts, each of which shall be deemed an original and when taken together shall constitute one original document.


IN WITNESS WHEREOF, the City of Portland, through its Bureau of Parks & Recreation and Washington Park Transportation Management Association have caused their duly authorized representatives to execute this Fourth Amendment to the 2013 Agreement in duplicate.

CITY OF PORTLAND

By: 
Adena Long, Director, Bureau of Portland Parks & Recreation

DATE: 4/1/21

WASHINGTON PARK TRANSPORTATION MANAGEMENT ASSOCIATION


By: Heather McCarey, Director, Washington Park Transportation Management Association

DATE: April 1, 2021

Approved as to form Approved as to Form
City Attorney's Office

By: _____ 04/01/2021 L. Law
City Attorney

DATE: _____