

EXPLORE WASHINGTON PARK

MAY 2023

BOARD PACKET

AGENDA

Board Meeting

May 11, 2023 | 2 -4 p.m.

ZOOM: <https://us02web.zoom.us/j/87699866610>

Welcome and Partner Updates		Anna Goldrich	2:00
Consent Agenda <i>February, March Financials</i> <i>March minutes</i>	Vote	Anna Goldrich	2:30
EWP Draft FY24 Service Delivery Plan	Vote	McCarey	2:35
EWP Draft FY24 Budget	Vote	McCarey	2:50
PPR Draft FY24 Service Delivery Plan	Vote	Info	3:00
PPR Major Maintenance and Trust Fund Report	Vote	Dunn	3:15
EWP / PPR Contract	Info	McCarey	3:30
Executive Session		Anna Goldrich	3:45

NEXT MEETING

In-person- Portland Japanese Garden
July 20th 2-4 p.m.

ATTACHMENTS

- 1 Financials: February / March
- 2 Minutes: March
- 3 EWP Draft FY 24 Service Delivery Plan
- 4 EWP Draft FY24 Budget
- 5 PPR Draft FY 24 Service Delivery Plan
- 6 PPR Major Maintenance List for Prioritization
- 7 PP&R / EWP Draft Contract

FEBRUARY AND MARCH FINANCIALS

Explore Washington Park February 2023 Financial Report
Statement of Financial Position
2/28/2023

Prepared by Susan Matlack Jones & Associates
From EWP Records / For EWP Use Only
Unaudited

	2/28/2023	6/30/2022	Change
Assets:			
Bank of the Cascades Checking	237,890	223,306	14,584
Bank of the Cascades Savings	-	-	-
Repo Account	567,971	535,288	32,683
Accounts & Grants Receivable	-	373,505	(373,505)
Prepaid Expenses	3,235	3,235	-
Prepaid Insurance	-	-	-
Furniture, Equipment, & Office Improvements	153,544	153,544	-
Accumulated Depreciation	(69,920)	(64,117)	(5,803)
Total Assets	892,720	1,224,761	(332,041)
Liabilities:			
Accounts Payable	3,105	131,672	(128,567)
Accrued Payroll	16,408	32,195	(15,787)
Deferred Revenue	-	-	-
Total Liabilities	19,513	163,867	(144,354)
Net Assets:			
Without Donor Restrictions	873,207	1,060,894	(187,687)
With Donor Restrictions:			
Total Net Assets With Donor Restrictions	-	-	-
Total Net Assets	873,207	1,060,894	(187,687)
Total Liabilities and Net Assets	892,720	1,224,761	(332,041)

Explore Washington Park
Actual Compared to Budget
08 Months Ending February 28, 2023

Prepared by Susan Matlack Jones & Associates
From EWP Records / For EWP Use Only
Unaudited

	Current Month Actual	Year-to-Date Actual	Annual Budget	Remaining Annual Budget	Percent of Budget Realized (Expected: 67%)	Notes
Revenue:						
1 Parking Permits	-	19,712	50,000	30,288	39%	Program ended
2 Grants	-	8,572	180,000	171,428	5%	Grants extended to 2023
3 Meter Revenue	-	373,500	747,000	373,500	50%	
4 Shuttle Reimbursement	-	324,800	620,000	295,200	52%	
5 Other Reimbursements	-	60,000	120,000	60,000	50%	
6 Interest Income	50	490	-	(490)		
7 Other Revenue	-	156	-	(156)		
Total Revenue	50	787,229	1,717,000	929,771	46%	
Expenses:						
Personnel						
8 Salaries and Wages	29,139	296,062	535,927	239,865	55%	
9 Payroll Taxes	3,311	33,638	58,953	25,315	57%	
10 Employee Benefits	4,273	33,230	50,579	17,349	66%	
11 Workers' Comp Insurance	-	-	2,832	2,832	0%	Credit on account
Total Personnel	36,724	362,931	648,291	285,360	56%	
Contract Services						
12 Misc. Contract Services	4,956	91,698	270,000	178,302	34%	Metro / WPSOP
13 Contract ED Support	400	41,530	45,000	3,470	92%	Interim ED Intercept
14 Temporary Staff	-	6,392	12,000	5,608	53%	survey
15 Contract IT Support	-	135	1,500	1,365	9%	
16 Payroll Services	1,266	3,400	3,000	(400)	113%	Coding error
17 Accounting Fees	-	-	3,500	3,500	0%	
18 Bookkeeping	-	6,730	13,000	6,270	52%	1099's
19 Contract Marketing Support	110	12,877	75,000	62,124	17%	
20 Contract Services Ad Buys	1,305	28,775	65,000	36,225	44%	
21 Radios	74	515	1,500	986	34%	
Shuttle						
22 Traffic Management Intrapark Shuttle	-	252,634	500,000	247,366	51%	
23 Traffic Management Off Site Shuttle	-	73,039	140,000	66,961	52%	
Subtotal Shuttle	-	325,673	640,000	314,327	51%	
Total Contract Services	8,110	517,724	1,129,500	611,776	46%	
Occupancy						
24 Occupancy Rent	1,800	14,400	21,600	7,200	67%	
25 Occupancy Other	125	534	600	66	89%	
Total Occupancy	1,925	14,934	22,200	7,266	67%	
Materials and Supplies						
26 Telecommunications Internet	264	1,187	2,000	813	59%	
27 Telecommunications Phone	398	3,706	5,000	1,294	74%	

Explore Washington Park
Actual Compared to Budget
08 Months Ending February 28, 2023

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Unaudited

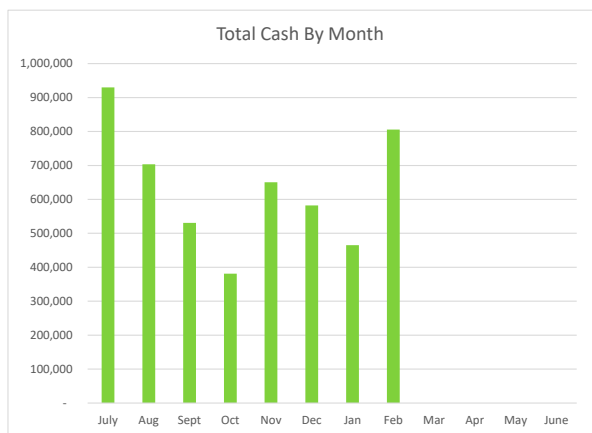
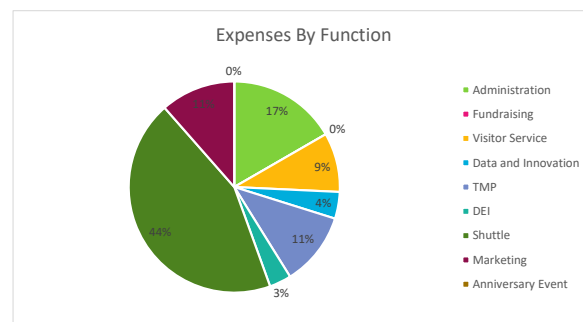
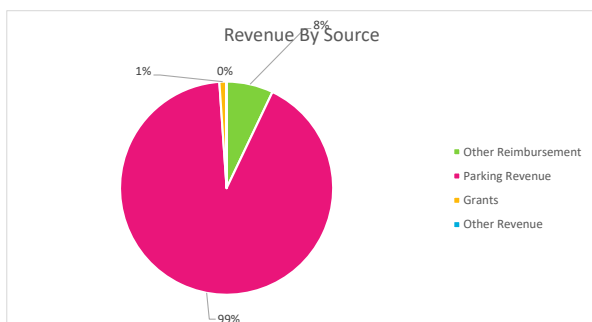
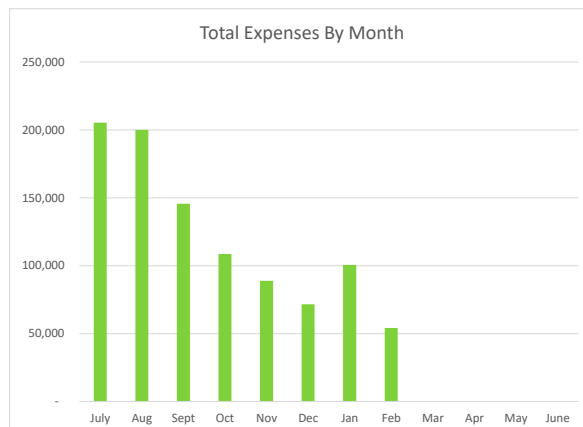
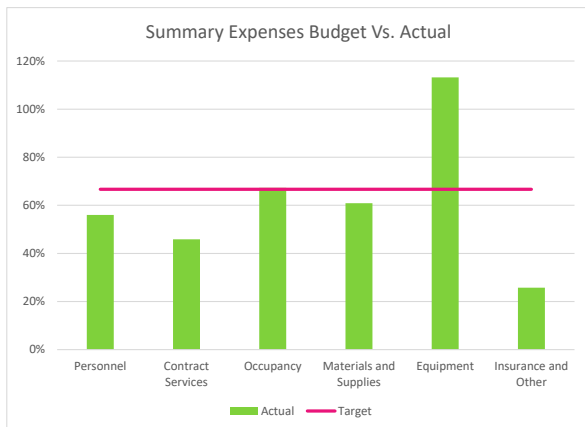
	Current Month Actual	Year-to-Date Actual	Annual Budget	Remaining Annual Budget	Percent of Budget Realized (Expected: 67%)	Notes
28 Copier Lease	100	1,044	1,200	157	87%	
29 Printing & Copying	-	15,197	26,000	10,803	58%	
30 Office Supplies	605	2,017	3,000	983	67%	
31 Misc. Materials & Supplies	496	1,710	7,000	5,290	24%	
32 Postage	-	294	1,000	706	29%	
						Intercept Survey
33 Software	550	6,452	6,500	48	99%	Software
34 Uniforms	-	598	1,200	602	50%	
Total Materials and Supplies	2,412	32,206	52,900	20,694	61%	
Equipment						
35 Computer System	1,087	1,087	1,500	413	72%	
36 Furniture	-	-	500	500	0%	
37 Traffic Management & Supplies	557	25,510	21,500	(4,010)	119%	ZooLights
38 Capitalized Office Computer	-	0	-	(0)		
Total Equipment	1,643	26,596	23,500	(3,096)	113%	
Insurance and Other						
						Auto
39 Insurance	781	5,734	5,500	(234)	104%	Insurance
40 Bank Fees	-	232	500	268	46%	
41 Staff Development	832	2,667	20,000	17,333	13%	
42 Board Development	755	2,618	17,000	14,382	15%	
43 Travel	5	581	5,000	4,419	12%	
						Vehicle purchased
44 Lease Transit Vehicle	-	-	15,000	15,000	0%	
45 Vehicle Fuel & Maintenance	127	1,104	1,000	(104)	110%	
46 Public Notice	-	643	700	57	92%	
47 Other Professional Fees & Licenses	-	550	2,000	1,450	28%	
48 Miscellaneous Expenses	71	596	3,000	2,404	20%	
Total Insurance and Other	2,570	14,723	69,700	54,977	21%	
49 Depreciation Expense	725	5,803	10,000	4,197	58%	
Total Expenses	54,110	974,916	1,956,091	981,175	50%	
Change in Budgeted Accounts	(54,059)	(187,687)	(239,091)	(51,404)		
Remove Capitalized Assets	-	(0)				
Change in Net Assets per GAAP	(54,059)	(187,687)	(239,091)	(51,404)		

Explore Washington Park
Actual Compared to Budget - Summary
08 Months Ending February 28, 2023

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Unaudited

	Current Month Actual	Year-to-Date Actual	Annual Budget	Remaining Annual Budget	Percent of Budget Realized (Expected: 67%)
Revenue:					
Parking Permits	-	19,712	50,000	30,288	39%
Metro RTO	-	8,572	180,000	171,428	5%
Meter Revenue	-	373,500	747,000	373,500	50%
Shuttle Reimbursement	-	324,800	620,000	295,200	52%
Other Revenue	50	646	-	(646)	
Total Revenue	50	787,229	1,717,000	929,771	46%
Expenses:					
Personnel	36,724	362,931	648,291	285,360	56%
Contract Services	8,110	517,724	1,129,500	611,776	46%
Occupancy	1,925	14,934	22,200	7,266	67%
Materials & Supplies	2,412	32,206	52,900	20,694	61%
Equipment	1,643	26,596	23,500	(3,096)	113%
Insurance and Other	3,296	20,526	79,700	59,174	26%
Total Expenses	54,110	974,916	1,956,091	981,175	50%
Change in Net Assets	(54,059)	(187,687)	(239,091)	(51,404)	

Explore Washington Park
08 Months Ended 02/28/2023



Explore Washington Park March 2023 Financial Report
Statement of Financial Position
3/31/2023

Prepared by Susan Matlack Jones & Associates
From EWP Records / For EWP Use Only
Unaudited

	3/31/2023	6/30/2022	Change
Assets:			
Bank of the Cascades Checking	188,428	223,306	(34,878)
Bank of the Cascades Savings	-	-	-
Repo Account	514,707	535,288	(20,581)
Accounts & Grants Receivable	374,880	373,505	1,375
Prepaid Expenses	3,235	3,235	-
Prepaid Insurance	3,539	-	3,539
Furniture, Equipment, & Office Improvements	153,544	153,544	-
Accumulated Depreciation	(70,646)	(64,117)	(6,528)
Total Assets	1,167,687	1,224,761	(57,074)
Liabilities:			
Accounts Payable	1,143	131,672	(130,530)
Accrued Payroll	17,189	32,195	(15,006)
Deferred Revenue	-	-	-
Total Liabilities	18,332	163,867	(145,535)
Net Assets:			
Without Donor Restrictions	1,149,355	1,060,894	88,461
With Donor Restrictions:			
Total Net Assets With Donor Restrictions	-	-	-
Total Net Assets	1,149,355	1,060,894	88,461
Total Liabilities and Net Assets	1,167,687	1,224,761	(57,074)

Explore Washington Park
Actual Compared to Budget
09 Months Ending March 31, 2023

Prepared by Susan Matlack Jones & Associates
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Unaudited

	Current Month Actual	Year-to-Date Actual	Annual Budget	Remaining Annual Budget	Percent of Budget Realized (Expected: 75%)	Notes
Revenue:						
1 Parking Permits	-	19,712	50,000	30,288	39%	Program ended
2 Grants	7,630	16,201	180,000	163,799	9%	Grants extended to 2023
3 Meter Revenue	186,750	560,250	747,000	186,750	75%	
4 Shuttle Reimbursement	158,130	482,930	620,000	137,070	78%	
5 Other Reimbursements	30,000	90,000	120,000	30,000	75%	
6 Interest Income	90	580	-	(580)		
7 Other Revenue	-	156	-	(156)		
Total Revenue	382,600	1,169,829	1,717,000	547,171	68%	
Expenses:						
Personnel						
8 Salaries and Wages	30,042	326,105	535,927	209,822	61%	
9 Payroll Taxes	3,382	37,020	58,953	21,933	63%	
10 Employee Benefits	4,778	38,009	50,579	12,570	75%	
11 Workers' Comp Insurance	-	-	2,832	2,832	0%	Credit on account
Total Personnel	38,203	401,134	648,291	247,157	62%	
Contract Services						
12 Misc. Contract Services	21,893	113,592	270,000	156,408	42%	Metro / WPSOP
13 Contract ED Support	1,150	42,680	45,000	2,320	95%	Interim ED Intercept
14 Temporary Staff	-	6,392	12,000	5,608	53%	survey
15 Contract IT Support	34	169	1,500	1,331	11%	
16 Payroll Services	(778)	2,623	3,000	377	87%	
17 Accounting Fees	-	-	3,500	3,500	0%	
18 Bookkeeping	1,773	8,503	13,000	4,497	65%	1099's
19 Contract Marketing Support	965	13,842	75,000	61,159	18%	
20 Contract Services Ad Buys	1,305	30,080	65,000	34,920	46%	
21 Radios	-	515	1,500	986	34%	
Shuttle						
22 Traffic Management Intrapark Shuttle	31,988	284,622	500,000	215,378	57%	
23 Traffic Management Off Site Shuttle	1,104	74,143	140,000	65,857	53%	
Subtotal Shuttle	33,092	358,765	640,000	281,235	56%	
Total Contract Services	59,434	577,158	1,129,500	552,342	51%	
Occupancy						
24 Occupancy Rent	1,800	16,200	21,600	5,400	75%	
25 Occupancy Other	323	856	600	(256)	143%	
Total Occupancy	2,123	17,056	22,200	5,144	77%	
Materials and Supplies						
26 Telecommunications Internet	132	1,319	2,000	681	66%	
27 Telecommunications Phone	401	4,107	5,000	893	82%	
28 Copier Lease	100	1,144	1,200	56	95%	

Explore Washington Park
Actual Compared to Budget
09 Months Ending March 31, 2023

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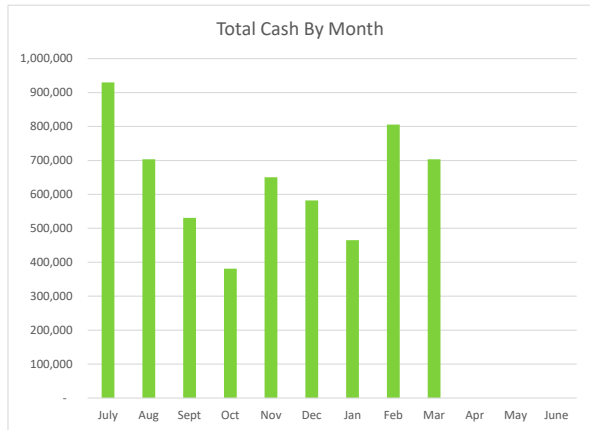
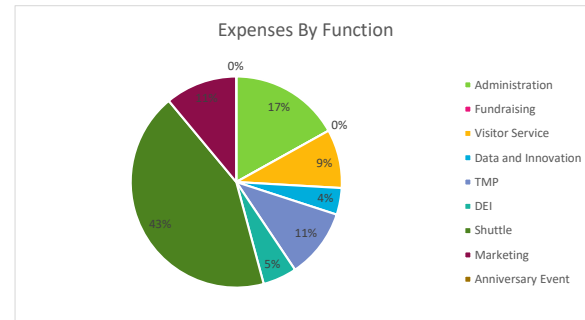
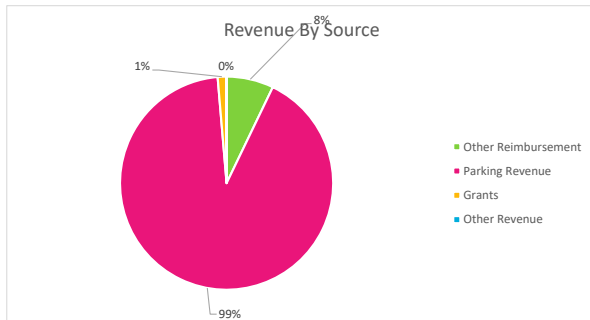
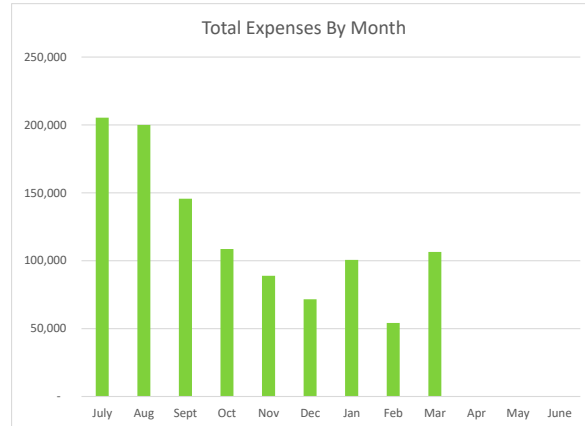
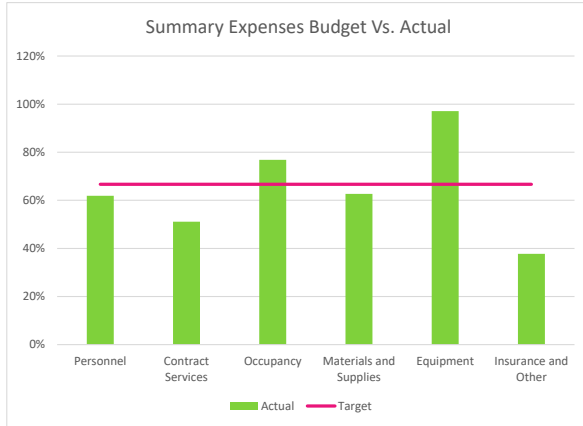
	Current Month Actual	Year-to-Date Actual	Annual Budget	Remaining Annual Budget	Percent of Budget Realized (Expected: 75%)	Notes
29 Printing & Copying	17	15,214	26,000	10,786	59%	
30 Office Supplies	15	2,032	3,000	968	68%	
31 Misc. Materials & Supplies	-	1,710	7,000	5,290	24%	
32 Postage	87	381	1,000	619	38%	
						Intercept survey
33 Software	190	6,642	6,500	(142)	102%	software
34 Uniforms	-	598	1,200	602	50%	
Total Materials and Supplies	942	33,148	52,900	19,752	63%	
Equipment						
35 Computer System	-	1,087	1,500	413	72%	
36 Furniture	-	-	500	500	0%	
37 Traffic Management & Supplies	(3,781)	21,729	21,500	(229)	101%	ZooLights
38 Capitalized Office Computer	(0)	0	-	(0)		
Total Equipment	(3,781)	22,815	23,500	685	97%	
Insurance and Other						
						Auto
39 Insurance	781	6,515	5,500	(1,015)	118%	Insurance
40 Bank Fees	15	246	500	254	49%	
41 Staff Development	6,000	8,667	20,000	11,333	43%	
42 Board Development	2,010	4,627	17,000	12,373	27%	
43 Travel	-	581	5,000	4,419	12%	
						Vehicle
44 Lease Transit Vehicle	-	-	15,000	15,000	0%	purchased
45 Vehicle Fuel & Maintenance	-	1,104	1,000	(104)	110%	
46 Public Notice	-	643	700	57	92%	
47 Other Professional Fees & Licenses	-	550	2,000	1,450	28%	
48 Miscellaneous Expenses	-	596	3,000	2,404	20%	
Total Insurance and Other	8,805	23,528	69,700	46,172	34%	
49 Depreciation Expense	725	6,528	10,000	3,472	65%	
Total Expenses	106,451	1,081,367	1,956,091	874,724	55%	
Change in Budgeted Accounts	276,149	88,461	(239,091)	(327,552)		
Remove Capitalized Assets	0	(0)				
Change in Net Assets per GAAP	276,149	88,461	(239,091)	(327,552)		

Explore Washington Park March 2023 Financial Report
Actual Compared to Budget - Summary
09 Months Ending March 31, 2023

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	Current Month Actual	Year-to-Date Actual	Annual Budget	Remaining Annual Budget	Percent of Budget Realized (Expected: 75%)
Revenue:					
Parking Permits	-	19,712	50,000	30,288	39%
Metro RTO	7,630	16,201	180,000	163,799	9%
Meter Revenue	186,750	560,250	747,000	186,750	75%
Shuttle Reimbursement	158,130	482,930	620,000	137,070	78%
Other Revenue	90	736	-	(736)	
Total Revenue	382,600	1,169,829	1,717,000	547,171	68%
Expenses:					
Personnel	38,203	401,134	648,291	247,157	62%
Contract Services	59,434	577,158	1,129,500	552,342	51%
Occupancy	2,123	17,056	22,200	5,144	77%
Materials & Supplies	942	33,148	52,900	19,752	63%
Equipment	(3,781)	22,815	23,500	685	97%
Insurance and Other	9,530	30,056	79,700	49,644	38%
Total Expenses	106,451	1,081,367	1,956,091	874,724	55%
Change in Net Assets	276,149	88,461	(239,091)	(327,552)	

Explore Washington Park
09 Months Ended 03/31/2023



MARCH MINUTES



Board Workshop
March 16, 2023, 8:30pm – 12:30pm
Oregon Zoo Education Center

Minutes

Attending

Steve Cole – at-large
Joseph Furia – World Forestry Center (“WFC”)
Kathy Goeddel – Arlington Heights Neighborhood Association (“AHNA”)
Anna Goldrich – Hoyt Arboretum Friends (“HAF”)
Cynthia Haruyama – Portland Japanese Garden (PjG)
Dave Malcolm – Sylvan Highlands Neighborhood Association (“SHNA”)
Heather McCarey – Explore Washington Park (“EWP”)
Billie Moser – Travel Portland (“TP”)
Heidi Rahn – Oregon Zoo (“OZ”)
Victor Sanders – Portland Parks & Recreation (“PPR”)

Absent

JC Vannatta – TriMet (“TM”)

Guests

Keith Baich – EWP
Lisa Christy – PjG
Danny Dunn – PPR
Passi Utpal – OZ
Hallie Wilkerson – EWP

Ten Year Partner Highlights

- Kathy (AHNA): The Portland Water Bureau is in progress of replacing the current reservoir with a new underground reservoir and have served as a model by working with the neighborhood to come up with a design and function that could be enjoyed for years to come. The new reservoir will offer public access while supplying water to the city and the project is expected to be completed in 2025.
- Cynthia (PjG): The Cultural Crossing in Portland Japanese Garden officially opened six years ago and was meant to serve the already growing visitor audience. When the Garden opened in 1963, it planned for a capacity of 30,000 visitors annually. Today, it experiences over 300,000 visitors each year. The Cultural Crossing was built to stand the test of time so guests could enjoy for many years to come.

- Dave (SHNA): All is well in Sylvan Highlands and the EWP board packet and financials were shared at the most recent neighborhood board meeting. There are many highlights to be thankful for including the lovely Park that people care for and the lack of houseless present near the neighborhood.
- Billie (TP): The Tourism Improvement District, which is a fee on hotel rooms and overnight stays, has been a very large success for the organization in the last ten years. It has generated very stabilized funding and the organization would not be where it is today without this implementation. An increase in international flights has also reflected Portland's growth and the attention that the City of Portland has brought.
- Heidi (OZ): There has been a significant transformation of the Oregon Zoo in the last decade. 150 million dollars was invested to fund Zoo expansion projects including the Education Center, Polar Bear habitat, Elephant Land and more. Many of these changes were influenced by guest feedback while continuing to focus on the animals. It is worth acknowledging the difficulty of the pandemic years and despite losing 30% of staff, the Oregon Zoo has managed to adapt and come out in a stronger position than before.
- Steve (at-large): Our neighborhood community association has experienced a very successful grant program that raises money for the 501c3. This money is put towards home tours, local newsletter, and nearby charter schools. The program has raised about \$350,000 in the last ten years and continues to be a significant accomplishment.
- Victor (PPR): There city of Portland is amidst a change in government, and it has been a delight witnessing the transition from an internal perspective. Directors and commissioners are working together to tackle large-scale problems across the Bureaus. The Local Option Levy has been a positive for Portland Parks & Recreation and the Rose Garden project has come to an end while the South Entry project begins.
- Anna (HAF): Growing financial stability over the last ten years has been crucial for the organization. The addition of the Washington Park Free Shuttle has brought more visitors to the Arboretum, contributing to their overall growth and allowing for programs on a regular basis. The organization has begun looking into investment options for a new visitor center, and the pandemic years have built confidence to move forward.
- Joe (WFC): The WFC has been guided by the vision that forest sustainability depends on a conversation with many, as forest health impacts us all. This vision has been maintained throughout the pandemic and the transformation reflects the current makeup of the board, which is now represented by 30% non-forestry folks. The intention for the organization is to be a center where individuals outside the forestry world can feel empowered to discuss forestry topics.

Ten Years of EWP

Heather thanks the board for their contributions and reminds everyone how much stronger the Park has become thanks to all this groundwork. There have been many changes and updates to the Park when comparing to her first week at EWP. In 2021, we celebrated 150 years at Washington Park and the Board unanimously approved the One Park vision. Recently in 2022, the Board approved the Brand Toolkit and 90% Wayfinding Plan furthering this vision.

An overview of the Service Delivery Plan Report is presented, which breaks into five focus areas of access and circulation, visitor services, marketing and communications, internal organization, and identity. Access and circulation data show that post-COVID, visitors drive to the Park in a greater percent than pre-COVID numbers. This emphasizes the need for a conversation behind parking options throughout the Park. EWP's shuttle service for intrapark, as well as off-site, are incredibly economical in terms of cost per ride when comparing to other local transit options. The ridership for Line 63 is currently low, but EWP will continue to promote the service and advocate to TriMet the importance of this service.

A few highlights for visitor services includes EWP's on and off-site customer service programs, as well as the distribution of parkwide maps in both English and Spanish. We continue to promote marketing efforts throughout social media and the website, which now offers a public parkwide calendar. In 2022, there were partnerships with Bill Walton, Vive NW, and KGW to promote transit options and Line 63. To further the efforts of the Washington Park Brand, EWP also hired a GIS intern to create an online tool where all signage in the Park is mapped and linked to the appropriate page of the Brand Toolkit.

An overview on the Annual Transportation Report is presented; this report has been completed annually since 2014 using consistent methodology created with Portland State University. EWP has plans to conduct an off-peak survey in February the following year and many of the venues are in favor of this to help highlight local visitors.

Heather reviews the Washington Park Strategic Operations Plan to check each task's current status and what is still in progress. A few successes include a park identity system, parkwide marketing plan, wayfinding plan, and continued progress in EWP's internal organization. Victor points out that certain action items listed in this plan such as an Enhanced Maintenance and Amenity Plan and Funding Model Study, falls under PPR's jurisdiction. He thinks conversations are needed to confirm intentionality behind EWP's time focused on these projects.

Looking ahead, EWP will focus on access and circulation endeavors such as wayfinding, permitting, and electronic signs for the south parking lots. The organization will also move forward with a few equity programs funded by the Metro RTO grant program. This includes an upcoming program that provides free TriMet passes for guests to access the park, as well as a pilot program for a free shuttle service dedicated to venue-supported community groups. Other goals include continuation of the Park Brand, as well as a fundraising plan for the future.

Transportation Access Plan

In reference to the Transportation Access Plan, there are two main outcomes. The first includes an return on investment study for more parking opportunities focusing on the areas of the lower field near the Children's Playground, as well as the off-site lot. It is also worth a conversation with PPR to consider the feasibility for more parking in the south end of the Park.

Heather introduces the capital project priority exercise which contains projects taken from the Master Plan that are transportation related. This will give EWP and PPR a sense of what projects the Board feels should be prioritized and moved to the next phase of information gathering. There is in-depth discussion regarding the controversy behind the Master Plan and how it was not favored by a portion of the public and nearby stakeholders. It is also brought to everyone's attention that the completion of these projects may depend on one another, and it may be difficult to prioritize one project without the consideration of another.

EWP Board Roles and Experience

The next phase of the presentation includes reviewing the roles and responsibilities of the EWP Board, Five-Parties, and Park committees. It is emphasized that although board members are representing EWP and the One Park vision at board meeting, it can be helpful for individuals to share the concerns of their own organizations throughout the process. This topic is opened for discussion and suggestions to determine what board members would like to achieve out of designated meeting time moving forward.

Dave acknowledges that the five-party agreement felt as an exclusion of the neighborhood associations and isolates the information, such as expenditures of the Trust Fund. There is appreciation of EWP's transparency with all reports and internal projects but would like to expand the discussions and examine other Park structures to benefit from their strategy.

Billie agrees with these points and appreciates regular partner updates as a stakeholder who is not present in the Park. Potential discussions include analyzing comparable parks to be inspired by best practices. The written reports, websites, and resources that are available for the board are fantastic.

There are suggestions behind hosting the board meetings at different institutions so on-site visits do not take up extra time out of everyone's schedule. Events such as One Park where all staff are welcome to attend serves as a strong opportunity.

The frequency of board meetings will remain at every other month and will remain a hybrid of in-person and on-line meetings.

Suggestions behind bringing other groups into the Park are discussed to inspire the board, as well allow these groups to experience the Park and build an opportunity to provide context.

Inviting the City Council to our Park is a favored idea, potentially during the annual presentation.

Consent Agenda, Minutes, Financial Reports, and 990 Form

Motion: Steve moved to approve the agenda, October minutes, financial reports, and the 990-tax form, Joe seconded, and the motion passed unanimously.

NOTE: Technical difficulties arose during the vote to approve the Wayfinding Plan in the October, 2022, where Director Long was not present during the vote.

EWP DRAFT FY24 SERVICE DELIVERY PLAN

FY24

SERVICE DELIVERY PLAN

Explore 
WASHINGTON PARK



Explore Washington Park (EWP) is dedicated to connecting people with the culture, diversity, and wonder of nature in Washington Park in Portland, Oregon.

Our mission is to provide an accessible, inclusive, and cohesive experience for all who visit Portland's destination park. We are guided by the following principles:

- We are caretakers of the natural world.
- We eliminate barriers that exclude.
- We are stewards of exploration.
- We embody the nature of Portland.
- We are One Park—a community of destinations.

EWP works in coordination with the cultural institutions of Washington Park including the Oregon Zoo, World Forestry Center, Hoyt Arboretum Friends, and the Portland Japanese Garden, as well as Portland Parks & Recreation, TriMet, Travel Portland and our adjacent neighborhood associations to improve park access and the visitor experience.

The organization is guided by the Washington Park Strategic Operations Plan and the Washington Park Transportation and Parking Agreement. These two documents are the foundation of EWP's Service Delivery Plan.

The Service Delivery Plan is meant to serve as a guide. It is approved annually by the EWP Board of Directors. External factors, like COVID-19, road closures, maintenance, and partnership or funding opportunities may have an impact on the services EWP provides.



FOCUS AREAS & GOALS

WPSOP FOCUS AREA	5 PARTY TASK	EWP PROGRAM AREA	GOAL
ACCESS AND CIRCULATION	Develop & implement a Transport. Access Plan Intrapark Shuttle Overflow Shuttle.	Free Shuttle Overflow Parking Equitable Access	Make it easy to enter and explore the Park.
VISITOR SERVICES	Park Visitor Info	Visitor Services	Provide tools and services for Parkwide visitor experiences.
MARKETING AND COMMUNICATION	Park Promotion	Marketing and Communications	Increase Park awareness, visits and stewardship of One Park.
INTERNAL ORGANIZATION	Governance, budget, operations Park committees Develop & implement the WPSOP Coordinate 3rd Parties.	Data Management Park Plans Coordination Administration	Adapt internal systems to serve future growth and funding.
IDENTITY	Park Promotion	Park Plans	Build a system to create a clear mental model of the Park.

FOCUS AREA

ACCESS & CIRCULATION



ACCESS AND CIRCULATION

Make it easy to enter and explore the Park.

FREE SHUTTLE		METRIC / PROGRESS	GOAL	2022	CHANGE
SCHEDULE	Daily, 15 - 30 minutes April - Sept. 9:30 a.m. - 7 p.m. Oct. - March 10:00 am - 4 p.m.	# of service hours	Over 5,000	5,393	No change in hours
IMPACT	Collect ridership data.	Ridership	78,000	75,143	5% increase
BUDGET	Monitor year of year costs.	Cost per ride	\$5.90	\$6.10	3% decrease
		Costs include bus operation, staff, equipment, and overhead.			
STOP LOCATIONS	Serve stops deemed safe for operations. <i>Washington Park MAX Station, Vietnam Memorial, Hoyt Arboretum, Arlington Heights Neighborhood stops, Lewis & Clark Monument, gardens, Holocaust Memorial, archery range</i>	Stops served on all days when it is safe to do so			
TECHNOLOGY	Each bus will have the following: <ul style="list-style-type: none"> • Automated Passenger Counters • GPS-enabled audio guide • Real-time shuttle tracker • Link to Google transit 	Technology present and working on buses			
DRIVER TRAININGS	Ensure MTR drivers are trained on the Park, venues, and EWP protocols.	Number of training interactions			
BRANDED SHUTTLES	All buses are branded with EWP / Washington Park branding.	Presence of branded buses			

ACCESS AND CIRCULATION

Make it easy to enter and explore the Park.

OVERFLOW PARKING		METRIC / PROGRESS	GOAL	2022	CHANGE
SCHEDULE	<p>Coordinate with south end venues on overflow parking needs. Anticipated schedule:</p> <p>Jan / Feb ZooLights / federal holidays March Spring Break April / May Weekends June - August Friday - Sunday, evening concerts Sept / Oct Weekends Nov - Dec ZooLights <i>Additional days as needed</i></p>	Days scheduled with buses and staff	As needed Projected 130	115	As needed
EFFICIENCY	Monitor year over year efficiency.	% of days utilized when staff and buses are on-site	55%	49%	12% increase
IMPACT	Collect ridership data.	Ridership	56,000+	56,073	Change dependent on need
BUDGET	Monitor year of year costs.	Cost per ride	Maintain under \$3.50/ride	\$2.72	No change
		Costs include bus operation, staff, equipment, and overhead.			
TRAFFIC MANAGEMENT	Oversee and run all aspects of overflow traffic management: rental equipment, contracts, scheduling, staff, coordination, communication.	Service provided			
VENDOR MANAGEMENT	Schedule First Student buses, brief staff, and communicate cancellations. Manage contract and invoicing.	Manage vendor			

ACCESS AND CIRCULATION

Make it easy to enter and explore the Park.

EQUITABLE ACCESS		METRIC / PROGRESS	GOAL	2022	CHANGE
BUSINESS / TEMPLE LOT OWNERS	Maintain and/or acquire agreements with new and existing business lot owners.	Ability to use lots			
SIGNS AT 26 OFF RAMP	Hire civil engineer to file permit with ODOT to install permanent variable message signs at 26 off-ramps	Project updates			
EQUITY ACCESS PLAN	Bring final draft to EWP Board for approval	Completed plan			
TRIMET PASS PROGRAM	Provide free transit passes to under-served populations	Number of transit passes distributed			
PILOT EQUITY SHUTTLE PROGRAM	Provide free direct shuttle service to under-served populations attending community-specific programming at Park venues.	Number of participants			
VIVE NW PARTNERSHIP	Partner with Vive NW on Father's Day event that promotes transit use to the park for Portland's Spanish speaking community.	Number of participants			
METRO RTO GRANT	Grant work to promote travel options to the Park. *EWP applied for grant and is awaiting Metro's decision.	Successfully awarded grant			

A photograph of a rose garden. In the foreground, a large, vibrant rose with pink and yellow petals is in sharp focus. The background shows a paved path where two people wearing face masks are walking. The garden is filled with various other roses and greenery under a clear blue sky.

FOCUS AREA

VISITOR SERVICES

VISITOR SERVICES

Provide tools and services for parkwide visitor experiences.

ON-SITE VISITOR SERVICE STAFF	METRIC / PROGRESS	GOAL	2022	CHANGE	
SCHEDULE	June-August, Daily 10 am - 4 pm	# of service hours	1,500	1,570 No change	
TRAININGS	Train staff on park venues, EWP operations, DEI trainings.	Hours of trainings	120	120 No change	
IMPACT	Collect data on number of on-site interactions.	# of interactions	40,000	37,554 8% increase	
SCHEDULE	Daily, year-round 9 a.m. - 4 p.m.	# of on-call service hours	2,359	2,359 No Change	
MULTI-LINGUAL	Hire multi-lingual seasonal staff.	Number of multi-lingual staff			
EQUIPMENT	Staff has proper equipment and branded uniforms. Visitor service booths are stocked and maintained.	Staff equipped properly			

VISITOR SERVICES

Provide tools and services for parkwide visitor experiences.

ON-DEMAND VISITOR SERVICES		METRIC / PROGRESS	GOAL	2022	CHANGE
DATA	Collect data on number of on-demand interactions	# of interactions	755	687	5% increase
RESPONSE TIME	Respond to: info emails, phone line, website form, Google questions with in one business day	Response time	Under one business day	Under one business day	No change

ADDITIONAL VISITOR SERVICE TASKS		METRIC / PROGRESS	GOAL	2022	CHANGE
ONE PARK TRAININGS AT VENUES	Parkwide frontline staff to be trained on all parkwide venues.	Number of trainings			
ONE PARK TRAININGS AT CITYWIDE PARTNERS	EWP staff to be present One Park to front line staff at attractions throughout the City.	Number of trainings			
WATER FOUNTAINS	Place two temporary water fountains and high traffic areas	Function water fountains June - August			
WIFI	Provide hot spots in high traffic areas: Hoyt Arboretum, Rose Garden, Portland Japanese Garden and TriMet Plaza	# of users			

A close-up photograph of a caracal cat standing in a natural, rocky environment. The cat has a thick, reddish-brown coat and large, upright ears with black tips. It is looking directly at the camera with a focused expression. The background consists of dark, textured rocks and some sparse green foliage.

FOCUS AREA

**MARKETING
& COMMUNICATION**

MARKETING & COMMUNICATION

Increase awareness, visits, and stewardship of One Park.

PARK INFO ON WEB-BASED PLATFORMS		METRIC / PROGRESS	GOAL	2022	CHANGE
GOOGLE	Answer questions and post information through Google My Business	Views of EWP posts	332,010	316,200	5% increase
GOOGLE MAPS	Manage Washington Park Google Maps listing	Direct searches	7,000,000	6,992,000	No change
WEBSITE	Provide updated information about Park offerings and access	Website Views	145,000	138,000	5% increase
FACEBOOK	Post updated information about Park offerings and access	# of interactions	720	687	5% increase
INSTAGRAM	Post photos and updated information about Park and access and offerings	# of interactions	2,392	2,279	5% increase
TWITTER	Post alerts about Park and road closures	# of interactions	500	485	No change

MARKETING & COMMUNICATION

Increase awareness, visits, and stewardship of One Park.

INTERNAL COMMUNICATIONS AND COLLATERAL		METRIC / PROGRESS	GOAL	2022	CHANGE
NEWSLETTER	Provide monthly newsletter to internal partners	Open rate	39%	39%	No change
GROUPME	Provide parking and visitor service data via GroupMe and manage GroupMe protocols	Information posted to GroupMe			
PARKWIDE CALENDAR	Collect, organize and share parkwide events to partners	Calendar uploaded to website and shared with partners			

Note on items from FY23 Plan: "New website"- EWP updated the site
 "External newsletter" - EWP will address this in tactics in Marketing Plan to determine its value

MARKETING & COMMUNICATION

Increase awareness, visits, and stewardship of One Park.

EXTERNAL COMMUNICATIONS AND COLLATERAL	METRIC / PROGRESS	GOAL	2022	CHANGE	
PARK MAP BROCHURE ENGLISH	Update and distribute for 2022	# of maps distributed	65,000	65,100	No change
PARK MAP BROCHURE SPANISH	Update and distribute for 2022	# of maps distributed	11,500	15,000	5% increase
PARKWIDE CALENDAR	Collect, organize and post park-wide events to our website	Page views	3,900	3,700	5% increase
PARK SIGNAGE	Keep electronic signs updated, update shuttle and visitor service information	Signs are functional and accurate.			

MARKETING & COMMUNICATION

Increase awareness, visits, and stewardship of One Park.

CAMPAIGNS AND AD SPACE		METRIC / PROGRESS
TRANSIT CAMPAIGNS	Promote transit options, like the free shuttle, Line 63 and MAX.	List of efforts to promote transit.
LINE 63 ADS	Brand Line 63 buses to promote Washington Park.	Branded buses
MAX STATION ADS	Promote the park locations on ad space in the tunnel to create a One Park feel.	Continued station domination of Washington Park MAX station.
PARTNER CAMPAIGNS	Coordinate with community partners to promote the park and transit options	List of partners who helped promoted the park and transit options



FOCUS AREA

**INTERNAL
ORGANIZATION**

INTERNAL ORGANIZATION

Adapt internal systems to serve future growth and funding.

DATA MANAGEMENT		METRIC / PROGRESS
INTERCEPT SURVEYS PEAK	Complete August surveys to measure visitor experience, mode split and demographics	Number of completed surveys
INTERCEPT SURVEYS OFF-PEAK	Complete February surveys to measure visitor experience, mode split and demographics	Number of completed surveys
ANNUAL TRANSPORTATION REPORT	Develop report that shows trends in visitor experience, mode split and demographics	Completed report
EQUITY DATA	Collect and analyze data to help benchmark equity programs	Collected data
DATA MANAGEMENT TOOL	Develop a data management tool to help analyze and store data, as well as generate reports.	Completed tool

INTERNAL ORGANIZATION

Adapt internal systems to serve future growth and funding.

PARK PLANS		METRIC / PROGRESS
WPSOP / WAY-FINDING	Work with ODOT to procure permits for permanent digital signs at Hwy 26 exits	Permit
WPSOP / TRANSPORTATION ACCESS PLAN	Develop 5-10 year plan that looks at parking needs, attendance, mode split goals, and prioritizes transportation projects.	Completed parking feasibility and ROI study
WPSOP / MARKETING PLAN	Provide a unified strategy to guide cohesive parkwide marketing and communication with a One Park lens.	Updated plan brought to the board for approval
WPSOP / EQUITY ACCESS PLAN	Identify ways to increase and better serve visitors from underserved communities.	Plan brought to the board for approval
WPSOP / FUNDING DIVERSIFICATION STUDY	Hire consultant to help develop a funding diversification plan	Plan presented to board
EWP SERVICE DELIVERY PLAN	Develop an annual Service Delivery Plan to be approved by board.	Approved plan

INTERNAL ORGANIZATION

Adapt internal systems to serve future growth and funding.

COORDINATION		METRIC / PROGRESS
BOARD OF DIRECTORS	Sets policies and goals for EWP. Oversees finances.	Bi-monthly meetings
5 PARTY	Oversees "5-party Agreement" and Washington Park Trust Fund	Minimum 2 meetings year of 5 party directors
MARKETING COMMITTEE	Collaborate and provide feedback on parkwide collateral. Guide the One Park Marketing Plan.	Regularly held committee meetings
TRANSPORTATION ADVISORY COMMITTEE	Receive updates and provide feedback on transportation related projects. Guide the Transportation Access Plan.	Regularly held committee meetings
DIVERSITY, EQUITY, AND INCLUSION COMMITTEE	Coordinate on external community outreach and data collection efforts. Guide the Equity Access Plan.	Regularly held committee meetings
SAFETY AND SECURITY COMMITTEE	Share information on parkwide safety and security issues.	Regularly held committee meetings
ONE PARK EVENTS	Organize parkwide trainings and events to develop a One-Park culture.	Events held quarterly

INTERNAL ORGANIZATION

Adapt internal systems to serve future growth and funding.

ADMINISTRATION		METRIC / PROGRESS
BOARD DEVELOPMENT	Host events for board networking. Meet with members one-on-one semi-annually.	One-on-one meetings and networking events.
STAFF DEVELOPMENT	Encourage staff development through trainings and conferences	A minimum of one staff development completed per staff
STAFF DEI TRAININGS	Complete Equity training for seasonal staff. Complete 8-part series of trainings for admin staff.	On-going implementation of EWP's internal DEI Staffing Plan
HUMAN RESOURCES	Manage all aspects of HR for EWP staff.	Completed and correct files
OFFICE MANAGEMENT	Ensure all EWP equipment works properly and staff have what they need to complete their goals. Ensure EWP vehicles are maintained.	Equipment and staff needs are met
BOOKKEEPING	Process accounts payable and receivable. Complete appropriate tax forms. Complete a financial review annually.	Financial reports and completed audit

FY24

SERVICE DELIVERY PLAN



EWP DRAFT FY24 BUDGET

FY24 DRAFT BUDGET

HIGHLIGHTS

FY23 CASH FLOW ANALYSIS

- Cash flow analysis for remainder of FY23 shows under budget by \$280,000
 - (of \$1.89M of approved expenses, or 14%)
- Reasons for under budget:
 - Loss of 2 marketing staff: \$115,000
 - Non-completed marketing programs (ad buys, campaigns): \$70,000
 - WPSOP Projects (received parking meter for them in FY23, work to be done in FY24): \$95,000
- Projected starting bank balance in July 2023: \$1,067,482

RESERVE

- Reserve goal: \$727,000
- Three months peak + one month off-peak = \$727,000
 - Peak season expense: \$210,000/month
 - Off-peak season expense: \$97,000/month
- This money to be allocated to reserve

FY24 DRAFT BUDGET

HIGHLIGHTS

UNALLOCATED FUNDS (EXEC COMM - CORRECT TERM?)

- At the start of FY24, we will have \$340,000 in unallocated funds
 - These are not part of the reserve
 - These can be spent in FY24 budget
- Staff propose to allocate these funds for the following:

Expense	Program Area	FY24	FY25
Marketing plan & implementation	Marketing	83,000	
Equity shuttles - 2 years pilot	Equity	20,000	40,000
Permit VMS 26	WPSOP	30,000	
VMS 26 (not full cost)	WPSOP		31,000
Feasibly - Parking ROI	WPSOP	60,000	
Free shuttle	Free shuttle	52,000	
Development fundraising	WPSOP	15,000	
Depreciation	Cost Share	8,700	
Total		268,700	71,000

FY24 DRAFT BUDGET

HIGHLIGHTS

REVENUE

- In 2020, 5 Parties agreed to an amended revenue allocation to EWP and a freeze on the 3% annual increase
- Revenue is back at pre-pandemic allocations plus 3% per the 5 party agreement

EXPENSES

- Free shuttle
 - MTR costs are \$52,000 more than 5 party allocation
 - Due to: Increased hourly costs compared to 2020 allocation
- Personnel:
 - No change to FY25 staffing numbers
 - The goal is to return to 7 office / full-time staff
- Marketing
 - Implementation of marketing plan (ad buys, asset creation, etc)
- WPSOP
 - Parking feasibility ROI
 - Development plan
 - Wayfinding - ODOT permitting
- Other
 - Economic Impact of the park
 - Peak and off-peak surveying

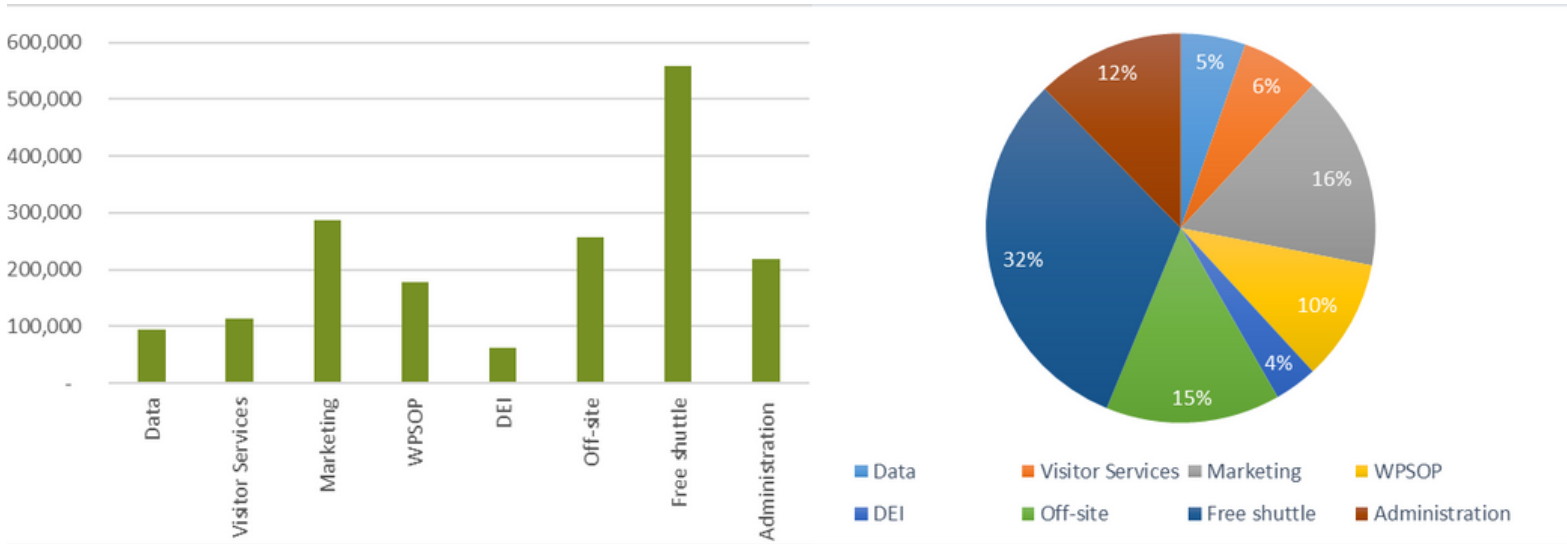
EQUITY / RTO GRANT

- EWP applied for \$250,000 over three years to implement equity programs - awarded in June
- This includes a free transit program
- These revenue and expenses are not included in budget since grant has not been awarded
- These funds were allocated in past years budgets, which is why previous DEI program were larger.

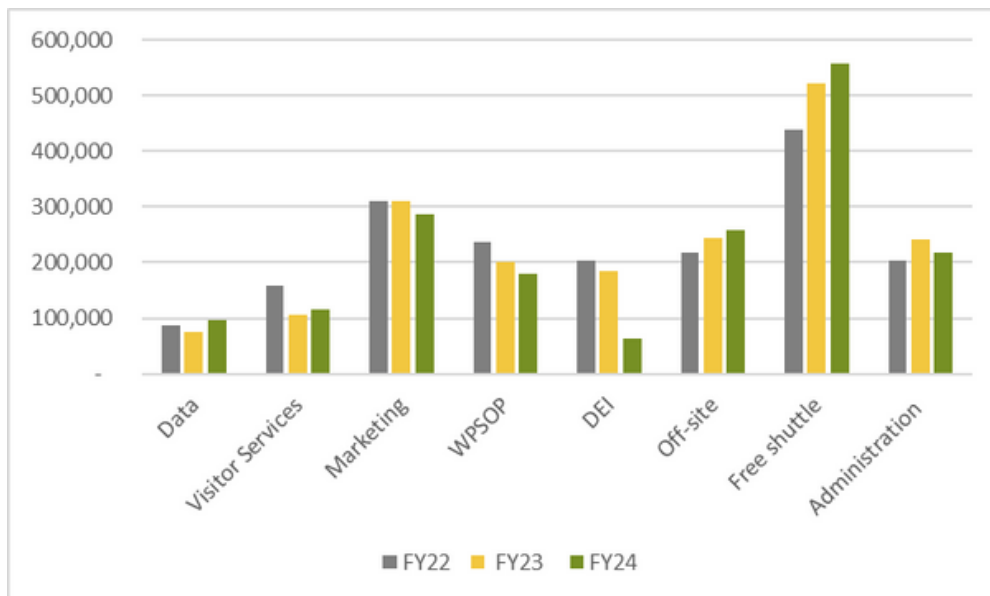
FY24 DRAFT BUDGET

HIGHLIGHTS

EXPENSE ALLOCATION BY PROGRAM AREA



EXPENSE ALLOCATION BY PROGRAM AREA- 3 YEAR COMPARE



FY24 DRAFT BUDGET

HIGHLIGHTS

EXPENSE ALLOCATION BY PROGRAM AREA

EWP FY24 DRAFT Budget

		FY24	Admin	Data and Innovation	Visitor Service	Marketing	WPSOP	RTO / Equity	Shuttle Overflow	Shuttle ZooLights	Shuttle Intrapark	Cost Share	Notes
1	REVENUE												
2	Parking Permits	-											
3	Trust Fund - Operational	769,410	218,185	95,432	114,705	204,545	59,523	43,200	1,912	9,941	21,967		5 Party states a 3% increase YOY. Funding has not increased since 2020. These revenue figures assume a 3% increase from 2020 figures.
6	Trust Fund - Shuttle	729,240							147,970	97,170	484,100		
7	Trust Fund - WPSOP	25,000					25,000						
8	Grants							0					Grant to be awarded in June 2023
9	Total Revenue	1,523,650	218,185	95,432	114,705	204,545	84,523	43,200	149,882	107,111	506,067	0	
10													
11	EXPENSES												
12	Personnel												
13	Salaries and Wages	525,349	129,410	52,339	78,324	103,114	53,068	30,500	31,793	32,358	14,443		Assumes no change in number of personnel
14	Employee Benefits	79,540	20,310	7,331	12,306	16,684	6,618	4,822	4,887	4,646	1,936		
15	Payroll Tax	57,788	14,235	5,757	8,616	11,343	5,837	3,355	3,497	3,559	1,589		
16	Workers Comp	2,832	354	354	354	354	354		354	354	354		
17	Total Personnel	665,510	164,309	65,781	99,600	131,495	65,877	38,677	40,531	40,918	18,322		
18	Contract Services												
19	Shuttle												
20	Intrapark Shuttle Bus	536,394									536,394		Direct contract cost only
21	Off-site Shuttle Bus	132,500							94,000	38,500			Direct contract cost only
22	Radios	1,253			500				253	250	250		
23	Temp Staff	12,000		12,000									Peak and off-peak surveys
24	Payroll Services	3,024	3,024										
25	ED Support	2,400	2,400										
26	IT Support	1,500										1,500	
27	Accounting Fees	7,000	7,000										Budgeted for audit
28	Bookkeeping	12,180	12,180										
29	Contract Marketing Support	55,210				55,210							Marketing Plan creation and implementation support

EWP FY24 DRAFT Budget

		FY24	Admin	Data and Innovation	Visitor Service	Marketing	WPSOP	RTO / Equity	Shuttle Overflow	Shuttle ZooLights	Shuttle Intrapark	Cost Share	Notes	
30	Ad buys	65,505				65,505							Impementaiton of ad buys. Washington Park MAX Station "domination"	
31	Miscellaneous Contract Services	135,000		10,000			105,000	20,000					15K for development fundraising consultant (WPSOP) 30K for civil engineer for 26 vms (WPSOP) 60K for Parking ROI study (WPSOP) 20K for equity shuttle (RTO / Equity) 10K for economic impact of the park - data and innovation	
32	Total Contract Services	963,966	24,604	22,000	500	120,715	105,000	20,000	94,253	38,750	536,644	1,500		
33	Occupancy													
34	Security alarm system	1,110										1,110		
35	Rent	21,600										21,600		
36	Total Occupancy	22,710	0	0	0	0	0	0	0	0	0	22,710		
37	Materials & Supplies													
38	Copier Lease	1,200										1,200		
39	Printing and Copying	23,975			1,000	19,500			500		500	2,475	Printing of Washington Park maps in English and Spanish	
40	Office Supplies	1,800										1,800		
41	Postage	600										600		
42	Uniforms	2,500			1,500					1,000				
43	Software	6,600										6,600		
44	Internet	1,584										1,584		
45	Phone	5,400										5,400		
46	Miscellaneous M&S	13,750	2000		1,000	500	10,250						One Park events, WIFI hotspots	
47	Total Materials & Supplies	57,409	2,000	0	3,500	20,000	10,250	0	500	1,000	500	19,659		

EWP FY24 DRAFT Budget

		FY24	Admin	Data and Innovation	Visitor Service	Marketing	WPSOP	RTO / Equity	Shuttle Overflow	Shuttle ZooLights	Shuttle Intrapark	Cost Share	Notes
48	Equipment												
49	Computer System	2,000										2,000	
50	Furniture	500										500	
51	Traffic Management & Supplies	30,600							9,400	21,200			
52	Total Equipment	33,100	0	0	0	0	0	0	9,400	21,200	0	2,500	
53	Insurance and Other												
54	Insurance	11,120										11,120	
55	Bank Fees	600										600	
56	Staff Development	13,000										13,000	
57	Board Development	7,100	7,100										
58	Travel	3,200										3,200	
59	Vehicle Fuel	1,600										1,600	
61	Public Notice	1,000	1,000										
62	Other Prof. Fees & License	1,600										1,600	
60	Depreciation	8,700										8,700	
64	Total Insurance and Other	47,920	8,100	0	0	0	0	0	0	0	0	39,820	
		8,700										8,700	
65		1,799,315	199,013	87,781	103,600	272,210	181,127	58,677	144,684	101,868	555,466	94,889	
66		Cost Share	23,477	9,369	14,211	18,778	9,382	5,538	5,753	5,808	2,573		
67		Total	222,490	97,149	117,811	290,988	190,509	64,215	150,437	107,676	558,039		
68	Net	(275,665)	-4,305	-1,717	-3,106	-86,443	-105,986	-21,015	-555	-565	-51,972		Use of \$275,665 of unallocated funds from bank account

PP&R - TRUST FUND AND MAJOR MAINTENANCE PRIORITY UPDATE



PORTLAND PARKS & RECREATIONSM

Healthy Parks, Healthy Portland

Washington Park Parking Program Trust Fund Update

Fiscal Year 22/23





Washington Park Parking Program Trust Fund Update

7/1/23 – 3/31/23

	Beginning Balance	Revenue	Expenditures	Ending Balance
Washington Park Parking Revenues	\$3,790,860.07	\$2,325,521.28	\$2,032,721.22	\$4,083,660.13
Washington Park Citation Revenues	\$965,735.43	\$58,841.73		\$1,024,577.16
Totals	\$4,756,595.50	\$2,384,363.01	\$2,032,721.22	\$5,108,237.29

Approximately \$1,700,000 will be removed for the South Entry Plan Prior to July 2023.
This will conclude the Trust Fund contributions to this project.



Washington Park Parking Program Trust Fund Update

Revised Covid Budget 12/9/2020

	FY 20/21	FY 21/22	FY 22/23	FY 23/24
Parking / Citation Revenue Projection	\$ 1,840,000	\$ 2,690,000	\$ 3,100,000	\$ 3,200,000
Expenditures	\$ 2,419,450	\$ 3,442,000	\$ 4,442,000	\$ 2,825,000
Remaining Funds	\$ 2,716,550	\$ 1,964,550	\$ 622,550	\$ 997,550

The Trust fund is very healthy compared to projections from December 2020



Washington Park Parking Program Trust Fund Update

Projections from August 2022

FISCAL YEAR	2022/2023	2023/24
Parking Revenue Projection	\$ 3,400,000	\$ 3,600,000
Citation Revenue Projection	\$ 90,000	\$ 90,000
<i>Carryover from last year(s)</i>	\$ 4,756,596	\$ 3,354,596
Total Trust Balance (Projection)	\$ 8,246,596	\$ 7,044,596
FY Expenditures	\$ 4,892,000	\$ 2,825,000
FY End Trust Balance	\$ 3,354,596	\$ 4,219,596

With revenue currently at \$2,300,000, we will be slightly below our August revenue projection



Washington Park Parking Program PP&R Service Delivery Plan Process

1. Review the SDP and Major Maintenance with 5 Party Members.
Completed March - April
2. Present Major Maintenance Priority list to TAC.
Completed April 27, 2023
3. Present Major Maintenance Priority list to EWP Board.
May 11, 2023
4. EWP Board votes to approve the Major Maintenance List.



Washington Park Parking Program PP&R Major Maintenance Priority List Update

FY 22/23 COMPLETED PROJECTS

- Removed invasives and revegetated hillsides along Kingston Dr
- Stearn's Canyon Retaining wall removal and pathway improvement
- Fischer Ln culvert repair
- Updated pay by plate signage. Cleaned or replaced vandalized signs
- Enhanced snow and ice service
- Added a "Cars only" Sign to Hoyt Arboretum
- Repainted portions of yellow curb near the gardens
- Repainted Shuttle entry of PJG lot
- Striped the 5-minute parking space by PJG lot



Washington Park Parking Program PP&R Major Maintenance Priority List Update

Current Year budget

FY 22/23 Budget	YTD Expenses	FY22/23 Budget available
\$639,000	\$136,788	\$502,212

*Lots A,B,C Sealcoat is being scheduled with South Entry Contractors.



Washington Park Parking Program PP&R Major Maintenance Priority List Update

Current Year budget

FY22/23 Budget available	FY 23/24 Budget	4/1/23 - 6/30/24 Budget
\$502,212	\$300,000	\$802,212



Washington Park Parking Program PP&R Major Maintenance Priority List Update

FY 22/23 PRIORITY LIST CARRYOVER

- Stearn's Canyon pathway improvements
- Repair crosswalk link on SW Kingston Ave at Portland Japanese Garden
- Repair missing sidewalk link and shoulder along SW Knights Blvd at the Vietnams Veterans of Oregon Memorial
- Repave Kingston Ave
- Speedbump repair and installation
- ADA crosswalk on Sacajawea Blvd
- Sealcoat lots A, B, C

FY 23/24 PRIORITY LIST

- Investigate and repair culverts along Kingston Dr and Knights Blvd
- Remove invasive plants and revegetate with natives to avoid damaging slides along roadways and major trails
- Spot pave along Rose Garden Way
- Investigate retaining wall adjacent to SW Cascade Dr. and determine replacement/repair feasibility
- Lot B and C lighting improvements
- Repair/upgrade gates on Kingston Dr and Kingston Ave



PORTLAND PARKS & RECREATIONSM

Healthy Parks, Healthy Portland

Washington Park Parking Program PP&R Major Maintenance Priority List Update

Questions





PORTLAND PARKS & RECREATIONSM

Healthy Parks, Healthy Portland

Washington Park Parking Program PP&R Major Maintenance Priority List Update

Vote



PP&R - DRAFT FY24 SERVICE DELIVERY PLAN

<https://www.dropbox.com/s/8bpz69hpvzoej0w/DRAFT%20PP%26R%20Service%20Delivery%20Plan%2023.4.23.pdf?dl=0>

PP&R PROPOSED CONTRACT TO EWP

NOTE:

PP&R has a contract with EWP that allows EWP to receive funding from the Washington Park Trust fund per the 6 Party Agreement, and to operate in the Park.

This contract expires August 2023.

PP&R provided the following draft contract for EWP to review.
The EWP Executive Committee is leading this review process.

The contract is being provided to the Board to keep all members apprised of conversations regarding the organization's primary funding source, and to ensure transparency between the EWP Director and Board during this process.

CITY OF PORTLAND
CONTRACT FOR GOODS AND SERVICES
for
TRANSPORTATION MANAGEMENT SERVICES

Contract Number: 3000XXXX

As authorized by **Ordinance #**, this Contract is made effective on the date of the last signature (“Effective Date”) by and between the City of Portland (“City”), a municipal corporation of the State of Oregon, and Washington Park Transportation Management Association, dba Explore Washington Park (“Contractor”), an Oregon Not-for-Profit corporation, by and through their duly authorized representatives. This Contract may refer to the City and Contractor individually as a “Party” or jointly as the “Parties.”

The Term of this Contract shall be for Sixty (60) months from the Effective Date. The expiration date shall be the last day of the 60th month. The total not-to-exceed amount under this Contract for the initial Term shall be \$7,300,000.00 This amount is subject to annual review and budget approval by the City.

Party contacts and Contractor’s and City’s Project Manager for this Contract are:

For City of Portland:	For Contractor:
Project Manager: Victor Sanders	Project Manager: Heather McCarey
Title: City Project Manager	Title: Explore Washington Park Executive Director
Address: 1129 SW 5 th Ave.	Address: 4033 SW Canyon Rd
City, State: Portland, OR 97204	City, State: Portland OR 97221
e-mail: victor.sanders@portlandoregon.gov	e-mail: heather@explorewashingtonpark.org
Program Coordinator: Danny Dunn e-mail: danny.dunn@portlandoregon.gov	
Copy to: Jarrad Venegas	Copy to:
Jarrad.venegas@portlandoregon.gov	
1120 SW 5 th Ave. Suite 858	
Portland OR 97204	

Scope and Consideration

- (a) Contractor shall perform the Services and provide the Deliverables set forth in the Statement of Work
- (b) City agrees to pay Contractor a sum not to exceed \$7,300,000.00 for accomplishment of the Project.

(c) Payments shall be made to Contractor according to the terms of this contract and pursuant to an annual budget. Exhibit A shall serve as the annual budget for the initial fiscal year (July 1, 2023 to June 30, 2024) is attached and incorporated hereto as Exhibit A. The Parties will amend the annual budget for subsequent fiscal years in accordance with this Contract, and the amended annual budget will be administratively adopted by the Parties and will be incorporated as supplement to Exhibit A.

Recitals:

WHEREAS, the City determined that it was in the best interest of the public for the transportation and parking services in Washington Park to be managed by a non-profit corporation with representatives from the public, adjacent neighborhoods, and Washington Park Lessees & Partners; and

WHEREAS, the City owns Washington Park, which includes the Japanese Garden, the World Forestry Center, the Hoyt Arboretum, several memorials, other Washington Park Attractions, and land adjacent to the Zoo including the parking lots serving the patrons of all Washington Park venues; and

WHEREAS, the City determined that it was in the best interest of the public to cooperatively create and implement an effective transportation and access management system for the regionally and nationally significant public attractions and venues within Washington Park through active access management, and other programs to increase the variety of transportation alternatives, including bike and pedestrian paths, to Washington Park; and

WHEREAS it is in the public interest to ensure continued and equitable access to Washington Park venues by the residents of the region, the State of Oregon and international visitors while minimizing transportation, parking and safety impacts to the neighborhoods; and

WHEREAS, the City through Portland Parks and Recreation anticipates serving as the lead partner and performing public fiduciary responsibilities to support fulfillment of this Contract; and

WHEREAS, Explore Washington Park has successfully managed the transportation and parking services in Washington Park for the last 10 years and now is faced with City Charter limitations related to extensions for time; and

WHEREAS, the Parties mutually desire to enter a new five year Contract; and

WHEREAS, Explore Washington Park is a tax exempt, non-profit Oregon Corporation originally organized at the request of the City with the primarily purpose of managing transportation and parking services for Washington Park; and

WHEREAS the purpose of this Contract is to define the relationship between the City and Explore Washington Park in regard to their respective purposes, responsibilities, consideration and accountability; and

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1 DEFINITIONS

General Definitions. These definitions apply to the entire Contract, subsequent Amendments, and any Change Orders, unless modified in an Amendment. If any definition contains a substantive provision conferring rights and/or obligations upon a Party, then effect shall be given to the substantive provision.

“Acceptance” means the Deliverable demonstrates to the City’s satisfaction that the Deliverable conforms to and operates according to the Acceptance Criteria, and if required, has successfully completed Acceptance review, and for Deliverables not requiring Acceptance Testing that the Deliverable conforms to the Acceptance Criteria or the City’s Specifications.

“Acceptance Certificate” means a written instrument by which the City notifies Contractor that a Deliverable has been Accepted or Accepted with exceptions, and Acceptance Criteria have been met or waived, in whole or in part.

“Acceptance Criteria” means functionality and performance requirements determined by the City, based upon the Specifications, which must be satisfied prior to City’s Acceptance of a Deliverable. City and Contractor shall agree upon written Acceptance Criteria.

“Acceptance Date” means the date on which the City issues an Acceptance Certificate for the Deliverable(s).

“Affiliates” means, for Contractor, any individual, association, partnership, corporation or other entity controlling, controlled by, or under common control. The term “control” means the power to direct or cause the direction of the management and policies of an individual or entity, whether through the ownership of voting securities, by contract, agreement or otherwise.

“Amendment” means a written document required to be signed by both Parties when in any way altering the Master Terms and Conditions of the Contract, Contract amount, or substantially altering a Statement of Work.

“Business Day” means a twenty-four-hour day, excluding weekends and City holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Calendar Day” means a twenty-four-hour day, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later.

“Change Order” means a document, agreed and signed by both Parties, that changes an existing Statement of Work. Change Orders cannot change Contract amount or Master Terms and Conditions.

“Confidential Information” means any information that is disclosed in written, graphic or machine-recognizable form and is marked or labeled at the time of disclosure as being Confidential or its equivalent, or, if the information is in verbal or visual form, it is identified as Confidential or proprietary at the time of disclosure, or a reasonable time thereafter. Information shall always be considered Confidential Information, whether or not it is marked or identified as such, if it is described by one or more of the following categories: (1) non-public financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.345(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) information which is exempt from disclosure per Oregon Public Records Law; (6) attorney/client privileged communications; (7) information which is exempt per federal laws (including but not limited to copyright, HIPPA); and (8) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems including without limitation, data and information systems, any software code and related materials and processes, Customizations, Configurations, Updates, Upgrades; and any Documentation. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving Party; is already lawfully known to the receiving Party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Contract or any other agreement between the Parties or of any applicable protective or similar order, in the receiving Party’s possession without any obligation restricting disclosure; is independently developed by the receiving Party, as shown by reasonable written documentation, without breach of this Contract; or is explicitly approved for release by written authorization of the disclosing Party.

“Contract” means the Master Terms and Conditions including all exhibits, attachments and schedules and their constituent parts listed in the Order of Precedence or incorporated by reference.

“Contract Price” means the not-to-exceed price agreed upon by the Parties for all Services.

“Deliverable(s)” means the Services, Documentation or documents or tangible work products described in the Statement of Work to be provided to the City by Contractor under this Contract.

“Documentation” means user manuals and other written materials in any form that describe the features or functions of the Deliverables and Services, including but not limited to published specifications, online instructions and help, marketing materials, technical manuals, and operating instructions provided by Contractor to the City, or readily available to the public, or as required to be produced by Contractor subject to the terms of this Contract.

“Defect” means any error, problem, condition, bug, or other partial or complete inability of a Service, Deliverable or component thereof, to operate in accordance with the applicable Specifications.

“Final Acceptance” means the City has determined that all Deliverables have successfully completed Acceptance Testing, which demonstrates to the City’s satisfaction that all Deliverables conform to and operate according to the Acceptance Criteria, applicable Documentation, and Contractor’s representations; and that for Deliverables not requiring Acceptance Testing, that the Deliverables conform to the Acceptance Criteria or the City’s specified requirements.

“Force Majeure Event” means an exceptional and unavoidable occurrence beyond the reasonable control of the affected Party, such as, riots, epidemics, war, government regulations, labor disputes, fire, natural phenomena, or other causes beyond such Party’s reasonable control.

“Intellectual Property Rights (IPR)” means any patent rights, copyrights, trade secrets, trade names, service marks, trademarks, trade dress, moral rights, know-how and any other similar rights or intangible assets to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations, or reissues of the foregoing now or hereafter in force.

“Key Personnel” means the specific individuals identified in Section 3.11 to fill Key Positions.

“Key Position” means a job position critical to the success of the Project as identified in Section 3.11 of this Contract.

“Master Terms and Conditions” means the body of text from the preamble through the signature page of this Contract.

“Material Breach” means any breach of this Contract that causes, caused, or may cause substantial harm to the non-breaching Party or substantially deprives the non-breaching Party of the benefit it reasonably expected under this Contract.

“Personally Identifiable Information (PII)” means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context, as described in the Oregon Consumer Identity Theft Protection Act.

“Project” means the overall delivery of the Services including, without limitation, design, development, integration, implementation, testing, support, and any Deliverables any of which Contractor may be providing in whole or in part.

“Services” means ordinary or professional services performed by Contractor under this Contract.

“Statement of Work” (SOW) means the written detailed specifications of the Services(s) to be delivered to the City by Contractor, including any Change Orders subject to the terms and conditions of this Contract.

“Subcontractor” means any person or entity under the control of Contractor, other than an employee of Contractor, utilized by Contractor to perform all or part of this Contract.

“Term” means the period of time that this Contract is in effect as stated on page one.

SECTION 2 ORDER OF PRECEDENCE

2.1 Order of Precedence. In the event there is a conflict or ambiguity between the terms and conditions of one portion of this Contract with another portion of this Contract, the conflict or ambiguity will be resolved in accordance with the order of precedence below. This order of precedence designates which portion of the Contract takes precedence over the other for purposes of interpretation. Contractor’s hyperlinks contained herein will not supersede or alter the Master Terms and Conditions. For the avoidance of doubt, no other terms and conditions will override the Parties’ obligations in the Confidentiality, Indemnification, or Choice of Law provisions in these Master Terms and Conditions. In this Contract the order of precedence shall be:

1. Amendments
2. Master Terms and Conditions
3. Exhibit A, Annual Budget
4. Change Orders
5. Exhibit B, Statement of Work
6. Exhibit C (Not Used)
7. Exhibit D, Sample Documents: D-1, Sample Status Report form, D-2 Certificate of Acceptance forms, D-3 Change Order form
8. Exhibit E, Capital Reserve Account
9. Contractor’s Hyperlinks

SECTION 3 GENERAL AND ADMINISTRATIVE PROVISIONS

3.1 Term. This Contract shall begin on the Effective Date and end upon the expiration date as set forth on page one of this Contract unless terminated or extended under the applicable Contract provisions.

3.2 Point of Contact. Contractor shall be the sole point of contact for the City with regard to this Contract and the System.

3.2.1 Written Notifications. All notices to, and other written communication between the Parties shall be deemed received five (5) Business Days after being sent by first class mail, or upon receipt when sent by courier services, or by e-mail. All notices and written communications shall be sent to the Parties set forth on page 1 of the Contract, or to such other places as they may designate by like notice from time to time. Each Party shall provide written notice of any changes to the Party’s contacts within thirty (30) Calendar Days.

3.3 Changes to Contract.

- 3.3.1 Amendment of the Contract. Any changes to the provisions of this Contract shall be in the form of an Amendment. No provision of this Contract may be amended unless such Amendment is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. If the requirements for Amendment of this Contract as described in this section are not satisfied in full, then such Amendments automatically will be deemed null, void, invalid, non-binding, and of no legal force or effect. The City reserves the right to make administrative changes to the Contract unilaterally, such as extending option years and increasing compensation. An administrative change means a written Contract change that does not affect the substantive rights of the Parties.
- 3.3.2 Change Orders to a Statement of Work. The City and Contractor can agree to make changes, at any time to a Statement of Work in the form of a Change Order. Contractor agrees to timely alter the delivery of Products or Services accordingly. If such changes materially increase or decrease Contractor's obligations, the Parties shall execute an Amendment to the Contract, and if the amount of such adjustment is not calculable as a function of hours or tasks, the Parties shall negotiate in good faith a modified amount.
- 3.4 Time is of the Essence. The Parties agree that time is of the essence as to the delivery of Deliverables and performance of Services under this Contract. By executing this Contract and accepting the Statement of Work, Contractor agrees that the time limits specified in the Statement of Work are reasonable. By accepting late or otherwise inadequate performance of Contractor's obligations, the City will not waive its rights to require timely performance of Contractor's obligations thereafter.
- 3.4.1 Late Delivery. In the event that any specified delivery date is not met, Contractor shall be liable for any loss, expense, or damage resulting from delay in delivery or failure to deliver Deliverables or provide Services which is due to any cause except as set forth in Force Majeure. In the event of delay due to any such cause, the City may obtain substitute Services from another source and bill all additional costs directly to Contractor who shall remain financially liable for all additional acquisition costs.
- 3.4.2 Best Efforts. Contractor shall use best efforts to minimize any delay in the provision of Deliverables or performance of Services. If Contractor anticipates any delay that may prevent timely performance of Contractor's obligations under this Contract, Contractor shall promptly notify the City, including the anticipated length of the delay, the cause of the delay, measures proposed or taken to prevent or minimize the delay, and the timetable for implementation of such measures.

- 3.5 City Reporting Requirements. The City is required to track certain types of contract data for reporting purposes. Items which the City must report on may include, but are not limited to, Subcontractor utilization, Minority, Women, Emerging Small Business, Service-Disabled Veteran Business Enterprise (D/M/W/ESB/SDVBE) participation and Subcontractor/Supplier Payment. The City will enforce all diversity in workforce and D/M/W/ESB/SDVBE subcontracting commitments made by Contractor in its Proposal/Quote.
- 3.6 Payment. Payment(s) shall be in accordance with the payment schedule set forth in Exhibit A: Annual Budget.
- 3.6.1 Payment shall be issued by the City net thirty (30) Calendar Days from receipt of a complete and acceptable invoice from Contractor, provided that the City first has approved the annual Scope of Work and Budget for services under Exhibits A and B of this Contract. The City will make payment to Contractor following the close of each City accounting period (of which there are 12 during the City fiscal year) and upon receipt of invoice for actual expenses for the prior accounting period. Invoices shall be entered by line item based on actual expenses for each deliverable in Exhibit B. Contractor invoices must contain Contractor's name and address; invoice number; date of invoice; Contract number and date; City-required reporting, if any, and the title and phone number of the person to whom payment is to be sent. The City may stipulate how line items are entered on an invoice to ensure compatibility with the City's accounting and financial systems and to facilitate payment to Contractor.
- 3.6.2 The City makes payments via electronic fund transfers through the Automated Clearing House (ACH) network. To initiate payment of invoices, Contractor shall execute the City's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the ACH Vendor Payment Authorization Agreement will authorize the City to deposit payment directly into specified Contractor accounts with specified financial institutions. All payments shall be made in United States currency.
- 3.7 Payment of Taxes/Contractor Shall Withhold. Contractor shall, at its own expense, timely (a) pay all salaries, wages, and other compensation to its employees; (b) withhold, collect, and pay all applicable federal, state, and local income taxes (domestic or foreign), FICA, Medicare, unemployment insurance and any other taxes or charges in connection with its employees; and (c) provide and pay for workers compensation insurance and any statutory or fringe benefits to employees. Contractor shall be solely responsible for all such obligations for its employees. Contractor shall also ensure that any Subcontractor shall comply with the foregoing obligations for its employees. The City shall have no duty to pay or withhold such obligations.
- 3.8 Records and Audits
- 3.8.1 Records Retention. Contractor shall maintain current financial records in accordance with Generally Accepted Accounting Principles (GAAP). Contractor agrees to maintain and retain

and retain all financial records, supporting documents, statistical records and all other records pertinent to this Contract during the Term of this Contract and for a minimum of six (6) years after the expiration or termination date of this Contract or until the resolution of all audit questions or claims, whichever is longer.

- 3.8.2 City Audits. The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and Products or Services at any time in the course of the Contract and during the records retention period listed above. Audits shall be conducted in accordance with generally accepted auditing standards as promulgated in Government Auditing Standards by the Comptroller General of the United States Government Accountability Office.
- 3.8.3 Access to Records. The City may examine, audit and copy Contractor’s books, documents, papers, and records relating to this Contract at any time during the records retention period listed above upon reasonable notice. Copies of applicable records shall be made available upon request.
- 3.9 Overpayment. If an audit discloses that payments to Contractor were in excess of the amount to which Contractor was entitled, then Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices.
- 3.10 Independent Contractor. Contractor is independent of the City and, accordingly, this Contract is not entered into as a joint venture, partnership, or agency between the Parties. No employment or agency relationship is or is intended to be created between the City and any individual representing Contractor. Employees of Contractor and any authorized Subcontractors shall perform their work under this Contract under Contractor's sole control.
- 3.11 Personnel.
 - 3.11.1 Key Positions and Personnel. For the period of performance until Final Acceptance has been completed, the Parties have identified Key Positions and Key Personnel as set forth in the table below, along with the percentage of their time to be allocated to the City’s Project:

Name	Title/Role	% of Time	Company
Contractor to complete			
Contractor to complete			
Contractor to complete			
Contractor to complete			

3.11.2 Substitution of Key Personnel. Contractor shall make no substitutions of Key Personnel unless the substitution is necessitated by law, illness, death, resignation, or termination of employment. Contractor shall notify the City within ten (10) Calendar Days after the occurrence of any of these events.

Any substitutions or replacements of Key Personnel require the written approval of the City. Contractor shall provide the City with the maximum possible period of notice of substitution or replacement of Key Personnel in order to allow for background screening, fingerprint checks, and other investigation as may be required in Section 3.11.3.

For any proposed substitute or replacement Key Personnel, Contractor shall provide the following information to the City: a detailed explanation of the circumstances necessitating the proposed substitution or replacement, a complete resume for the proposed substitute(s), and any additional information requested by the City. Proposed substitutes or replacements should have qualifications comparable to or better than those of the persons being replaced. No change in Contract prices may occur as a result of substitution or replacement of Key Personnel.

3.11.3 Security Requirements for Personnel. If required by the City, Contractor shall conduct a criminal history/records check of all personnel that will have access to City information, systems, or payments and ensure ongoing security requirements for personnel are maintained.

3.12 Termination. The following conditions apply to termination of this Contract. The City, on thirty (30) Calendar Days' written notice to Contractor, may terminate this Contract for any reason in the City's sole discretion. In the event of such termination, the City shall pay to Contractor the portion of the not-to-exceed price attributable to all Deliverables Accepted or Services performed and Accepted through the effective date of the termination. In the event of termination all of Contractor's Work Product to date shall be delivered to the City, and it will become and remain property of the City.

3.13 Mutual Agreement. The City and Contractor, by mutual written agreement, may terminate this Contract at any time.

3.14 Material Breach. Either Party may terminate this Contract in the event of a Material Breach of this Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice to cure the Material Breach and of the Party's intent to terminate. If the Party has not entirely cured the Material Breach within thirty (30) Calendar Days of the notice, then the Party giving the notice shall have the option to: (a) terminate this Contract by giving a written notice of termination, (b) seek any remedies in this Contract, in law, or at equity, to the extent not otherwise limited by the terms of this Contract, or (c) any combination thereof.

- 3.15 Force Majeure. Either Party may terminate this Contract due to a Force Majeure event as set forth in Section 5.12, Force Majeure.
- 3.16 Bankruptcy. The City may terminate this Contract if Contractor: (a) becomes insolvent, makes a general assignment for the benefit of creditors; (b) suffers or permits the appointment of a receiver for its business or assets; (c) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) Calendar Day period; or (d) has wound up or liquidated, voluntarily or otherwise.
- 3.17 Void Assignment. In the event that Contractor assigns its obligations under this Contract to a third party in a manner other than as set forth in Section 5.7, Assignment, the City shall have the option to terminate this Contract without any notice or cure period or further obligation to Contractor or the assignee, and promptly receive a refund for fees paid for Products delivered and/or Services performed by the third party.
- 3.18 Waiver. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach of this Contract. The failure of either Party to insist upon any of its rights under this Contract upon one or more occasions, or to exercise any of its rights, shall not be deemed a waiver of such rights on any subsequent occasions.
- 3.19 Severability. Any section of this Contract which is held or declared void, invalid, illegal or otherwise not fully enforceable shall not affect any other provision of this Contract and the remainder of this Contract shall continue to be binding and of full force and effect. This Contract shall be binding upon and inure to the benefit of the City and its successors and assigns.
- 3.20 Business Tax Registration. Contractor shall register for a City of Portland business license as required by Chapter 7.02 of the Code of the City of Portland prior to execution of this Contract. Additionally, Contractor shall pay all fees or taxes due under the Business License Law and the Multnomah County Business Income Tax (MCC Chapter 12) during the full Term of this Contract. Failure to be in compliance may result in payments due under this Contract to be withheld to satisfy amount due under the Business License Law and the Multnomah County Business Income Tax Law.
- 3.21 EEO Certification. Contractor shall be certified as an Equal Employment Opportunity Affirmative Action Employer as prescribed by Chapter 5.33.076 of the Code of the City of Portland and maintain its certification throughout the term of this Contract.
- 3.22 Non-Discrimination in Benefits. Throughout the term of this Contract, Contractor shall provide and maintain benefits to its employees with domestic partners equivalent to those provided to employees with spouses as prescribed by Chapter 5.33.077 of the Code of the City of Portland.

- 3.23 Sustainability. Pursuant to the City’s Sustainable City Principles, which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, Contractor is encouraged to incorporate these Principles into its scope of work with the City wherever possible. Therefore, in accordance with the Principles and the City's Sustainable Procurement Policy, it is the policy of the City of Portland to encourage the use of Products or Services that help to minimize the human health and environmental impacts of City operations. Contractor is encouraged to incorporate environmentally preferable Products or Services into its work performance wherever possible. "Environmentally preferable" means Products or Services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the Product or Service.
- 3.24 Packaging. All packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, readily recyclable in local recycling programs, is made from recycled materials, and/or is collected by Contractor for reuse/recycling.
- 3.25 News Releases and Public Announcements. Contractor shall not use the City seal or other representations of the City in its external advertising, marketing, website, or other promotional efforts, nor shall Contractor issue any news release or public announcements pertaining to this Contract or the Project without the express written approval of the City. Such approval may be withheld in the City’s sole discretion. Contractor shall not use the City seal without specific written permission from the City Auditor.
- 3.26 Rule of Construction/Contract Elements/Headings. This Contract has been drafted by the City in the general format by the City as a convenience to the Parties only and shall not, by reason of such action, be construed against the City. Section headings are for ease of reference and convenience only and shall not affect or enter into the interpretation of any portion of this Contract.
- 3.27 Survival. All obligations relating to Confidential Information; indemnification; publicity; representations and warranties; remedies; proprietary rights; limitation of liability; and obligations to make payments of amounts that become due under this Contract prior to termination or expiration shall survive the termination or expiration of this Contract and shall, to the extent applicable, remain binding and in full force and effect for the purposes of the ongoing business relationship by and between Contractor and the City.

SECTION 4 STATUTORY REQUIREMENTS, PUBLIC RECORDS AND CONFIDENTIALITY

- 4.1 Governing Law and Jurisdiction. This Contract shall be construed according to the laws of the State of Oregon without reference to the conflict of laws’ provisions. Any litigation between the

City and Contractor arising under this Contract or out of work performed under this Contract shall occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

- 4.2 Public Records Request. Contractor acknowledges that the City of Portland is subject to the Oregon Public Records Act and Federal law. Third persons may claim that the Confidential Information Contractor submitted to the City hereunder may be, by virtue of its possession by the City, a public record and subject to disclosure pursuant to the Oregon Public Records Act. The City's commitments to maintain certain information confidential under this Contract are all subject to the constraints of Oregon and federal laws. All information submitted by Contractor is public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions for which Contractor requests and meets an exemption from disclosure consistent with federal or Oregon law. Within the limits and discretion allowed by those laws, the City will maintain the confidentiality of information.
- 4.3 Public Records. The City will retain one (1) copy of any public records for the express purposes of complying with State of Oregon and Portland City Code public records and archiving laws.
- 4.4 Confidentiality.
- 4.4.1 Contractor's Confidential Information. During the term of this Contract, Contractor may disclose to the City, certain Contractor Confidential Information pertaining to Contractor's business. Contractor shall be required to mark Confidential Information CONFIDENTIAL with a restrictive legend or similar marking. If CONFIDENTIAL is not clearly marked, or the Contractor's Confidential Information cannot be marked with a restrictive legend or similar marking or is disclosed either orally or by visual presentation, Contractor shall identify the Confidential Information as confidential at the time of disclosure or within a reasonable time thereafter. This Contract itself shall not be considered Confidential Information. Subject to Section 4.2, the City shall: (1) limit disclosure of Contractor Confidential Information to those directors, employees, contractors and agents of the City who need to know the Contractor Confidential Information in connection with the City Project and who have been informed of confidentiality obligations at least as strict as those contained in this Contract, and (2) exercise reasonable care to protect the confidentiality of the Contractor Confidential Information, at least to the same degree of care as the City employs with respect to protecting its own proprietary and confidential information.
- 4.4.2 City's Confidential Information. Contractor shall treat as confidential any City Confidential Information that has been made known or available to Contractor or that Contractor has received, learned, heard or observed; or to which Contractor has had access. Contractor shall use City Confidential Information exclusively for the City's benefit in the performance of this Contract. Except as may be expressly authorized in writing by the City, in no event shall Contractor publish, use, discuss or cause or permit to be disclosed to any other person such City

Confidential Information. Contractor shall (1) limit disclosure of the City Confidential Information to those directors, officers, employees, subcontractors and agents of Contractor who need to know the City Confidential Information in connection with the City Project and who have agreed in writing to confidentiality obligations at least as strict as those contained in this Contract, (2) exercise reasonable care to protect the confidentiality of the City Confidential Information, at least to the same degree of care as Contractor employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City, upon its request, all materials containing City Confidential Information, in whatever form, that are in Contractor's possession or custody or under its control. Contractor is expressly restricted from and shall not use the Intellectual Property Rights of the City without the City's prior written consent.

- 4.4.3 Scope. This Contract shall apply to all City Confidential Information previously received, learned, observed, known by or made available to Contractor. Contractor's confidentiality obligations under this Contract shall survive termination or expiration of this Contract.
- 4.4.4 Equitable Relief. Contractor acknowledges that unauthorized disclosure of City Confidential Information will result in irreparable harm to the City. In the event of a breach or threatened breach of this Contract, the City may obtain injunctive relief prohibiting the breach, in addition to any other appropriate legal or equitable relief. The Parties agree that, notwithstanding any other section of this Contract, in the event of a breach or a threatened breach of Contract terms related to Confidential Information or Intellectual Property Rights, the non-breaching Party shall be entitled to seek equitable relief to protect its interests, including but not limited to injunctive relief. Nothing stated herein shall be construed to limit any other remedies available to the Parties.
- 4.4.5 Discovery of Documents. In the event a court of competent jurisdiction orders the release of Confidential Information submitted by one Party, the other Party will notify the Party whose Confidential Information is being requested to be disclosed of the request. The Party receiving the request shall allow the other Party to participate in the response at its own expense. Each Party will comply with any effective court order.

SECTION 5 CONTRACTOR PERFORMANCE AND WARRANTIES

- 5.1 General Warranties. Contractor makes the following warranties:
 - 5.1.1 Capacity. Contractor warrants it has the legal authority and capacity to enter into and perform this Contract.
 - 5.1.2 Authority to Conduct Business. Contractor warrants it is lawfully organized and constituted and duly authorized to operate and do business in all places where it shall be required to do business

under this Contract, and that it has obtained or will obtain all necessary licenses and permits required in connection with this Contract.

- 5.1.3 Disclosure of Litigation. Contractor warrants that as of the Effective Date there are no suits, actions, other proceedings, or reasonable anticipation thereof, in any judicial or quasi-judicial forum that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract. Contractor further warrants that it will immediately notify the City in writing if, during the Term of this Contract, Contractor becomes aware of, or has reasonable anticipation of, any lawsuits, actions, or proceedings in any judicial or quasi-judicial forum that involves Contractor or any Subcontractor and that will or may adversely affect Contractor's ability to fulfill its obligations under this Contract.
- 5.1.4 Conflict of Interest. Contractor warrants it has no present interest and shall not acquire any interest that would conflict in any manner with its duties and obligations under this Contract.
- 5.1.5 Compliance with Applicable Law. Contractor warrants it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance occurs during the term of this Contract. Contractor warrants it is currently in compliance with all tax laws.
- 5.1.6 Public Contracts. Contractor shall observe all applicable state and local laws pertaining to public contracts. ORS Chapters 279A and 279B require every public contract to contain certain provisions. To the extent applicable, ORS 279B.220, 279B.230 and 279B.235 are incorporated into this Agreement by reference.
- 5.1.7 Compliance with Civil Rights Act. Contractor warrants it is in compliance with Title VI of the Civil Rights Act of 1964 and its corresponding regulations as further described at: <http://www.portlandoregon.gov/bibs/article/446806>
- 5.1.8 Respectful Workplace Behavior. The City is committed to a respectful work environment, free of harassment, discrimination and retaliation and other inappropriate conduct. Every individual has a right to work in a professional atmosphere where all individuals are treated with respect and dignity. The City's HR Rule 2.02 covers all employees of the City as well as contractors, vendors or consultants who provide services to the City of Portland. Contractor warrants its compliance with terms and conditions HR 2.02 as further described at: <https://www.portlandoregon.gov/citycode/27929>
- 5.2 Grant Funding. This Contract is currently not using grant funding. However, in the event that City acquires or uses grant funding to pay for any portion of this Contract, the City and Contractor agree to Amend the Contract to include the federally required terms and conditions. General grant terms may be found at <http://www.portlandoregon.gov/bibs/article/455735>

5.3 Compliance with Non-Discrimination Laws and Regulations.

- 5.3.1 Nondiscrimination. Pursuant to all City, State, and federal non-discrimination and civil rights laws, Contractor, with regard to the work performed by it during this Contract, shall not discriminate on the grounds of race, color, national origin, including limited English proficiency, sex, sexual orientation, gender identity, age, religion or non-religion, disability, marital status, family status, or source of income, including in employment practices, the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- 5.3.2 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract relative to nondiscrimination on the grounds of race, color, national origin, sex, sexual orientation, age, religion, disability, marital status, or family relationships.
- 5.3.3 Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of this Contract, the City shall impose such contract sanctions as it or any state or federal agency may determine to be appropriate, including, but not limited to withholding of payments to Contractor under this Contract until Contractor complies, and/or cancellation, termination, or suspension of this Contract, in whole or in part.
- 5.3.4 ADA Compliance. Contractor shall comply with the Americans With Disabilities Act (ADA), including any duty the ADA may impose on City or Contractor as a result of the Products, Services or activities requested to be provided for City under this Agreement.

Contractor shall document each ADA request for modification to the Products or Services and Contractor's fulfillment of the request. If Contractor determines that it is unable to promptly fulfill the request for modification under the ADA, Contractor will contact the City Project Manager within the same business day, proving reasons why Contractor is unable to fulfill the request for modification and to identify alternate accessibility options that Contractor can perform.

Within 15 Business Days after receipt, City and Contractor shall advise the other Party in writing, and provide the other Party with copies (as applicable) of any notices alleging violation of or noncompliance with the ADA relating to the Agreement, or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to the Agreement or the programs, Products, Services or activities that Contractor is undertaking for City under this Agreement.

- 5.3.5 Required Reporting. If any person or class of persons files a complaint with Contractor alleging discrimination under Title VI of the Civil Rights Act of 1964 (race, color, or national origin,

including limited English proficiency), Contractor will notify the City of Portland of the complaint and cooperate with any investigation related to the complaint. Notifications shall be sent to Title VI Program Manager, 421 SW 6th Ave, Suite 500, Portland, Oregon 97204, or title6complaints@portlandoregon.gov.

5.4 Service(s) and Deliverables Warranties. Contractor makes the following warranties:

- 5.4.1 No Third-Party Conflict or Infringement. As of the Effective Date, Contractor warrants the execution and performance of this Contract, shall not contravene the terms of any contracts with third parties or any third-party Intellectual Property Right; and, as of the Effective Date of this Contract, there are no actual or threatened legal actions with respect to the matters in this provision. Contractor agrees to promptly notify the City, in writing, if during the Term of the Contract, a potential third-party conflict or infringement of third-party Intellectual Property Rights arises.
- 5.4.2 No Encumbrances. All Deliverables provided by Contractor under this Contract shall be transferred to the City free and clear of any and all restrictions of transfer or distribution and free and clear of any and all liens, claims, security interests, liabilities and encumbrances of any kind.
- 5.4.3 Conformance with Specifications. Contractor warrants that the Deliverables and Services shall operate in conformance with the Specifications.
- 5.4.4 Compliance with Law. Contractor warrants that the Deliverables conform to all requirements of applicable law, including all applicable health, safety, privacy, data security and environmental laws and regulations.
- 5.4.5 Industry Standards. Contractor warrants that the Services performed under this Contract will meet the standards of skill and diligence normally employed by persons performing the same or similar services.
- 5.4.6 Substitution or Modification of Products at No Charge. In the event that Contractor substitutes or modifies the Deliverables, Contractor shall notify the city in writing with respect to any change in schedule and deliverables and obtain a written approval prior to implementation, Such substitutions or modifications shall in no way degrade the performance or functionality of the Deliverables and shall not result in additional cost to the City.
- 5.5 No Waiver of Warranties or Representation. Performance of Services shall not be construed to represent Acceptance nor relieve Contractor from its responsibility under any representation or warranty. If the City makes a payment prior to Final Acceptance, the payment does not grant a waiver of any representation or warranty by Contractor.

- 5.6 No Third Party to Benefit. This Contract is entered into for the benefit of the City and Contractor. Except as set forth herein, nothing in this Contract shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a Party to this Contract to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Contract.
- 5.7 Assignment. Neither Party shall assign, transfer, or delegate all or any part of this Contract, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld. For purposes of this Section, the acquisition, merger, consolidation or change in control of Contractor or any assignment by operation of law shall be considered an assignment of this Contract that requires the City's prior written consent. Notwithstanding the foregoing: (a) in the event that the City's business needs change or the City enters into an agreement with a provider for outsourcing services, Contractor agrees that the City shall have the right to assign this Contract to a successor of all, substantially all, or specified area(s) of the City's business, including an outsourcing provider, upon written notice to the other Party, and (b) Contractor may, without the City's consent, but upon prior written notice to the City, assign its right to payment under this Contract or grant a security interest in such payment to any third party without requiring that the third party be liable for the obligations of Contractor under this Contract. Any attempted assignment or delegation in violation of this Section shall be void.
- 5.8 Notice of Change in Financial Condition. Contractor must maintain a financial condition commensurate with the requirements of this Contract. If, during the Term of this Contract, Contractor experiences a change in its financial condition which may adversely affect its ability to perform the obligations of this Contract, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in financial condition is sufficient grounds for terminating this Contract.
- 5.9 Notice of Change in Ownership. If, during the Term of this Contract, Contractor experiences a change in ownership or control, Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in ownership or control is sufficient grounds for terminating this Contract.
- 5.10 Subcontractors. Contractor shall not subcontract any work under this Contract without the City's prior written consent. Contractor shall be fully responsible for the acts and omissions of its Subcontractors, including any Affiliates, at all levels, and of their agents and employees. Contractor shall ensure that all applicable provisions of this Contract (including those relating to Insurance, Indemnification, and Confidentiality) are included in all of its subcontracts. The City reserves the right to review any agreements between Contractor and its Subcontractors for Services authorized under this Contract.

All D/M/W/ESB/SDVBE (COBID Certified) Subcontractors/suppliers identified in Contractor's proposals shall be used in their proposed capacity during Contract performance. If Contractor desires to replace any D/M/W/ESB/SDVBE Subcontractors/suppliers under this Contract all substitution requests must have approval from the City's Chief Procurement Officer before such substitutions can be made. In no event shall Contractor subcontract any work, assign any rights, or delegate any obligations under this Contract without the City's prior written consent.

5.11 Flow-down Clauses. Contractor shall include the following clauses, or substantially similar language, in its subcontracts under this Contract:

Section 4.4, Confidentiality

Section 5.3, Compliance with Non-Discrimination Laws and Regulations

Section 6.1, Hold Harmless and Indemnification

Section 6.2, Insurance

5.12 Force Majeure.

5.12.1 In the event that either Party is unable to perform any of its obligations under this Contract due to a Force Majeure Event not the fault of the affected Party, the Party who has been so affected immediately shall give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, the performance obligations affected by the Force Majeure event shall immediately be suspended.

5.12.2 If the period of nonperformance exceeds fifteen (15) Calendar Days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract or any Statement of Work.

5.12.3 If the period of nonperformance due to a Force Majeure Event does not exceed fifteen (15) Calendar Days, such nonperformance shall automatically extend the Project schedule for a period equal to the duration of such events. Any Warranty Period affected by a Force Majeure Event shall likewise be extended for a period equal to the duration of such event.

5.12.4 If the period of nonperformance due to Force Majeure Event is longer than fifteen (15) Calendar Days, the Parties shall negotiate options for mitigation of the Force Majeure Event.

5.13 Ownership of Property. All work product produced by the Contractor under this Contract is the exclusive property of the City. "Work Product" includes, but is not limited to: research, reports, computer programs, manuals, drawings, recordings, photographs, artwork and any data or information in any form. The Contractor and the City intend that such Work Product shall be deemed "work made for hire" of which the City shall be deemed the author. If for any reason a Work Product is deemed not to be a "work made for hire," the Contractor hereby irrevocably assigns and transfers to the City all right, title and interest in such Work Product, whether arising

from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrines. Contractor shall obtain such interests and execute all documents necessary to fully vest such rights in the City. Contractor waives all rights relating to work product, including any rights arising under 17 USC 106A, or any other rights of authorship, identification or approval, restriction or limitation on use or subsequent modifications. If the Contractor is an architect, the Work Product is the property of the Consultant-Architect, and by execution of this Contract, the Contractor-Architect grants the City an exclusive and irrevocable license to use that Work Product.

Notwithstanding the above, all pre-existing trademarks, services marks, patents, copyrights, trade secrets, and other proprietary rights of Contractor are and will remain the exclusive property of Contractor. Contractor hereby grants to the City a non-exclusive, perpetual, irrevocable license, with the right to sublicense, to disclose, copy, distribute, display, perform, prepare derivative works of and otherwise exploit any pre-existing Intellectual Property Rights incorporated into the Work Product(s).

SECTION 6 INDEMNIFICATION, INSURANCE, BONDING, LIQUIDATED DAMAGES

6.1 Hold Harmless and Indemnification.

- 6.1.1 Contractor shall indemnify, defend and hold harmless the City of Portland, its officers, agents, and employees, from all claims, demands, suits, and actions for all losses, damages, liabilities, costs and expenses (including all attorneys' fees and costs), resulting from or arising out of the actions, errors, or omissions of Contractor or its officers, employees, Subcontractors, or agents under this Contract.
- 6.1.2 Infringement Indemnity. Contractor shall indemnify, defend, and hold harmless the City, its directors, officers, employees, and agents from and against any and all claims, demands, suits, and actions for any damages, liabilities, losses, costs, and expenses (including reasonable attorney fees, whether or not at trial and/or on appeal), arising out of or in connection with any actual or alleged misappropriation, violation, or infringement of any proprietary right or Intellectual Property Right of any person whosoever. The City agrees to notify Contractor of the claim and gives Contractor sole control of the defense of the claim and negotiations for its settlement or compromise.
- 6.1.3 Contractor shall indemnify, defend, and hold harmless the City against any taxes, premiums, assessments, and other liabilities (including penalties and interest) that the City may be required to pay arising from Deliverables and Services provided by Contractor under this Contract. The City of Portland, as a municipal corporation of the State of Oregon, is a tax-exempt unit of local government under the laws of the State of Oregon and is not liable for any taxes.

- 6.2 Insurance. Contractor shall not commence work until Contractor has met the insurance requirements in this section and Contractor has provided insurance certificates approved by the City Attorney. Contractor shall acquire insurance issued by insurance companies or financial institutions with an AM Best rating of A- or better and duly licensed, admitted and authorized to do business in the State of Oregon.
- 6.2.1 Insurance Certificate. As evidence of the required insurance coverage, Contractor shall provide compliant insurance certificates, including required endorsements, to the City prior to execution of the Contract. The certificates shall list the City as certificate holder. Contractor shall maintain continuous, uninterrupted coverage for the Term of this Contract and to provide insurance certificates demonstrating the required coverage for the Term of this Contract. Contractor’s failure to maintain insurance as required by this Contract constitutes a Material Breach of this Contract. Contractor must notify the City in writing thirty (30) Calendar Days prior to a cancellation, non-renewal, or changes to the insurance policy.
- 6.2.2 Additional Insureds. For commercial general liability coverage, Contractor shall provide City with a blanket additional insured endorsement form that names the City of Portland, Oregon, and its officers, agents and employees, as an additional insured. The additional insured endorsement must be attached to the general liability certificate of insurance.
- 6.2.3 Insurance Costs. Contractor shall be financially responsible for all premiums, deductibles, self-insured retentions, and self-insurance.
- 6.2.4 Coverage Requirements. Contractor shall comply with the following insurance requirements:
- 6.2.4.1 Commercial General Liability. Contractor shall acquire commercial general liability (“CGL”) and property damage insurance coverage in an amount not less than \$2 million per occurrence for damage to property or personal injury arising from Contractor’s work under this Contract.
- 6.2.4.2 Required and attached Reduced by Authorized Bureau Director Waived by Authorized Bureau Director
Automobile Liability. (08/19) Contractor shall acquire automobile liability insurance to cover bodily injury and property damage in an amount not less than \$2 million for each accident. Contractor’s insurance must cover damages or injuries arising out Contractor’s use of any vehicle.
 Required and attached Reduced by Authorized Bureau Director Waived by Authorized Bureau Director
- 6.2.4.3 Workers’ Compensation. Contractor shall comply with Oregon workers’ compensation law, ORS Chapter 656, as it may be amended. If Contractor is required by ORS Chapter 656 to carry workers’ compensation insurance, Contractor shall acquire workers’ compensation coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers’ compensation insurance on file with the City for the entire period during which work is performed under this Contract. Contractor

shall acquire workers compensation coverage in an amount not less than \$1 million each accident, \$1 million disease each employee, and \$1 million disease policy limit.

Required and attached Proof of exemption (Complete Independent Contractor Certification Statement)

6.2.4.4 Professional Liability. Contractor shall acquire insurance to cover damages caused by negligent acts, errors or omissions related to the professional Services, and performance of duties and responsibilities of the Contractor under this Contract in an amount not less than \$1 million per occurrence and aggregate of \$3 million for all claims per occurrence. In lieu of an occurrence-based policy, Contractor may have claims-made policy in an amount not less than \$1,000,000 per claim and \$3,000,000 annual aggregate, if the Contractor acquires an extended reporting period or tail coverage for not less than three (3) years following the termination or expiration of the Contract.

Required and attached Reduced by Authorized Bureau Director Waived by Authorized Bureau Director

6.2.5 Insurance Requirements for Subcontractors. Contractor shall contractually require its Subcontractors to acquire and maintain for the duration of this Contract insurance equal to the minimum coverage limits required above.

6.3 Rolling Estoppel. Unless otherwise notified by Contractor, it shall be understood that the City shall have met all its obligations under this Contract. The City will be conclusively deemed to have fulfilled its obligations, unless it receives written notification of a failure to meet such obligations in the next status report, or within ten (10) Business Days following such failure, whichever is sooner, and Contractor identifies the specific failure in that notification. The City's failure to meet obligations must be described in terms of how it has affected the Project schedule or a specific performance requirement of Contractor.

6.3.1 Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in Project timetable, the standards of performance under this Contract, or the Contract price, if Contractor knew of that problem and failed to provide notification to the City as set forth above or to include it in the applicable status report to the City's Project Manager.

6.3.2 In the event Contractor identifies a situation that is impairing Contractor's ability to perform for any reason, Contractor's notification should contain Contractor's suggested solutions to the situation. These suggestions should be in sufficient detail so that the City's Project Manager can make a prompt decision as to the best method of dealing with the problem and continuing the Project in an unimpeded fashion.

6.4 Dispute Resolution. Contractor shall cooperate with the City to ensure that all claims and controversies which arise during this will be resolved as expeditiously as possible in accordance with the following resolution procedure:

- 6.4.1 Any dispute between the City and Contractor shall be resolved, if possible, by the Project Manager or their designee on behalf of the City and Contractor.
- 6.4.2 Should any dispute arise between the Parties concerning this Contract that is not resolved by mutual agreement above, it is agreed that such dispute will be submitted to mandatory mediated negotiation prior to any Party's commencing arbitration or litigation. In such an event, the Parties to this Contract agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.
- 6.4.3 Should an equitable solution not result from the foregoing, the City and Contractor shall be free to pursue other remedies allowed under this Contract.
- 6.4.4 Unless ordered by the City to suspend performance of all or any portion of Contractor's Services, Contractor shall proceed with the performance of such Services without any interruption or delay during the pendency of any of the foregoing dispute resolution procedures. During the pendency of any of the foregoing dispute resolution procedures, the City shall continue to make all payments that are not in dispute while having the right to withhold payments that are in dispute.
- 6.5 Remedies. The remedies provided in this Contract are cumulative and may be exercised concurrently or separately. In the event of any Material Breach by Contractor, which Material Breach shall not have been cured as agreed to between the Parties, the City shall have the ability to pursue the City's rights at law or equity. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

Cost of Cover. In the event of termination of this Contract by the City due to a Material Breach by Contractor, then the City may complete the Project itself, by agreement with another contractor, or by a combination thereof. After termination, in the event the cost of completing the Project exceeds the amount the City would have paid Contractor to complete the Project under this Contract, then Contractor shall pay to the City the amount of the reasonable excess.

Social Media. Contractor will manage social media pages in compliance with the City's Social Media Policy, HR 4.08A. <https://www.portlandoregon.gov/citycode/article/372781>

Video and Audio. Contractor will create video or audio in compliance with the Twenty-First Century Communications and Video Accessibility Act of 2010 and the City's Closed Captioning requirement ARC- BTS 3.04. <https://www.portlandoregon.gov/citycode/article/462666>

Domain Names. Any new domain names required under this Contract must be acquired by the City per Ordinance No. 177852 and City Code 3.15.070(B)12, or a waiver granted by the City's

Chief Technology Officer. Domain names must be assigned to the City upon termination of this Contract or abandoned, in the City's sole discretion.

<https://www.portlandoregon.gov/citycode/article/524341>

Websites Any Contractor's Website created for the City must be compliant with ARC-BTS 3.02. <https://www.portlandoregon.gov/citycode/article/114337> Contractor shall ensure that the webpages comply with version 2.1 Level AA of the "Web Content Accessibility Guidelines" published by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C), or any subsequent version(s) that are published during the term of the Agreement.

SECTION 7 MISCELLANEOUS

7.1 Transition from Previous Agreement.

7.1.1 It is understood and accepted by both Parties that this Contract contains significant changes when compared to the previous agreement between them, it is further agreed that the Contractor will have six months from the Effective Date to implement all terms and conditions contained within the main body of this Contract.

7.1.2 Notwithstanding Section 7.1.1, the City Project Manager will have discretion to allow additional time (in excess of six months from the Effective Date) for Contractor to implement specific provisions of Exhibit B: Statement of Work. Contractor will submit a request for such additional time in writing to the Program Coordinator. The writing will describe the terms and conditions of Exhibit B for which additional time for implementation is requested, the reason Contractor is requesting additional time, and the new date by which Contractor will comply with applicable terms and conditions of Exhibit B. The Program Coordinator and Contractor will mutually agree in writing to the terms of any additional time for implementation.

7.2. Signs and Attachments

Contractor shall not place signage or attachment in or on the Premises, including the exterior, shuttle buses, shuttle stops, buildings and any other structures, to advertise the nature of Contractor's business, without the City's advance written consent. City may refuse consent to any proposed permanent signage or attachment that is in City's reasonable opinion inconsistent with or inappropriate to the Premises. City will not unreasonably refuse consent to any proposed sign. If City approves a sign or attachment, Contractor is required to comply with applicable laws regulating signs, including the Sign Code under Portland City Code Title 32 . Contractor is solely responsible for costs for installation, maintenance, removal and repair of damage related to an authorized Contractor signage. Authorized signage shall be kept in good and safe condition by Contractor. Contractor shall seek the City's consent prior to altering or substituting any authorized signage. City shall not unreasonably withhold approval of Contractor's to install a signage of a temporary nature to the Premises, provided that such signage complies with all applicable laws

and City policies and Code.

7.3 Accounting of Reserves

Contractor agrees that preexisting account reserves created with City funds, shall be reserved to fund future Capital Improvements. Exhibit E shall be updated annually with the budget to provide an accounting balance of unspent reserve funds. Contractor is required to provide written requests to City for authorization to utilize their accounting reserves for projects, which shall be outlined in the Contractor's Statement of Work. These funds will not be utilized for any reason other than what is agreed to in writing by the City. City shall not unreasonably withhold its approval for approved projects listed on the Statement of Work.

SIGNATURE PAGE

Contractor represents that Contractor has had the opportunity to consult with its own independently selected attorney in the review of this Contract. Neither Party has relied upon any representations or statements made by the other Party that are not specifically set forth in this Contract.

This Contract constitutes the entire and sole agreement between the City and Contractor and supersedes all prior and contemporaneous proposals and oral and written agreements, between the Parties on this subject, and any different or additional terms on a City purchase order or Contractor quotation or invoice.

The Parties agree that they may execute this Contract and any Amendments to this Contract, by electronic means, including the use of electronic signatures.

This Contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereby cause this Contract to be executed.

CONTRACTOR

Authorized Signature Date

Printed Name and Title

Address: _____

Phone: _____

Email: _____

Contract Number: XXXXXXXXX

Amendment Number: XX

Contract Title:

CITY OF PORTLAND SIGNATURES

By: _____

Adena Long, Director
Bureau of Parks & Recreation

Date: _____

Approved as to Form:

By: _____

Office of City Attorney

Exhibit A
Contractor's Annual Budget

SECTION 1 Pricing / Annual Budget.

(Insert Contractor's Annual Budget and hourly rates)

Budget for Task 1: Shuttle Services \$708,000 (total for all deliverables)

 Deliverable 1: Free Shuttle \$470,000

 Deliverable 2: Overflow Parking Shuttle \$238,000

Budget for Task 2 through 6: \$747,000, including a one-time payment of \$25,000 for the Washington Park Transportation Management Plan Update (Task 2)

Exhibit B
Statement of Work

SECTION 1 SUMMARY

Contractor shall oversee the Transportation and Parking Management Program for Washington Park on behalf of the City and for the benefit the public:

- Transportation within the park, including movement of visitors between destinations;
- Ensuring access to parking and parking management programs that encourage visitation;
- Streamlining the collection of Park visitor and transportation statistics and data;
- Improving metrics for establishing transportation and parking best practices;
- Ensuring better coordination with the many venues within the Park;
- Management of specific plans related to marketing, planning, and wayfinding.

SECTION 2 SCOPE OF WORK

Contractor shall perform transportation and parking management programming, short and long- term transportation management planning, marketing and advertising of transit and transportation options, and intrapark and overflow parking shuttle services for Washington Park. Responsibilities also include, but are not limited to, coordinating grant opportunities and carrying out business functions through its independent Board of Directors. These efforts are to sustainably improve access, provide a positive guest experience, and support venue success through transportation and coordination.

SECTION 3 WORK DELIVERABLES

Task 1: Shuttle Services

 Deliverable 1: Free Shuttle

 Deliverable 2: Overflow Parking Shuttle

Task 2: Transportation Demand Management Programs

 Deliverable 1: Transportation Management Plan

 Deliverable 2: Brand and Wayfinding Plan

 Deliverable 3: Transportation Marketing Plan

 Deliverable 4: Transportation Access Plan

 Deliverable 5: Equity Access Plan

 Deliverable 6: Data Management Plan and Data Operations

 Deliverable 7: Emergency Management Plan

 Deliverable 8: Transportation Demand Management Services

Task 3: Transportation Marketing

 Deliverable 1: Website

Deliverable 2: Social Media

Deliverable 3: Map

Task 4: Visitor Services

Deliverable 1: Summer Visitor Services Program

Deliverable 2: Year-Round Visitor Service

Task 5: Board and Committees

Deliverable 1: Explore Washington Park Board of Directors

Deliverable 2: Transportation Advisory Committee

Deliverable 3: Marketing Committee

Deliverable 4: DEI Committee

Deliverable 5: Emergency Management Committee

Task 6: Administration and Reporting

Deliverable 1: Budget and Service Delivery Plan

Deliverable 2: Annual Cost Benefit Analysis and Transportation Report

Deliverable 3: Financial Management System

Task 1: Shuttle Services

1. Deliverable 1: Operate and Manage Free Intrapark Shuttle. Contractor will operate a shuttle service to move visitors and employees between park destinations, reducing vehicle trips within the park. The intrapark shuttle will be free of charge and achieve the following:
 - a. The shuttle operates on an approved schedule that services Hoyt Arboretum, Portland Japanese Garden, Oregon Zoo, World Forestry Center, International Rose Test Garden, the archery range, Lewis and Clark Circle, the Holocaust Memorial, and other stops agreed as agreed upon with City.
 - b. The schedule will be based on historic ridership and projected ridership considering transportation marketing, park events, and seasonal weather variations.
 - c. The shuttle shall provide ADA service to all stops.
 - d. Language and logomarks showcasing City's partnership with Contractor to create improved access using parking funds for this project will be promoted on the shuttle.
 - e. Contractor will collect data on shuttle ridership and shuttle performance. This data will include but is not limited to: ridership by day, ridership by stop location, ridership by hour of day, pass-ups by location, operating costs, operating costs by ridership, operating cost by day, and vehicle emission data to be delivered in the Annual Cost Benefit Analysis and Transportation Report.

2. Deliverable 2: Operate and Manage Overflow Parking Shuttle. Contractor will operate a free parking shuttle to move visitors between the park and off-site parking locations. The overflow shuttle will achieve:

- a. The shuttle shall provide ADA service during operation.
- b. Schedules based on historic ridership and projected ridership considering Contractor transportation marketing, park events, and weather.
- c. Contractor will collect data on shuttle ridership and shuttle performance. This data will include but is not limited to ridership by day, ridership by hour of day, operating costs, operating costs by ridership, operating cost by day, and vehicle emission data to be delivered in the Annual Cost Benefit Analysis and Transportation Report as described below.

Task 2: Transportation Demand Management Programs

1. Deliverable 1: Update Washington Park Transportation Management Plan (TMP). To be completed by the end of 2023. Additional plan updates and performance metrics will be delivered annually in the Annual Cost Benefit Analysis and Transportation Report as described below.

The TMP will achieve:

- a. 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, as well as visitation projections and visitation goals considering park and institution plans.
- b. 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.
- c. Feasibility analysis of the goals set forth in the Washington Park Master Plan 2018 if no additional parking is added to the Park, and mode-split strategies for mitigation.
- d. TriMet incentive and marketing programs, programming considerations, ODOT improvements, shuttle stop construction and design, and TriMet plaza improvements.
- e. Opportunities for additional funding programs for access and transportation.

- f. Recommendations for operations, staffing and signage to achieve maximum efficiency for existing parking resources.
 - g. Contractor will deliver a draft of the first updated draft TMP to City by June 30, 2023. City will provide feedback on the plan. Contractor will update the plan and present a final draft to City no later than 30 calendar days after receiving City feedback. The City will accept the deliverable no later than the acceptance date of October 31 2023. The plan is to be presented to City Council before December 31, 2023.
 - h. Project and program work identified in the plan that are beyond current deliverables and tasks assigned to Contractor will be conducted at City's sole discretion and included in a City written change order prior to expanding Contractor's statement of work.
2. Deliverable 2: Brand and Wayfinding Plan. Contractor has completed a draft Wayfinding Plan and it has been accepted by the Explore Washington Park Board of Directors.
- a. Contractor will deliver a draft for review to City by April 30, 2023. City will provide input to the plan. Contractor will update the plan and present City a final draft 30 days after receiving City's feedback. The City will accept the deliverable no later than the acceptance date of June 30 2023. The plan is to be presented to City Council with the entirety of the TMP update for final approval before December 31, 2023.
 - b. City may develop change order related to wayfinding installation, creation, and final drawings and design if, at City's sole discretion, the City determines that Contractor will manage any portion of a wayfinding project to install and/or maintain assets on City property.
3. Deliverable 3: Manage Park-Wide Transportation Marketing Plan. Contractor's marketing plan will be updated for final approval, and will achieve:
- a. Streamlined communications of park wide marketing.
 - b. Park-wide cross institutional offerings to increase first-time visits.
 - c. Development of park-wide membership plan concepts.
 - d. Increasing visitation by underserved communities.
 - e. Increasing alternative modes of transportation including but not limited to transit, biking, walking, etc.

- f. Strategies to optimize Contractor website and social media.
 - g. Measurable goals and metrics for annual review of marketing impacts.
 - h. Language and logomarks showcasing City’s partnership with Contractor to create improved access using parking funds for this project will be a part of the marketing program.
 - i. Contractor will deliver an updated draft for review to PP&R by September 30, 2023. City will provide input to the plan. Contractor will update the plan and present City a final draft 30 days after receiving City’s feedback. The City will accept the deliverable no later than the acceptance date of November 30, 2023. The plan is to be presented to City Council with the entirety of the TMP update for final approval before December 31, 2023
 - j. City will develop a change order related to marketing if, at City’s sole discretion, City determines that Contractor requires additional funding to manage all or portions of a marketing strategy on behalf of the City.
4. Deliverable 4: Transportation Access Plan (TAP). The TAP will achieve, among other things:
- a. Study of offsite parking options viability to inform Park projections on parking, mode split, and attendance.
 - b. Capital transportation project prioritization based on new or previously identified capital items, such as Lot B and C redesign, other parking designs, off-site parking, considerations (including the urgency in finding permanent and dedicated off-site parking locations).
 - c. Establish parking projections for the next five (5) years including mode split and attendance goals.
 - d. Prioritize the transportation-related Master Plan phasing strategy project list, identified in the TMP update as ready to be studied.
 - e. Traffic and engineering studies, as needed, such as reviewing parking and road concepts developed in the Master Plan.
 - f. Contractor will deliver a draft for review to City by June 30, 2023. City will provide input to the plan. Contractor will update the plan and present City a final draft 30 days after receiving City’s feedback. The City will accept the deliverable no later than the acceptance date of October 31 2023. The plan is to be presented to City Council with the entirety of the TMP update for final approval before December 31, 2023

- g. City will develop a change order related to transportation and access if, at City’s sole discretion, the City determines that Contractor will manage all or portions of the transportation and access projects on behalf of the City.
5. Deliverable 5: Create Park-Wide Equity Access Plan. Contractor will convene a DEI committee and involve internal and external stakeholders to create an Equity Access Plan that will achieve to the City’s satisfaction:
- a. Ways to increase visitors and better serve visitors from underserved communities.
 - b. Strategies to provide affordable transportation options to the park.
 - c. Identify opportunities for cross-promotion of equity programs across venues.
 - d. Build relationships and partnerships with BIPOC community groups to provide recourses for accessing Washington Park.
 - e. Measurable goals and metrics for annual review of DEI programs.
 - f. Contractor will deliver a draft for review to City by June 30, 2024. City will provide input to the plan. Contractor will update the plan and present City a final draft 30 days after receiving City’s feedback. The City will accept the deliverable no later than the acceptance date of October 31 2023. The plan is to be presented to City Council in 2024.
 - g. City will develop a change order related to DEI access if, at City’s sole discretion, the City determines that Contractor will manage all or portions of the DEI access projects on behalf of the City.
6. Deliverable 6: Data Management Plan and Data Operations. Contractor will collect and manages various data elements related to visitation, transportation, and shuttle services. The Data Management Plan will achieve:
- a. Identify, evaluate, monitor, and report on data around equity, marketing, parking, modes split, shuttle ridership, attendance, weather, user experience, vehicle miles traveled, greenhouse gas emissions in and to the park, and google map data.
 - b. Include data analysis with an equity lens.
 - c. Develop a monitoring plan that lays out performance measures, data collection methodology, and reporting timeframes.

- d. Develop an annual report that ensures data is collected as it relates to TMP goals, targets, and objectives.
- e. Develop a plan and repository for data collection evaluation, including providing data portals that are available to park partners.
- f. Contractor will deliver a draft for review to City by June 30, 2024. City will provide input to the plan. Contractor will update the plan and present City a final draft 30 days after receiving City's feedback. The City will accept the deliverable no later than the acceptance date of October 31 2023. The plan is to be presented to City Council in 2024.

7. Deliverable 7: Create an Emergency Management Plan. Contractor will complete an Emergency Management Plan that will achieve strategies to improve park-wide emergency readiness in the Park.

- a. Contractor will deliver a draft for review to City by June 30, 2024. City will provide input to the plan. Contractor will update the plan and present City a final draft 30 days after receiving City's feedback. The City will accept the deliverable no later than the acceptance date of October 31 2023. The plan is to be presented to City Council in 2024.
- b. City will develop a change order related to emergency management if, at City's sole discretion, the City determines that Contractor will manage all or portions of the Emergency Management Plan projects on behalf of the City.

8. Deliverable 8: Transportation Demand Management Services

- a. Implement strategies as outlined in the approved Transportation Management Plan to meet goals and outcomes as agreed upon by PP& R.
- b. On an annual basis, utilize the Parking Management Toolkit to create recommendations for parking prices for the following year. Contractor will deliver a draft proposal for review to City and Metro by September 30 annually. City and Metro will provide input to the proposal. Contractor will update the proposal and present City and Metro a final draft 30 days after receiving City's feedback to then be presented to the City for final approval after other reviews pursuant to other agreements related to parking pricing in the park.
- c. Provide traffic control planning and traffic flagger services during peak days in the park and at overflow parking locations. Dates will be outlined in the Annual Service Delivery Plan and Budget.

Task 3: Park-wide Transportation Marketing

1. Deliverable 1: Website. Contractor will maintain a comprehensive website on transportation options, parking, and visitor information that will achieve the following:
 - a. Any website created for the City must be compliant with City policy ARC-BTS 3.02. <https://www.portlandoregon.gov/citycode/article/114337>
 - b. Contractor shall ensure that the webpages comply with version 2.1 Level AA of the “Web Content Accessibility Guidelines” published by the Web Accessibility Initiative (WAI) of the World Wide Web Consortium (W3C), or any subsequent version(s) that are published during the term of the Contract.
2. Deliverable 2: Social Media. Contractor will maintain a presence on social media.
 - a. Contractor will manage social media pages in compliance with the City’s Social Media Policy, HR 4.08A. <https://www.portlandoregon.gov/citycode/article/372781>
3. Deliverable 3: Map. Contractor creates parkwide maps to be distributed throughout the region and while in the park, to assist visitors getting into and around the park. The map will achieve:
 - a. Coordinated updates to the appropriate Park committees, and final approval by City prior to publishing changes to the map.
 - b. Language and logomarks showcasing City’s partnership with Contractor to create improved access using parking funds for this project.

Task 4: Visitor Services

1. Deliverable 1: Summer Visitor Service Program. Contractor provides visitor service kiosks and field staff during the peak season. Field staff achieve improved customer service by providing peak-season support at kiosks, via phone, and on shuttles giving wayfinding information and directions to visitors.
2. Deliverable 2: Year-Round Visitor Service: Contractor will provide year-round visitor services in the park including phone and e-mail support.

Task 5: Board and Committees

The Explore Washington Park Board and Committees may be required to be registered as a City Advisory Body due to its ability to influence city decision making related to parking funds for City-

managed projects. City is reviewing further and will adjust this section as necessary before the Contract is final. <https://www.portland.gov/civic/advisorygroups/about-advisory-program>

1. Deliverable 1: Explore Washington Park Board
 - a. The Explore Washington Park Board (Board) will consist of a single representative from each of the following Metro (Zoo), World Forestry Center, Japanese Garden Society of Oregon, Hoyt Arboretum Friends Foundation, TriMet, Arlington Heights Neighborhood Association, Sylvan-Highlands Neighborhood Association, and two at large members appointed by the Commissioner-in-Charge-of Parks and in accordance with its Bylaws.
 - b. At least annually, the City will request that the Board review and approve the following Washington Park services: Cost Benefit Analysis and Transportation Report; Annual Service Delivery Plan; Budget; recommended parking rate structure.
 - c. Board approval and submission for such plans, budgets, or reports in relation to this Contract shall not be considered acceptance or authorization from the City.
2. Deliverable 2: Transportation Advisory Committee (TAC). Contractor will convene and manage the Transportation Advisory Committee which will consist of a representative of each of the Park venues as well as other external stakeholders as identified by City. The TAC will allow the representative Park venue stakeholders to provide feedback on transportation related work that Contractor and City are conducting, respectively. These reviews will achieve, among other things, initial opportunities for review of the following:
 - a. The Contractor Annual Service Delivery Plan and Budget
 - b. Transportation Management Plan
 - c. Transportation Access Plan
 - d. Contractor recommended parking rate structure
 - e. Annual Cost Benefit Analysis and Transportation Report
 - f. Equity Access Plan
3. Deliverable 3: Marketing Committee. Contractor may host the Marketing Committee which will consist of a representative of each of the Park venues as well as other external stakeholders as identified by City.
4. Deliverable 4: Diversity Equity and Inclusion Committee (DEI Committee). Contractor will host the DEI Committee which will consist of a representative of each of the Park venues as well as other external stakeholders as identified by City.
5. Deliverable 5: Emergency Management Committee. Contractor will host the Emergency Management Committee which will consist of a representative of each of the Park venues as well as other external stakeholders as identified by City.

Task 6: Administration and Reporting

1. Deliverable 1: Budget and Service Delivery Plan. Contractor develops an annual budget and Service Delivery Plan for the tasks and deliverables outlined in this Contract. The plan achieves, among other things:
 - a. Shuttle program budget and plan, including the schedule, type and number of buses, and other level of service issues with the Free Intrapark Shuttle.
 - b. Overflow parking budget and plan, including the schedule, number of buses, and other level of service issues for the overflow parking shuttle.
 - c. Level of service for visitor service staff and visitor service program.
 - d. Marketing program outline with social media and website development plans and projects.
 - e. Annual committee calendar and projects.
 - f. Most recent approved cost benefit analysis and transportation report.
 - g. Contractor will deliver a draft of the plan and budget for review to City by April 30 annually so that it may be incorporated into this contract for the following fiscal year. City will provide input to the draft. Contractor will update the plan and budget and present City a final draft 30 days after receiving City's feedback. All acceptance criteria will be met for the City to accept the deliverable no later than the annual acceptance date of June 30.

2. Deliverable 2: Annual Cost Benefit Analysis and Transportation Report. Contractor will produce an Annual Transportation Report and Cost Benefit Analysis that details work conducted by Contractor in the Tasks and Deliverables of this Contract, among other programs and services that may be separate from this Contract that Contractor performs. The Annual Report and Analysis will include among other things:
 - a. Financial information such as a statement of financial position, statement of activities, statement of functional expenses, and statement of cashflow.
 - b. Descriptions of programs, including relevant statistics to aid in highlighting each programs' scope and effectiveness.
 - c. Descriptions of activities related to stakeholder outreach and engagement.
 - d. List of firms and organizations contracted with and for what purpose.

- e. Annual survey results from park intercept surveys, both during peak and off-peak periods.
 - f. Mode split and demographic data reporting for the year.
 - g. Attendance, ridership, and other relevant data related to visitor trends.
 - h. An analysis of the cost of programs, cost of tasks and deliverables, visitor ship, operating costs per passenger on shuttle services by season, by typical time of day, and by service, and other performance metrics.
 - i. Contractor will deliver a draft of the report for review to City by March 30 annually. City will provide input to the draft. Contractor will update the plan and present City a final draft 30 days after receiving City's feedback. All acceptance criteria will be met for the City to accept the deliverable no later than the annual acceptance date of May, 31.
 - j. Contractor will make the report publicly available and present the report to City Council at least once per fiscal year.
3. Deliverable 3: Financial Management System. Contractor shall establish a financial management system that allows the tracking and documentation of all expenses incurred while carrying out the Contractor programming including:
- a. A chart of accounts to provide for the proper financial statement classification of payments made in the performance of the services related to the Contractor program.
 - b. A system of authorizing contracts for subcontracted services that will include the maintenance of invoices and other documents to substantiate the nature of, delivery date, and amount of payments.
 - c. An internal control system that provides assurance that all other expenditures are properly authorized and have adequate supporting documentation to substantiate the nature of, receipt date, and amount of payments.
 - d. Personnel records, payroll records, and time reporting information to the extent required by organizational policy for personnel employed herein.
 - e. Monthly financial reports that include information about program areas including budget versus actual comparisons.
 - f. An annual financial report with audit from an agreed upon third party confirming that all the financial statements fairly represent the revenues and expenses incurred for that year and the financial position of Contractor for the year then ended. To be included in the annual Cost Benefit Analysis.

SECTION 4 SCHEDULE

The Washington Park Brand and Wayfinding Plan shall be delivered according to the dates listed in the Task 2.

The Park-wide Transportation Marketing Plan shall be delivered according to the dates listed in Task 2.

The Transportation Management Plan, Transportation Access Plan, Equitable Access Plan, Data Management Plan, and Emergency Management Plan drafts shall be delivered according to the dates listed in Task 2.

The Service Delivery Plan and Budget Draft will be delivered to the designated Program Coordinator no later than April 30 on an annual basis. City will provide comments which Contractor will respond to and return an updated version to City for approval no later than 30 calendar days after receiving the feedback. All acceptance criteria will be met for the City to accept the deliverable no later than the annual acceptance date of June 30.

The Cost Benefit Analysis and Annual Transportation Report will be delivered City no later than March 31 on an annual basis. City will provide input to the plan. Contractor will update the plan and present City a final draft 30 calendar days after receiving City's feedback. All acceptance criteria will be met for the City to accept the deliverable no later than the annual acceptance date of May, 31.

All other deliverables may be considered ongoing work products subject to status reports provided in Section 5.

SECTION 5 PROJECT MANAGEMENT

5.1 Status Reports

Contractor shall summarize activities under this Contract in written quarterly status reports that may be presented to City at the Explore Washington Park Board of Director meeting. The status reports shall include summaries of all activities, shuttle ridership, visitor service engagement, marketing activity, committee meeting summaries, and deliverables completed in the prior week/month. The report shall include a list of any delayed items, a description of the cause of the delay, schedule impact, and a proposed method of resolution. Delayed items shall be carried over onto subsequent reports until resolved.

5.2 Place of Performance

Contractor shall provide City with services at City locations as directed by the designated Program Coordinator. Some portions of the work will be performed at Contractor facilities as agreed with the designated Program Coordinator.

5.3 Program Coordinator

The City's designated Program Coordinator will be Danny Dunn. The City may change City's Program Coordinator from time to time upon written notice to Contractor. Contact Information:

e-mail: danny.dunn@portlandoregon.gov

Phone: 971-288-7740


5.4 Acceptance Criteria and Acceptance Test Plan

Acceptance Criteria and the Acceptance review plan shall be reviewed jointly by the City's Project Manager and Contractor's Project Manager. When agreed, the Acceptance Criteria and review plan shall be attached and incorporated here in this Statement of Work as Exhibit X.

Exhibit C - NOT USED

**Exhibit D
Sample Forms**

Exhibit E-1: STATUS REPORT

	BUREAU NAME	Bureau Logo
Contractor		Project Title
Contract No.		Report Date
Contract Date		Submitted by:

1. Key Status Indicators:

Description	No	Yes	Explanation
Has scope changed?			
Will target dates slip?			
Are there resource problems?			
Any other issues?			

2. Major Activities Completed For Reporting Week (Key Accomplishments):

Activity	Comment(s)

3. Major Activities Planned For Reporting Week and Not Completed:

Activity	Comment(s)

4. Major Activities Planned For Next Week:

Activity	Comment(s)

5. Status of Key Team Deliverables:

Deliverable	Comment(s)

6. Major Issues Requiring Immediate Attention:

Issue	Resolution

7. Weekly Summary of Performance by Individual

Individual's Name:

Scheduled Activities	complete	incomplete	Comment(s)

Individual's Name:

Scheduled Activities	complete	incomplete	Comment(s)

**Exhibit D-2: FINAL ACCEPTANCE CERTIFICATE
(08/19)**

On this ____ day of _____, 20__, the City certifies Final Acceptance of (name Deliverable(s)), in accordance with Contract No. _____. This Certificate of Acceptance is issued subject to and in accordance with the Contract, all defined terms having the meanings as set forth in the Contract, and without prejudice to any claims which subsequently may arise in connection with Defects in the Deliverables (or combination of Products) described herein.

-- OR --

FINAL ACCEPTANCE CERTIFICATE WITH EXCEPTIONS

On this ____ day of _____, 20__, the City certifies Final Acceptance of (name of Deliverable(s)), in accordance with Contract No. _____. This Certificate of Final Acceptance is issued subject to the following exceptions:

- 1.
- 2.
- 3.

Exceptions must be completed by _____. If Exceptions are not completed by _____, the City may revoke Final Acceptance of the Deliverables.

This Certificate of Final Acceptance is issued subject to and in accordance with the Contract, all defined terms having the meanings as set forth in the Contract, and without prejudice to any claims which subsequently may arise in connection with Defects in the Deliverable(s) described herein.


CITY OF PORTLAND

Authorized Signature Date

Printed Name

Title

Exhibit D-3: CHANGE ORDER

	Portland Parks and Recreation Bureau	LOGO
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CHANGE ORDER

Contractor		Project Title	
Contract No.		Change Order No.	*SAMPLE*
Contract Date		Change Order Date	

Select	Type	Description and Reason for Change	Modification to:
<input type="checkbox"/>	Time		Project Schedule and/or Contract
<input type="checkbox"/>	Scope or Specifications		Statement of Work Acceptance Test Plan
<input type="checkbox"/>	Deliverables		Statement of Work Acceptance Test Plan
<input type="checkbox"/>	Price		Statement of Work and/or Contract
<input type="checkbox"/>	Terms and Conditions		Request Amendment to Contract
<input type="checkbox"/>	Other		

1. Additional time is necessary and the Project Schedule for the Statement of Work or a specific Deliverable is hereby extended through (DATE) or modified as shown on the attached Project Schedule.
2. Additional work or a change in work or Specifications is necessary. For example, changes to the Statement of Work, Deliverables and/or the Acceptance.
3. A price adjustment is necessary for the following Deliverables. These changes will NOT affect the total not-to-exceed value of the Contract. For example, price changes that show the original price and the modified price.

4. An Amendment to the Contract is requested for the following reasons. For example, any change to the total value of the Contract, the term or ending date of the Contract, or the Contract terms and conditions requires an Amendment.

The Change Order is subject to the terms and conditions of the above-referenced Contract.

The rest of the Statement of Work shall remain unchanged and in full force and effect.

CITY OF PORTLAND

CONTRACTOR

Authorized Signature Date

Authorized Signature Date

Printed Name

Printed Name

City Project Manager
Title

Title

Exhibit - E

Accounting Balance of Unspent Reserve Funds

EXECUTIVE DIRECTOR AND PROGRAM AREA REPORT

March - April

EXECUTIVE DIRECTOR REPORT

MARCH - APRIL

VISITOR SERVICES

Travel Portland / EWP Partnership

- EWP and Travel Portland will cross-train front-line staff
- Travel Portland new visitor center will open in June near Powell's Bookstore
- The Line 63 stops 2 blocks from the new center
 - Staff will promote the Park and Line 63

Peak Season Staff

- EWP is in the process of hiring 6-7 on-site staff for Memorial Day - Labor Day
- Staff are working cultural institutions for cross-training
- Staff will also help with off-site parking

FREE SHUTTLE

Schedule

- Free shuttle is running on its peak-season schedule 9:30 am - 7 pm daily

OFFSITE PARKING

Schedule

- EWP will be prepared to run offsite Thursday - Sunday, June - August
- EWP staff will be prepared to run offsite in the evening and holidays for special zoo events or as needed

ONE PARK EVENT

Afternoon Social

- Next event will be on June 22 from 2:30 - 5:30
- Located at Hoyt's Sevens Pavilion
- Initiations to come shortly

TRIMET EQUITY PROGRAM

Free Transit Passes

- EWP is providing free transit passes through underserved Park audiences through a Metro RTO grant