

CITY-ROSE FESTIVAL MOU

The City of Portland, a municipal corporation duly organized and existing under the laws of the State of Oregon, (hereafter "City"), and Portland Rose Festival Foundation, an Oregon 501(c)(3) non-profit organization, (hereafter "Foundation"), hereby enter into this MOU (hereafter "Understanding").

The City and Foundation may be referenced collectively as "the parties" or individually as a "party."

ARTICLE I: PURPOSE

The general purpose of this Understanding is to assign and outline the City and Foundation roles and responsibilities for the annual Portland Rose Festival which will serve to inform future councils, staff, Rose Festival boards, and other interested parties of their official duties. The City and the Foundation recognize this MOU is of mutual benefit to each party and will execute all assignments in good faith.

ARTICLE II: RECITALS

WHEREAS, more than a hundred years ago, business leaders in Portland started the Rose Festival to both brand and enhance the growing city. The Rose Festival was immediately embraced as a prime time for celebrating whatever deserved celebrating, including cultural heritage, national pride, individual accomplishment and positive perseverance; and

WHEREAS, the Rose Festival has become one of the world's most enduring events, an annual celebration encompassing four weekends from Memorial Day weekend to the third weekend in June designed to attract both locals and visitors from across the country and around the world; and

WHEREAS, today's major Rose Festival events offer myriad opportunities to congregate and celebrate. They include Rose Festival CityFair, an urban entertainment fair and carnival and three distinctive parades: the Starlight Parade, a nighttime event; the Junior Parade, a kid-centric procession, and the Rose Festival's cornerstone, the Grand Floral Parade, which brings 400,000 to the streets of Portland; and

WHEREAS, the majority of the activities during the Rose Festival are produced by the Portland Rose Festival Foundation, a non-profit civic organization whose mission is to promote Portland and the entire state culturally, socially, and economically by presenting the annual Portland Rose Festival celebration. The Foundation is made possible by the efforts of thousands of volunteers, including a 75-member board of directors. It is managed by a professional year-round staff; and

WHEREAS, overall attendance at Rose Festival events exceeds one million people, and the annual economic impact of the festival is estimated at \$75.5 million; and

WHEREAS, twice in the last decade, the Rose Festival was named the Best Festival in the World by its trade organization, the International Festivals & Events Association; and

WHEREAS, the Portland Rose Festival was designated the Official Festival of the City of Portland by Council Resolution 36759 adopted on January 13, 2010; and

WHEREAS, the Portland Rose Festival promotes civic pride, draws local and international visitors to Portland, and provides significant regional economic stimulus.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY AND THE FOUNDATION AGREE TO THE FOLLOWING ASSIGNMENTS OF RESPONSIBILITIES:

ARTICLE III: ASSIGNMENTS BY EVENT

- A. Events Permitted by Annual Ordinance: The Special Event Coordinator in the Portland Bureau of Transportation (PBOT) will work in coordination with Foundation to put forth an annual ordinance to City Council that allows for the following activities in this section:
1. Starlight Parade (SP)
 - a. City of Portland:
 - i. The Mayor's participation in the SP will be subject to the Mayor's availability and will be coordinated by the Mayor's Office in partnership with other City Hall offices and Foundation staff.
 - ii. The Council Liaison, the City Commissioner appointed by the Mayor as the official Foundation liaison, will serve as first point of contact for Foundation's needs and concerns regarding the SP, including, but not limited to, the filing of any special appropriations, ordinances, grants and other documents needed for the SP.
 - iii. Special Event Coordinator will facilitate meetings with City staff, partner agencies, and Foundation to coordinate event services for all moving events.
 - iv. The Portland Police Bureau (PPB) will provide officers to staff the SP.
 - a. Traffic Division Officers will coordinate all police services and will police formation areas, detour patrols, float escorts, disband area, and movement of the parade.
 - b. Precinct Officers will staff and coordinate policing of parade route honor line, specific locations in the formation area, and all barricades outside the parade line.
 - c. Transit Division Officers will coordinate bus and MAX crossings and bumps along parade route.
 - v. The Portland Bureau of Transportation (PBOT) will develop and implement a traffic control plan for the SP.
 - a. The traffic control plan will include street/lane closures, parking removal along parade route, detours, two-way change over, signal timing, barricades and street cleaning.

- b. PBOT will work with impacted agencies and businesses related to roadway closures.
 - c. PBOT will field and address transportation-related concerns and questions from the public.
 - vi. The Noise Control Office, specifically the Noise Control Officer, will issue necessary noise variance permits and work with the Foundation to minimize impact on Portland citizens.
 - vii. The Maintenance Bureau will clean the route immediately following the parade.
 - b. The Foundation will:
 - i. Apply for Street and Sidewalk Use Permits and pay assessed fees which are calculated as per City Code Chapter 7.22.
 - a. Through the budget process, the Mayor may propose special appropriations to offset permit fees.
 - ii. Apply for any permits/permissions required that are outside the jurisdictional scope of this MOU; ie ODOT, County, Coast Guard, etc.
 - iii. Assign and adequately staff the coordination meetings.
2. Junior Parade (JP)*
- *Event formerly identified in official City documents as Junior Rose Festival Parade.*
- a. City of Portland:
 - i. The Mayor's participation in the JP will be subject to the Mayor's availability and will be coordinated by the Mayor's Office in partnership with other City Hall offices and Foundation staff.
 - ii. Council Liaison will serve as first point of contact for Foundation's needs and concerns regarding the JP, including, but not limited to, the filing of any special appropriations, ordinances, grants and other documents needed for the JP.
 - iii. Special Event Coordinator will facilitate meetings with City staff, partner agencies, and Foundation to coordinate event services for all moving events.
 - iv. The PPB will provide officers to staff the JP.
 - a. Traffic Division Officers will coordinate all police services and will police formation areas, detour patrols, float escorts, disband area, and movement of the parade itself.
 - b. Precinct Officers will staff and coordinate policing of parade route honor line, specific locations in the formation area, and all barricades outside the parade line.
 - c. Transit Division Officers will coordinate bus and MAX crossings and bumps along parade route.
 - v. The PBOT will develop and implement a traffic control plan for the JP.
 - a. The traffic control plan will include street/lane closures, parking removal along parade route, detours, two-way change over, signal timing, barricades and street cleaning.
 - b. PBOT will work with impacted agencies and businesses related to roadway closures.

- c. PBOT will field and address transportation-related concerns and questions from the public.
 - vi. Portland Parks and Recreation (PP&R) will work with Foundation staff to coordinate physical support services for the JP at Normandale and Grant Parks and issue special use permits for use of the parks.
 - vii. The Noise Control Office, specifically the Noise Control Officer, will issue necessary noise variance permits and work with the Foundation to minimize impact on Portland citizens.
 - viii. The Maintenance Bureau will clean the route immediately following the parade.
 - b. The Foundation will:
 - i. Apply for Street and Sidewalk Use Permits and pay assessed fees which are calculated as per City Code Chapter 7.22.
 - a. Through the budget process, the Mayor may propose special appropriations to offset permit fees.
 - ii. Apply for any permits/permissions required that are outside the jurisdictional scope of this MOU; i.e. ODOT, County, Coast Guard, etc.
 - iii. Assign and adequately staff the coordination meetings.
3. Grand Floral Walk and Grand Floral Parade (GFW/P)
- a. City of Portland:
 - i. The Mayor's participation in the GFW/P will be subject to the Mayor's availability and will be coordinated by the Mayor's Office in partnership with other City Hall offices and Foundation staff.
 - ii. Council Liaison will serve as first point of contact for Foundation's needs and concerns regarding the GFW/P, including, but not limited to, the filing of any special appropriations, ordinances, grants and other documents needed for the GFW/P.
 - iii. Special Event Coordinator will facilitate meetings with City staff, partner agencies, and Foundation to coordinate event services for all moving events.
 - iv. The PPB will provide officers to staff the GFW/P.
 - a. Traffic Division Officers will coordinate all police services and will police formation areas, detour patrols, float escorts, disband area, and movement of the walk and parade.
 - b. Precinct Officers will staff and coordinate policing of walk and parade route honor line, specific locations in the formation area, and all barricades outside the walk and parade line.
 - c. Transit Division Officers will coordinate bus and MAX crossings and bumps along the walk and parade route.
 - v. The PBOT will develop and implement a traffic control plan for the GFW/P.
 - a. The traffic control plan will include street/lane closures, parking removal along the walk and parade route, detours, two-way change over, signal timing, barricades and street cleaning.
 - b. PBOT will work with impacted agencies and businesses related to roadway closures.

- c. PBOT will field and address transportation-related concerns and questions from the public.
 - vi. The Noise Control Office, specifically the Noise Control Officer, will issue necessary noise variance permits and work with the Foundation to minimize impact on Portland citizens.
 - vii. The Maintenance Bureau will clean the route immediately following the parade.
 - b. The Foundation will:
 - i. Apply for Street and Sidewalk Use Permits and pay assessed fees which are calculated as per City Code Chapter 7.22.
 - a. Through the budget process, the Mayor and/or Council Liaison may propose special appropriations to offset permit fees and/or provide for special amenities.
 - ii. Apply for any permits/permissions required that are outside the jurisdictional scope of this MOU; ie ODOT, County, Coast Guard, etc.
 - iii. Assign and adequately staff the coordination meetings.
4. CityFair (CF)
- a. City of Portland:
 - i. The Mayor's participation in CityFair will be subject to the Mayor's availability and will be coordinated by the Mayor's Office in partnership with other City Hall offices and Foundation staff.
 - ii. Council Liaison will serve as first point of contact for Foundation's needs and concerns regarding CF, including, but not limited to, the filing of any special appropriations, ordinances, grants and other documents needed for CF.
 - iii. The PPB will provide officers to staff CF.
 - a. Central Precinct will work with Foundation to determine staffing needs and coordinate and supervise policing.
 - iv. PP&R will work with Foundation staff to coordinate physical support services for CF and issue special use permits for the use of Tom McCall Waterfront Park.
 - a. PP&R will have the opportunity to review and approve, in advance, all on-site event setup.
 - v. The Fire Marshal's Office of Portland Fire and Rescue will provide personnel to safely staff CF. Fire personnel will be on standby during all fireworks displays and concert series at CF.
 - vi. The Noise Control Office, specifically the Noise Control Officer, will issue necessary noise variance permits and work with the Foundation to minimize impact on Portland citizens. The Noise Control Officer will also assist with the Liquor Licensing Team process.
 - b. The Foundation will:
 - i. Request necessary permits and ordinances in a timely fashion.
 - ii. Pay the assessed fees associated with permits.
 - a. Pay damage fees assessed at 100% of actual recovery costs (materials and labor) for the repair of damages sustained to PP&R property due to event operations. These costs include, but are not limited to, the restoration of trees, shrubs, grass,

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sprinkler systems, improvements, hard structures and furnishings, and other surfaces made necessary by use pursuant to the permit.

- iii. Ensure an adequate number of volunteers and staff are working CF and setting and cleaning up.
- iv. Exit Waterfront Park as directed. Deadlines for all festival activities to have vacated the park will be clearly defined in permit issued by PP&R
- v. Discuss with PP&R's onsite supervisor any departure from approved site plans prior to setup.

B. Other Permitting Processes

1. Ship Movement

- a. City of Portland:
 - i. The PPB's Criminal Intelligence Unit will provide information regarding any possible planned disruption of safe and orderly ship movements
 - ii. The PBOT prepares the sea wall in advance of ship and fleet arrival.
 - iii. The Fire Bureau Harbor Master will provide services related to the arrival and departure of the fleet that docks along the sea wall.
- b. The Foundation will:
 - i. Provide information to City partners of arriving fleet vessels as promptly as it is known.
 - ii. Staff will assist PPB, PBOT and Harbor Master in planning and alignment of ships to be docked.

2. Rose Garden Store

- a. City of Portland:
 - i. PP&R will provide the Foundation access to and use of limited areas of Washington Park for the purposes of operating the Rose Garden Store.
- b. The Foundation will:
 - i. Operate and staff the store.
 - ii. Pay PP&R a yearly license fee in accordance with the licensing agreement originally signed in 2000.
 - iii. Enter into good faith negotiations for any future agreements at this location.

3. Portland Rose Festival Foundation Offices/John Yeon Building at Tom McCall Waterfront Park

- a. City of Portland:
 - i. The property is assigned to PP&R.
 - ii. The Office of Management and Finance is assigned to manage and maintain the premises including administering the existing lease with the Foundation.

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- b. The Foundation will:
 - i. Comply with the terms and conditions of the lease dated March 19, 2010 along with any subsequent addenda or amendments.
 - ii. Pay all fees and expenses as required by the lease and any subsequent addenda or amendments for the John Yeon Building at Tom McCall Waterfront Park.
- 4. Starlight Run/Walk
 - a. This event largely uses the route of the Starlight Parade but is considered a jointly produced event and will follow the City's protocol for special event full cost recovery.
- 5. Other Foundation produced Events
 - a. City of Portland:
 - i. Work in cooperation with the Foundation to assess the needs of other Rose Festival events.
 - ii. Council Liaison will work with the Foundation to assess the addition of any new, non-athletic Rose Festival events.
 - b. The Foundation will:
 - i. Report additional events that make use of any public area not listed in this document. Failure to obtain necessary permits for events that use public areas are subject to the penalties and fines of the agency charged with regulating that public area.
 - ii. Follow the City's protocol for special events full cost recovery for any new athletic Rose Festival events.
- 6. Sanctioned Foundation Events
 - a. City of Portland recognizes the Foundation's efforts to incorporate events that provide a broad base of community involvement and enrichment by means of a sanction process. City offices will work in cooperation with the Foundation and event organizers to assess the permit requirements of sanctioned events.
 - b. The Foundation will report additional events that make use of any public area not listed in this document. Failure to obtain necessary permits for events that use public areas are subject to the penalties and fines of the agency charged with regulating that public area.

ARTICLE IV: FINANCIAL SUMMARY

On an annual basis, the Foundation is responsible for*;

- 1. Street and Sidewalk Use Permits and associated fees for the Starlight Parade, Junior Parade, Grand Floral Walk and Parade per annual ordinance, for an amount totaling \$9,270.
- 2. Parks & Recreation rental fees and 100% cost recovery on damage and repairs to PP&R facilities, approximately \$170,000, based on current uses.
- 3. Noise variance permits associated with PRFF produced events, amounts based on current approved fee schedules.

4. Special Event permits issued by the Portland Fire Marshall's office as required by City Code Chapter. Including, but not limited to: Festival area, concerts, and fireworks inspections, permits, and standby services.
5. Fees associated with the Rose Garden Store, as detailed in the current licensing agreement with Parks & Recreation.
6. Fees and costs associated with the lease of the John Yeon Building at Tom McCall Waterfront Park, per agreement.
7. Fees and costs for agencies outside the scope of the City of Portland.

Voluntary Contributions

In partnership with the City, the Foundation may make additional financial pledges to the City at the Foundation's sole discretion.

On an annual basis, the City absorbs the cost of approximately \$376,000 in services for*;

1. Portland Police estimate \$146,200 in support services. Including but not limited to; planning, threat assessment and ECC coordination, support to US Military and Homeland Security, and staffing and patrol of 3 major parades, multiple week CityFair and other waterfront events.
2. Portland Bureau of Transportation estimate \$229,800 in support services and materials. Including but not limited to; event and traffic control planning, road closures and detours on City streets, conversion of traffic patterns on NE Grand Ave., parking reservation or removal, street sweeping, painting honor lines, preparation of the harbor wall, necessary amenities for Fleet Week ships, and other work as identified in this MOU.
3. Portland Fire estimate \$13,000 in planning and standby services.

Other appropriations may be granted at the sole discretion of City Council.

At the adoption of this MOU, the City is not contemplating or proposing fee or permit increases over and above increases calculated on an annual basis per current City Code Chapter and/or Administrative Rule procedures. Should the City contemplate or propose any new or increased fees or permit costs not reflected in this MOU, the Council Liaison will meet with the Foundation as soon as practicable to discuss any fiscal impact to the Foundation, and, if appropriate, any exceptions that should be proposed to Council to alleviate impacts.

**Dollar amounts calculated as of the completion of the 2015 Rose Festival.*

ARTICLE V: GENERAL TERMS

A. Post-Event Review and Amendments

The Council Liaison and Foundation will conduct an annual post-event review to assess whether this Understanding is meeting the City and Foundation's needs. The Understanding may be amended by mutual agreement of the parties. For purposes of this Understanding, the adoption of an amendment by a majority of the Portland Rose Festival Foundation Board of Directors and by a majority of the City Council shall constitute "mutual agreement."

B. Disputes

Any disputes that may arise under this Understanding shall be resolved by arbitration or by employing a private judge under an approved plan upon the written request of either party.

C. Severability

If any section, subsection, clause or phrase of this Understanding is determined by any court or arbitrator of competent jurisdiction, to be invalid or unenforceable for any reason, such determination shall not affect the validity of the remaining understanding, which shall continue to be in effect.

D. Termination

The initial term of this Understanding shall be from April 19, 2017 through April 19, 2022. The parties shall have the option to extend for an additional five (5) year term, upon the same terms and conditions, for a maximum total term of ten (10) years. Either the City or the Foundation may exercise the option to extend by providing written notice to the other party at least one hundred eighty days (180) days prior to the expiration of the initial term of this Understanding. The parties may mutually agree in writing to terminate the Understanding at any time, based upon authorization from both a majority of the Portland Rose Festival Foundation Board of Directors Executive Committee and a majority of the City Council. If one party wishes to terminate the MOU, they must give the other party 180 days prior written notice.

E. Captions

The captions and headings used in this Understanding are not a substantive part of this Understanding. They are intended as a reference tool and shall not be used in interpreting the terms of this Understanding.

F. Assignment or Transfer

The parties to this Understanding shall not assign or transfer their duties, responsibilities or obligations to another entity without the written consent of the other party.

G. General Indemnification

Except as may be provided more specifically elsewhere in this Understanding, the parties agreement to defend, indemnify, and hold harmless the other party for personal injury and property damage arising out of the intentional or negligent acts or omissions of the party, its officers, employees or agents in the performance of any duties assumed by that party pursuant to this Understanding to the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act. This duty shall survive the termination or expiration of this Understanding. Nothing in this Understanding, however, requires one party to pay any sums for which the other party may ultimately be liable.

H. Governing Law/Venue

The provisions of this Understanding shall be interpreted, construed and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction.

I. Electronic Signatures

The City and Foundation may conduct this transaction, including any amendments to this Understanding, by electronic means, including the use of electronic signatures.

J. Merger

This Understanding encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether verbal or written.

K. Third Party Beneficiaries

There are no third party beneficiaries to this Understanding. Enforcement of this Understanding is reserved to the parties.

IN WITNESS WHEREOF, the authorized representatives of the City and Foundation have executed this Memorandum of Understanding effective this 19th day of April, 2017.

CITY OF PORTLAND

PORTLAND ROSE FESTIVAL FOUNDATION

Name: Ted Wheeler
Title: Mayor, City of Portland

Name: Jeff Curtis
Title: Chief Executive Officer

APPROVED AS TO FORM:

City Attorney