



Sam  
Adams  
Mayor

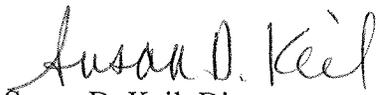
Susan D.  
Keil  
Director

**REPORT TO COUNCIL**

June 23, 2010

Transmit summary of sponsorships and donations received by the Bureau of Transportation in calendar year 2009, as required by Ordinance 179806.

City Code stipulates that any donation, gift, grant, lease, or loan exceeding \$250 shall first be approved by City Council. Ordinance 179806 authorizes the PBOT Director to execute agreements accepting sponsorships, donations, contributions and cost sharing agreements for transportation programs, in a form acceptable to the City Attorney, and in amounts not to exceed \$150,000.

  
Susan D. Keil, Director  
Portland Bureau of Transportation

**TO THE COUNCIL:**

The Mayor concurs with the with the recommendation of the Director of the Bureau of Transportation and

**RECOMMENDS:**

that the Council accept the report

Respectfully Submitted,

Mayor Sam Adams

## Transportation Sponsorships and Donations 2009 Summary

City Code stipulates that any donation, gift, grant, lease or loan exceeding \$250 shall first be approved by City Council. Ordinance 179806 authorized the PBOT Director to execute agreements accepting sponsorships, donations, contributions and cost-sharing agreements for transportation programs, in a form acceptable to the City Attorney, and in amounts not to exceed \$150,000.

The Ordinance also directs PBOT to report annually to the City Council on the numbers, types and dollar value of sponsorships, donations, contributions and cost-sharing agreements that have been executed.

Below is a summary of the donations and sponsorships received by PBOT in 2009. The following items were all received by the Transportation Options Division.

<b>Company</b>	<b>Item</b>	<b>In Kind or Cash</b>	<b>Amount</b>
Adidas	Sunday Parkways	Cash	\$1,000
Bike Gallery	Sunday Parkways	Cash	\$2,500
Cascadia Cabs, Inc.	Sunday Parkways: pedicab services for participat	In kind	\$10,500
City of Portland Bureau of Water Works	SmartTrips program: promotion and donation of water-reduction kits	Cash	\$10,000
		In kind	\$27,265
Clif Bar & Co.	Sunday Parkways: energy bars	Cash	\$1,000
Common Ground Wellness Center	Sunday Parkways: promotional coupons	In kind	\$4,200
Community Cycling Center	Staff time	n/a	n/a
Good Sport Promotions, Inc.	Sunday Parkways: promotion and volunteer management	In kind	\$10,000
Kaiser Permanente	Sunday Parkways	Cash	\$70,000
		In kind	\$15,000
Kaiser Permanente	SmartTrips program: reprinting maps, Ten Toe Walking Kits, and 5,000 pedometers	Cash	\$47,000
		In kind	\$75,000
Milagros Boutique	Sunday Parkways	Cash	\$1,000
Northwest Health Foundation	Sunday Parkways	Cash	\$5,000
OnPoint Credit Union	Sunday Parkways	Cash	\$2,500
REI	Sunday Parkways	Cash	\$300

<b>Company</b>	<b>Item</b>	<b>In Kind or Cash</b>	<b>Amount</b>
River City Bicycles	Sunday Parkways	Cash	\$1,000
Yakima	Sunday Parkways	Cash	\$2,500
Zipcar	Sunday Parkways	Cash	\$500
			<b>Total for 2009</b>
			<i>\$141,965 (in-kind)</i>
			<i>\$139,305 (cash)</i>
			<b>Overall Total</b>
			<b>\$281,270</b>

These donations and sponsorships have allowed the Transportation Options Division to reach thousands of city residents and city employees with our transportation and health messages.

Attached are the eighteen Memoranda of Agreements (exhibits A-Q) and Ordinance No. 179806 (exhibit R).

## MEMORANDUM OF AGREEMENT

### 2009 Portland Sunday Parkways Events

This Memorandum of Agreement, effective January 1, 2009, is being executed by the City of Portland Bureau of Transportation ("PBOT") and adidas.

#### **I. PURPOSE**

This Agreement establishes the rights and obligations of the parties entering into this Agreement.

#### **II. MISSION**

PBOT seeks to partner with adidas to maximize the promotion of the three Sunday Parkways events in the City of Portland.

The Portland Bureau of Transportation has scheduled Sunday Parkways events for Sunday, June 21, July 19, and August 16, 2009, 9am- 4pm.

The plan is for "circular" six to eight-mile, two-way routes to connect neighborhoods and parks in order for families and neighbors to walk, bike and enjoy recreating in a traffic-free environment.

The main mission of the Sunday Parkways events will be to get people to enjoy physical activities both along the routes as well as scheduled activities in the several parks along the routes.

Health, transportation, recreation, community and safety interests all benefit from a strong partnership implementing Sunday Parkways.

#### **III. adidas OBLIGATIONS**

adidas agrees to:

- a. Contribute \$1,000 for the promotion of Sunday Parkways directly to residents of North, Northeast and Southeast Portland, as well as through advertising to residents of the Portland Metro area.
- b. Promote Sunday Parkways to adidas employees who work in the City of Portland and possibly the Portland Region.

#### **IV. CITY OF PORTLAND BUREAU OF TRANSPORTATION OBLIGATIONS**

PBOT agrees to:

- a. Administer the Sunday Parkways events. This includes supervising and funding the balance of the events, as well as the balance of printing costs, staffing, and recruiting and coordinating volunteers.
- b. Identify adidas as a Friend for the 2009 Sunday Parkways events.

As a Friend, adidas will be listed on the following communications and materials including:

- ★ Select news and media releases
- ★ Printed promotional materials such as event brochures
- ★ Listed on [www.GettingAroundPortland.org](http://www.GettingAroundPortland.org) web site
- ★ The Sunday Parkways 2009 Final Report

c. Provide adidas with a final report and compilation of information on the event participation, healthy activities and testimonials/ feedback from participants.

**V. DURATION**

This Agreement is for a term of nine months, to expire September 30, 2009.

**VI. TERMINATION**

The City and the Contractor, by mutual written Agreement, may terminate this Agreement at any time.

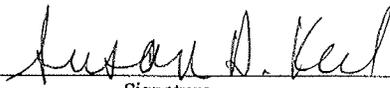
The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

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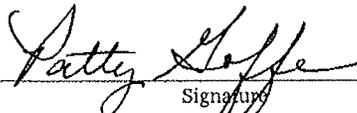
**CITY OF PORTLAND**

Susan D. Keil, Director  
Portland Bureau of Transportation

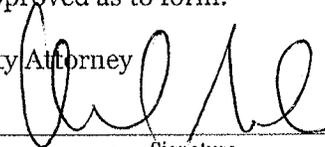
  
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 Signature  
 7-13-09  
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 Date

**ADIDAS**

Patty Goffe  
Community Affairs Manager

  
 \_\_\_\_\_  
 Signature  
 06/23/09  
 \_\_\_\_\_  
 Date

Approved as to form:

City Attorney  
  
 \_\_\_\_\_  
 Signature  
 7/15/09  
 \_\_\_\_\_  
 Date

## MEMORANDUM OF AGREEMENT

### 2009 Portland Sunday Parkways Events

This Memorandum of Agreement, effective January 1, 2009, is being executed by the City of Portland Bureau of Transportation ("PBOT") and Bike Gallery.

#### **I. PURPOSE**

This Agreement establishes the rights and obligations of the parties entering into this Agreement.

#### **II. MISSION**

PBOT seeks to partner with Bike Gallery to maximize the promotion of the three Sunday Parkways events in the City of Portland.

The Portland Bureau of Transportation has scheduled Sunday Parkways events for Sunday, June 21, July 19, and August 16, 2009, 9am- 4pm.

The plan is for "circular" six to eight-mile, two-way routes to connect neighborhoods and parks in order for families and neighbors to walk, bike and enjoy recreating in a traffic-free environment.

The main mission of the Sunday Parkways events will be to get people to enjoy physical activities both along the routes as well as scheduled activities in the several parks along the routes.

Health, transportation, recreation, community and safety interests all benefit from a strong partnership implementing Sunday Parkways.

#### **III. Bike Gallery OBLIGATIONS**

Bike Gallery agrees to:

- a. Contribute \$2,500 for the promotion of Sunday Parkways directly to residents of North, Northeast and Southeast Portland, as well as through advertising to residents of the Portland Metro area.
- b. Promote Sunday Parkways to Bike Gallery customers and employees who work in the City of Portland and possibly the Portland Region.

#### **IV. CITY OF PORTLAND BUREAU OF TRANSPORTATION OBLIGATIONS**

PBOT agrees to:

- a. Administer the Sunday Parkways events. This includes supervising and funding the balance of the events, as well as the balance of printing costs, staffing, and recruiting and coordinating volunteers.
- b. Identify Bike Gallery as a Contributor for the 2009 Sunday Parkways events.

As a Contributor, Bike Gallery will be listed on the following communications and materials including:

- ★ Select news and media releases
- ★ Printed promotional materials such as event brochures
- ★ Logo placement on [www.GettingAroundPortland.org](http://www.GettingAroundPortland.org) web site
- ★ The Sunday Parkways 2009 Final Report

c. Provide Bike Gallery with a final report and compilation of information on the event participation, healthy activities and testimonials/ feedback from participants.

**V. DURATION**

This Agreement is for a term of nine months, to expire September 30, 2009.

**VI. TERMINATION**

The City and the Contractor, by mutual written Agreement, may terminate this Agreement at any time.

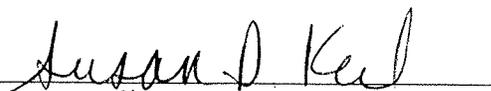
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**CITY OF PORTLAND**

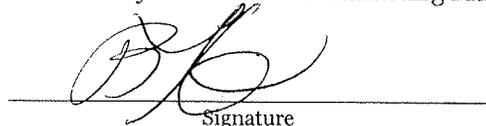
Susan D. Keil, Director  
Portland Bureau of Transportation

  
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Signature

3-18-09  
\_\_\_\_\_  
Date

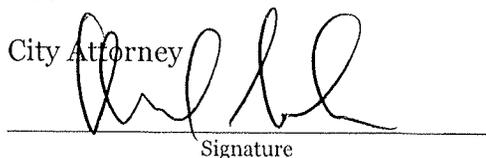
**BIKE GALLERY**

Barb Grover  
Community Outreach and Marketing Manager

  
\_\_\_\_\_  
Signature

3-11-09  
\_\_\_\_\_  
Date

Approved as to form:

City Attorney  
  
\_\_\_\_\_  
Signature

3/18/09  
\_\_\_\_\_  
Date

## MEMORANDUM OF AGREEMENT

### 2009 Portland Sunday Parkways Events

This Memorandum of Agreement, effective January 1, 2009, is being executed by the City of Portland Bureau of Transportation ("PBOT") and Cascadia Cabs, Inc. ("Portland's Cascadia PediCabs").

#### **I. PURPOSE**

This Agreement establishes the rights and obligations of the parties entering into this Agreement.

#### **II. MISSION**

PBOT seeks to partner with Portland's Cascadia PediCabs to maximize the promotion of the three Sunday Parkways events in the City of Portland.

The Portland Bureau of Transportation has tentatively scheduled Sunday Parkways events for Sunday, June 21, July 19, and August 16, 2009, 9am- 4pm.

The plan is for "circular" six to eight-mile, two-way routes to connect neighborhoods and parks in order for families and neighbors to walk, bike and enjoy recreating in a traffic-free environment.

The main mission of the Sunday Parkways events will be to get people to enjoy physical activities both along the routes as well as scheduled activities in the several parks along the routes.

Health, transportation, recreation, community and safety interests all benefit from a strong partnership implementing Sunday Parkways.

#### **III. CASCADIA CABS OBLIGATIONS**

Portland's Cascadia PediCabs agrees to:

- a. Contribute 10 pedicabs for free rides for participants at each of the three scheduled 2009 Sunday Parkways events valued at \$350 each per day.
- b. Offer free display area for Sunday Parkways signs on the sides and back of each pedicabs during each event.

#### **IV. CITY OF PORTLAND BUREAU OF TRANSPORTATION OBLIGATIONS**

PBOT agrees to:

- a. Administer the Sunday Parkways events. This includes supervising and funding the balance of the events, as well as the balance of printing costs, staffing, and recruiting and coordinating volunteers.
- b. Identify Portland's Cascadia PediCabs as a Promoter of the 2009 Sunday Parkways events.

As a Promoter of Sunday Parkways, Portland's Cascadia PediCabs will be listed on the following communications and materials, including the name and/or logo of the organization:

- ★ Select news and media releases
- ★ Printed promotional materials such as posters, flyers, and event brochures
- ★ Review of press releases
- ★ Listed on [www.GettingAroundPortland.org](http://www.GettingAroundPortland.org) web site

c. Provide Portland's Cascadia PediCabs with a final report and compilation of information on the event participation, healthy activities and testimonials/ feedback from participants.

**V. DURATION**

This Agreement is for a term of nine months, to expire September 30, 2009.

**VI. TERMINATION**

The City and the Contractor, by mutual written Agreement, may terminate this Agreement at any time.

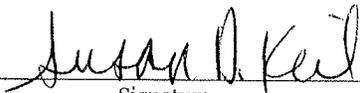
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**CITY OF PORTLAND**

Susan D. Keil, Director  
Portland Bureau of Transportation



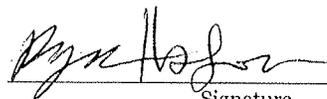
Signature

3-18-09

Date

**CASCADIA CABS, INC**

Ryan Hashagen  
Cascadia PediCabs Representative

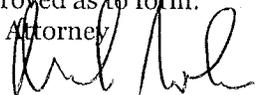


Signature

3/1/09

Date

Approved as to form:  
City Attorney



Signature

3/18/09

Date

## MEMORANDUM OF AGREEMENT

### 2008 Portland SmartTrips North-Northwest Project

This Memorandum of Agreement, effective March 20, 2009 is being executed by the City of Portland Bureau of Transportation ("PBOT") and the Portland Water Bureau.

**I. PURPOSE**

This Agreement establishes the rights and obligations of the parties entering into this Agreement.

**II. MISSION**

PDOT seeks to partner with the Portland Water Bureau to maximize the promotion of conserving natural resources including energy and water. PBOT's Transportation Options Division has selected for its 2009 target area the Portland SmartTrips North-Northwest.

**III. PORTLAND WATER BUREAU OBLIGATIONS**

Bureau of Water Works agrees to:

- a. Contribute \$10,000 for an individualized marketing campaign to distribute water conservation kits.
- b. Contribute 2,000 indoor and 2,500 outdoor water conservation kits by April 1, 2009.

**IV. CITY OF PORTLAND OFFICE OF TRANSPORTATION OBLIGATIONS**

PDOT agrees to:

- a. Administer the SmartTrips campaign and create an order form so that residents may order the water conservation kits. This includes supervising and funding the design of the order form, as well as the balance of printing costs, shipping, handling, storage and postage.
- b. Distribute the Water Conservation kits to up to 3,000 households in the target area. If there are remaining kits Options will return unused kits to the Water Bureau.

**V. DURATION**

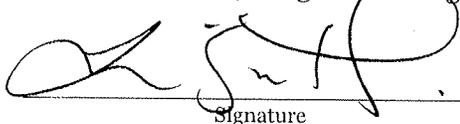
This Agreement is for a term of one year, to expire December 31, 2009.

**VI. TERMINATION**

The Office of Transportation and the Portland Water Bureau, by mutual written Agreement, may terminate this Agreement at any time.

**PORTLAND OFFICE OF TRANSPORTATION  
TRANSPORTATION OPTIONS**

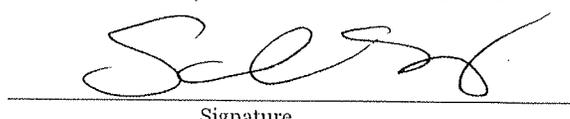
Linda Ginenthal, Program Manager

  
\_\_\_\_\_  
Signature

~~3/20/09~~ 3/20/09.  
\_\_\_\_\_  
Date

**PORTLAND WATER BUREAU**

Sarah Santner, Conservation Coordinator

  
\_\_\_\_\_  
Signature

3/20/09  
\_\_\_\_\_  
Date

## MEMORANDUM OF AGREEMENT

### 2009 Portland Sunday Parkways Events

This Memorandum of Agreement, effective January 1, 2009, is being executed by the City of Portland Bureau of Transportation ("PBOT") and Clif Bar & Company ("Clif").

#### **I. PURPOSE**

This Agreement establishes the rights and obligations of the parties entering into this Agreement.

#### **II. MISSION**

PBOT seeks to partner with Clif to maximize the promotion of the three Sunday Parkways events in the City of Portland.

The Portland Bureau of Transportation has tentatively scheduled Sunday Parkways events for Sunday, June 21, July 19, and August 30, 2009, 9am- 4pm.

The plan is for "circular" six to eight-mile, two-way routes to connect neighborhoods and parks in order for families and neighbors to walk, bike and enjoy recreating in a traffic-free environment.

The main mission of the Sunday Parkways events will be to get people to enjoy physical activities both along the routes as well as scheduled activities in the several parks along the routes.

Health, transportation, recreation, community and safety interests all benefit from a strong partnership implementing Sunday Parkways.

#### **III. CLIF OBLIGATIONS**

Clif agrees to:

- a. Contribute \$1,000 for the promotion of Sunday Parkways directly to residents of North, Northeast and Southeast Portland, as well as through advertising to residents of the Portland Metro area.
- b. Attend the June and July Sunday Parkways and staff and booth and provide samples to participants.

#### **IV. CITY OF PORTLAND BUREAU OF TRANSPORTATION OBLIGATIONS**

PBOT agrees to:

- a. Administer the Sunday Parkways events. This includes supervising and funding the balance of the events, as well as the balance of printing costs, staffing, and recruiting and coordinating volunteers.
- b. Identify Clif as a Friend of the 2009 Sunday Parkways events.

As a Friend of Sunday Parkways, Clif will be listed on the following communications and materials, including the name and/or logo of the organization:

- ★ Select news and media releases
- ★ Printed promotional materials such as event brochures
- ★ Listed on [www.GettingAroundPortland.org](http://www.GettingAroundPortland.org) web site

c. Provide Clif with a final report and compilation of information on the event participation, healthy activities and testimonials/ feedback from participants.

**V. DURATION**

This Agreement is for a term of nine months, to expire September 30, 2009.

**VI. TERMINATION**

The City and the Contractor, by mutual written Agreement, may terminate this Agreement at any time.

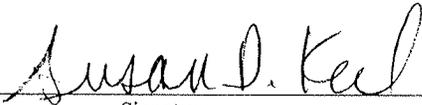
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**CITY OF PORTLAND**

Susan D. Keil, Director  
Portland Bureau of Transportation



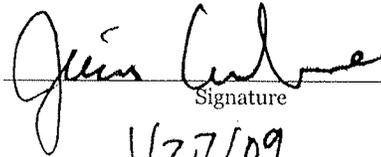
Signature

2-12-09

Date

**CLIF BAR & COMPANY**

Jessica Culnane  
NW Field Marketing Representative

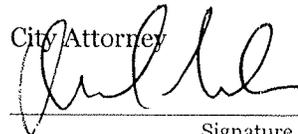


Signature

1/27/09

Date

Approved as to form:

City Attorney  


Signature

2/13/09

Date

## MEMORANDUM OF AGREEMENT

### 2009 Portland Sunday Parkways Events

This Memorandum of Agreement, effective August 1, 2009, is being executed by the City of Portland Bureau of Transportation ("PBOT") and Common Ground Wellness Center (CGWC).

#### **I. PURPOSE**

This Agreement establishes the rights and obligations of the parties entering into this Agreement.

#### **II. MISSION**

PBOT seeks to partner with Common Ground to maximize the promotion of the Sunday Parkways events in the City of Portland.

The Portland Bureau of Transportation has scheduled Sunday Parkways events for Sunday, June 21, July 19, and August 16, 2009, 9am- 4pm.

The plan is for "circular" six to eight-mile, two-way routes to connect neighborhoods and parks in order for families and neighbors to walk, bike and enjoy recreating in a traffic-free environment.

The main mission of the Sunday Parkways events is to get people to enjoy physical activities both along the routes as well as scheduled activities in the several parks along the routes.

Health, transportation, recreation, community and safety interests all benefit from a strong partnership implementing Sunday Parkways.

#### **III. Common Ground Wellness Center OBLIGATIONS**

CGWC agrees to:

- a. Contribute three hundred (300) coupons valued at \$4,200 for distribution to Sunday Parkways volunteers.
- b. Promote Sunday Parkways to Common Ground members and employees who work in the Portland.

#### **IV. CITY OF PORTLAND BUREAU OF TRANSPORTATION OBLIGATIONS**

PBOT agrees to:

- a. Administer the Sunday Parkways events. This includes supervising and funding the balance of the events, as well as the balance of printing costs, staffing, and recruiting and coordinating volunteers.
- b. Identify CGWC as a Contributor for the 2009 Sunday Parkways events.

As a Contributor, CGWC will be listed on the following communications and materials including:

- ★ Select news and media releases
- ★ Printed promotional materials such as event brochures
- ★ Logo placement on [www.GettingAroundPortland.org](http://www.GettingAroundPortland.org) web site
- ★ The Sunday Parkways 2009 Final Report

c. Provide CGWC with a final report and compilation of information on the event participation, healthy activities and testimonials/ feedback from participants.

**V. DURATION**

This Agreement is for a term of 6 months, to expire January 30, 2010.

**VI. TERMINATION**

The City and the Contractor, by mutual written Agreement, may terminate this Agreement at any time.

The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

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**CITY OF PORTLAND**

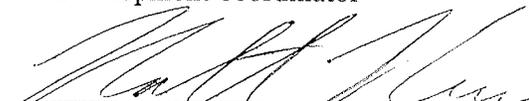
Susan D. Keil, Director  
Portland Bureau of Transportation

  
\_\_\_\_\_  
Signature

8-12-09  
\_\_\_\_\_  
Date

**COMMON GROUND WELLNESS CENTER**

Bob New  
Development Coordinator

  
\_\_\_\_\_  
Signature

8/5/2009  
\_\_\_\_\_  
Date

Approved as to form:

City Attorney  
  
\_\_\_\_\_  
Signature

8/14/09  
\_\_\_\_\_  
Date

**DONATION AGREEMENT ("AGREEMENT") BETWEEN  
THE CITY OF PORTLAND ("CITY")  
AND THE COMMUNITY CYCLING CENTER ("CCC") FOR THE  
PBOT GET LIT BICYCLE LIGHT SAFETY CAMPAIGN**

**I. PURPOSE**

This Agreement establishes the rights and obligations of the parties. Both parties intend that this Agreement constitutes a legally binding agreement. Each party represents that they have authority to enter into this Agreement.

**II. MISSION**

CCC wants to donate services to PBOT's Get Lit Bicycle Light safety campaign. This campaign is designed to distribute bicycle light sets, including front and rear lights, to needy individuals in the SmartTrips areas to increase safety in the Portland region for people who ride bicycles in low or no light conditions and enable pedestrians, drivers and transit riders to more readily see cyclists.

**III. CCC OBLIGATIONS**

CCC shall donate the following services:

Provide in-kind staff oversight and management for volunteers to distribute approximately 400 bicycle light sets, prioritizing distribution in the Smart Trips areas.

Provide to PBOT a written report outlining the locations where bicycle light sets were distributed and number of bicycle lights distributed through the duration of this Agreement.

**IV. CITY OBLIGATIONS**

City will contribute the sum of \$4,000 to the PBOT Get Lit bicycle light safety campaign for purchase of bicycle light sets to be distributed by CCC.

**V. DURATION; TERMINATION**

This Agreement shall be in effect from February 6, 2009 through December 31, 2009 unless terminated sooner as provided for hereunder.

Either party may terminate this Agreement upon 10 days prior written notice to the other party, however, such termination shall not prejudice the rights or obligations accrued to the parties prior to termination.

**VI. GENERAL**

A. In connection with this Agreement, each party is an independent contractor, and no joint venture, partnership or other relationship shall be construed or implied from the terms of this Agreement, and neither party has authority to bind the other.

B. There are no third party beneficiaries intended by this Agreement, and nothing in this Agreement shall create any legal right or inure to the benefit of any third party not a signatory to this Agreement.

C. The terms and conditions of this Agreement are entered into by duly authorized representatives who have authority to bind the party for which they sign.

**VII. PROJECT MANAGERS**

City's Project Manager is Timo Forsberg, Portland Bureau of Transportation, 1120 S.W. 5th Avenue, 8th Floor, Portland, Oregon, (503) 823-7699. CCC's Project Manager is Alison Hill Graves, 1700 NE Alberta St, Portland, Oregon, (503) 288-8864. All notices or communications under this Agreement shall be provided to the Project Managers identified herein.

**VIII. INTEGRATION**

This Agreement sets forth the entire agreement between CCC and City and supersedes all prior written or oral discussions or agreements. This Agreement may be modified only by written mutual agreement and signed by the parties.

IN WITNESS WHEREOF, CCC and City have executed this Agreement on the date and year indicated below.

City of Portland

Community Cycling Center

Susan D. Keil  
Susan D. Keil                      Date  
City of Portland

Susan Remmers      2/11/09  
Susan Remmers                      Date  
Executive Director

Please sign, date and return original of this Agreement to:  
Portland Transportation, 1120 SW 5th Avenue, 8th floor, Portland, OR 97204  
Attention: Timo Forsberg

City Attorney [Signature]

# MEMORANDUM OF AGREEMENT

## 2009 Portland Sunday Parkways Events

This Memorandum of Agreement, effective March 11, 2009 is being executed by the City of Portland Bureau of Transportation ("PBOT") and Good Sport Promotions, Inc. ("Good Sport").

### **I. PURPOSE**

This Agreement establishes the rights and obligations of the parties entering into this Agreement.

### **II. MISSION**

PBOT seeks to partner with Good Sport to maximize the promotion of the three Sunday Parkways events in the City of Portland and to process online volunteer sign up and individual contributions.

The Portland Bureau of Transportation has tentatively scheduled Sunday Parkways events for Sundays, June 21, July 19, and August 16, 2009, 9am- 4pm.

The plan is for "circular" six to eight-mile, two-way routes to connect neighborhoods and parks in order for families and neighbors to walk, bike and enjoy recreating in a traffic-free environment.

The main mission of the Sunday Parkways events will be to get people to enjoy physical activities both along the routes as well as scheduled activities in the several parks along the routes.

Health, transportation, recreation, community and safety interests all benefit from a strong partnership implementing Sunday Parkways.

### **III. GOOD SPORT OBLIGATIONS**

Good Sport agrees to:

- a. Promote Sunday Parkways through its OR Bike newsletter and at events in the City of Portland and possibly the Portland Region.
- b. Provide high resolution logo(s) for use in collateral and promotional materials.
- c. Provide Good Sport language for inclusion in the website, announcement and other public relations vehicles, as appropriate.
- d. Set up volunteer recruitment and contribution web pages to allow volunteers to sign up for specific volunteer days, times, jobs and locations and for individuals to be able to contribute via credit card with an automatic acknowledgement for their contribution and/or signing up as a volunteer. This in-kind contribution is valued at \$10,000 including set up and minimal customer service support.
- e. Good Sport will remit contributions given online from the OR Bike website to PBOT and subtract the direct costs for processing contributions through its website at a rate of \$.50 plus 5% of the total for each contribution processed.
- f. Good Sport will provide reports of contributions and volunteers that sign up through their website.

**IV. CITY OF PORTLAND BUREAU OF TRANSPORTATION OBLIGATIONS**

PBOT agrees to:

- a. Administer the Sunday Parkways events. This includes supervising and funding the balance of the events, as well as the balance of printing costs, staffing, and recruiting and coordinating volunteers.
- b. Identify Good Sport as a Promoter for the 2009 Sunday Parkways events with a logo and/or name unless specified below.

As a Promoter for Sunday Parkways, Good Sport will be listed on the following communications and materials including:

- ★ News and media releases
  - ★ Printed promotional materials with high resolution logo including:
    - Store window posters distributed to 150 business near the Sunday Parkways routes
    - Flyers distributed throughout the Sunday Parkways areas and at all Options outreach events beginning in April 2009 (12,000); and
    - Event highlights and route map brochure distributed at Sunday Parkways events and through other community partners (6,000)
  - ★ Review of press releases
  - ★ Prominent logo placement on [www.GettingAroundPortland.org](http://www.GettingAroundPortland.org) Sunday Parkways web site
  - ★ Inclusion in the Sunday Parkways Sponsorship web page with a descriptions and related Good Sport links including the Night Ride.
  - ★ Specific acknowledgement on all online contributions through Good Sport's website sent to all individual contributors.
  - ★ The Sunday Parkways 2009 Final Report
- c. Provide Good Sport with a final report and compilation of information on the event participation, healthy activities and testimonials/ feedback from participants.

**V. DURATION**

This Agreement is for a term of nine months, to expire December 31, 2009.

**VI. TERMINATION**

The City and the Contractor, by mutual written Agreement, may terminate this Agreement at any time.

The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the

party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

Any notices required to be given under this Agreement shall be in writing and deemed effective if deposited in U. S. Mail Certified return receipt, hand delivered or transmitted by facsimile with successful confirmation.

**CITY OF PORTLAND**

Susan D. Keil, Director  
Portland Bureau of Transportation

Susan D. Keil  
Signature  
4-16-09  
Date

**GOOD SPORT PROMOTIONS, INC.**

Porter Childs

Porter Childs  
Signature  
3/27/09  
Date

Approved as to form:

City Attorney  
[Signature]  
Signature  
4/22/09  
Date

## MEMORANDUM OF AGREEMENT

### 2009 Portland Sunday Parkways Kaiser Permanente Grant

This Memorandum of Agreement, effective January 1, 2009, is being executed by the City of Portland Bureau of Transportation ("PBOT") and Kaiser Foundation Health Plan of the Northwest.

#### **I. PURPOSE**

This Agreement establishes the rights and obligations of the parties entering into this Agreement.

#### **II. MISSION**

Kaiser Permanente has a 60-year history and mission of improving the health of not only our members, but the communities we serve. As a nonprofit health plan with no shareholders, Kaiser Permanente makes investments in our communities and believes in assisting organizations like PBOT that make a difference in people's lives.

The main mission of the Sunday Parkways programs will be to get people to enjoy physical activities both along the routes as well as scheduled activities in the several parks along the routes.

Health, transportation, recreation, community and safety interests all benefit from a strong partnership implementing Sunday Parkways.

PBOT seeks to partner with Kaiser Permanente to maximize the promotion of the three Sunday Parkway programs in the City of Portland.

The Portland Bureau of Transportation has scheduled Sunday Parkways programs for Sunday, June 21, July 19, and August 30, 2009, 9am- 4pm.

The plan is for "circular" six to eight-mile, two-way routes to connect neighborhoods and parks in order for families and neighbors to walk, bike and enjoy recreating in a traffic free environment

#### **III. KAISER PERMANENTE OBLIGATIONS**

Kaiser Permanente agrees to:

- a. Award a \$70,000 Kaiser Permanente Special Initiatives grant to the City of Portland, Portland Bureau of Transportation ("PBOT") for Sunday Parkways programs for residents of North, Northeast and Southeast Portland.
- b. Contribute a maximum of 1,000 pedometers for incentives to walkers during the programs at a designated activity area.
- c. Promote Sunday Parkways to Kaiser Permanente members and employees who work in the City of Portland and possibly the Portland Region.

#### **IV. CITY OF PORTLAND BUREAU OF TRANSPORTATION OBLIGATIONS**

PBOT agrees to:

- a. Administer the Sunday Parkways programs. This includes supervising and funding the balance of the programs, as well as the balance of printing costs, staffing, and recruiting and coordinating volunteers.
- b. Identify Kaiser Permanente as the Presenting Donor of the 2009 Sunday Parkways programs.

As Presenting Donor for Sunday Parkways, Kaiser will be a significant part of all communications and materials. All communications and materials will prominently include Kaiser Permanente's name and logo including:

  - ★ News and media releases
  - ★ Printed promotional materials such as banners, posters, flyers, mailers, door hangers, event brochures, and postcards
  - ★ Participation in shaping press and materials
  - ★ Logo placement on [www.GettingAroundPortland.org](http://www.GettingAroundPortland.org) web site
  - ★ The Sunday Parkway2009 Final Report
- c. Coordinate with Kaiser Permanente on press releases, including prior review by Kaiser Permanente of any materials for the media.
- d. Provide Kaiser Permanente with the draft of the program brochures and media to incorporate feedback and suggested changes prior to final production.
- e. Provide Kaiser Permanente with a final report and compilation of information on the program participation, healthy activities and testimonials/ feedback from participants.
- f. PBOT represents that it is currently and shall remain during the period funded, a nonprofit public benefit corporation exempt from federal income taxes under section 501 (c)(3) of the Internal Revenue Code or a local, state or federal government agency eligible to receive charitable contributions.
- g. In no event shall PBOT use all or any part of the Donation to (a) support a political campaign, (b) support or influence any government legislation, except making available the results of non-partisan analysis, study, or research, or (c) grant an award to another party.
- h. PBOT shall submit a written outcomes report to Kaiser Permanente on December 1, 2009 for this project, detailing the expenditure of the grant by the PBOT and related outcomes listed on the Kaiser Permanente evaluation form.
- i. Whenever possible and appropriate, PBOT shall publicly acknowledge Kaiser Permanente for this grant, only after receiving written approval from the Strategy and Communications Department of Kaiser Permanente's, Northwest Region. This includes allowing Kaiser Permanente to review your agencies news releases and other communication tools about the donation.
- j. This grant represents a one-time gift and does not signify that additional donations will be awarded in successive years.

**V. DURATION**

This Agreement is for a term of nine months, to expire September 30, 2009.

**VI. TERMINATION**

The City and Kaiser Permanente NW, by mutual written Agreement, may terminate this Agreement at any time.

The City, on thirty (30) days written notice to Kaiser Permanente NW, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

Either the City or Kaiser Permanente NW may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

Any notices required to be given under this Agreement shall be in writing and deemed effective if deposited in U. S. Mail Certified return receipt, hand delivered or transmitted by facsimile with successful confirmation.

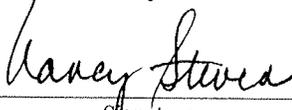
**CITY OF PORTLAND**

Susan D. Keil, Director  
Portland Bureau of Transportation

  
\_\_\_\_\_  
Signature  
12/31/08  
\_\_\_\_\_  
Date

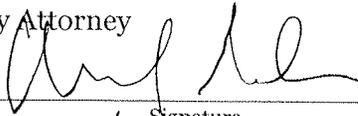
**KAISER PERMANENTE**

Nancy Stevens, Director  
Community Benefits

  
\_\_\_\_\_  
Signature  
12.31.08  
\_\_\_\_\_  
Date

Approved as to form:

City Attorney

  
\_\_\_\_\_  
Signature  
1/5/09  
\_\_\_\_\_  
Date

## MEMORANDUM OF AGREEMENT

### 2009 Portland SmartTrips North-Northwest Target Area Project

This Memorandum of Agreement, effective January 1, 2009, is being executed by the City of Portland Bureau of Transportation ("PBOT") and Kaiser Foundation Health Plan of the Northwest.

#### **I. PURPOSE**

This Agreement establishes the rights and obligations of the parties entering into this Agreement.

#### **II. MISSION**

PBOT seeks to partner with Kaiser Permanente to maximize the promotion of walking as a healthy choice of an active lifestyle, as well as a transportation option which reduces the use of an automobile for short trips. PBOT's Transportation Options Division has selected North-Northwest Portland for its 2009 SmartTrips target area, where approximately 20 percent of residents are current Kaiser Permanente members. The Ten Toe Express Campaign is a key component of the target area outreach program.

#### **III. KAISER PERMANENTE OBLIGATIONS**

Kaiser Permanente agrees to:

- a. Contribute a maximum of \$20,000 for the reprinting of walking maps as follows:
  - \$10,000 for the reprinting of the Southwest Portland Walking Map
  - \$10,000 for the reprinting of the Southeast Portland Walking Map
- b. Contribute \$27,000 for the 2009 Ten Toe Express Walking Kit. The contribution will break down as follows:
  - Print 5,000 Walking Kits and accompanying brochures [\$25,000]
  - \$2,000 for the City of Portland to use on events, incentives & promotion at their discretion.
- b. Contribute 5,000 pedometers for Walking Kits [\$75,000 equal to a market value of \$15 each] by March 1, 2009.
- c. Partner with the City of Portland in marketing the Ten Toe Express within the 2009 Portland SmartTrips North-Northwest target area.
- d. Promote the Ten Toe Express walking kits and walking maps as options during "TV Turn Off Week" in April 2009.
- e. Offer target area residents the opportunity to call a Kaiser Permanente health counselor for free advice and suggestions on getting started on a fitness program.

**IV. CITY OF PORTLAND BUREAU OF TRANSPORTATION OBLIGATIONS**

PBOT agrees to:

- a. Administer the Ten Toe Express campaign. This includes supervising and funding the design of the kits, as well as the balance of printing costs, assembly, shipping, handling, storage and postage.
- b. Distribute the Walking Kits to at least 5,000 households in the target area. Any remaining kits will be made available for special groups like schools, non-profit community health programs, and businesses.
- c. Identify Kaiser Permanente as the co-sponsor of the 2009 editions of the North, Northeast, Southeast, Northwest Walking Maps and the Ten Toe Express Walking Kit. Verbiage to be used will be:

“Brought to you by the City of Portland Bureau of Transportation in partnership with Kaiser Permanente.”

Kaiser Permanente’s logo will be featured on the following materials:

- The Ten Toe Express Kit box or package
  - The Ten Toe Express Walk Schedule
  - The Ten Toe Coupon Book
- d. Coordinate with Kaiser Permanente on press releases launching both the map and kit, including prior review by Kaiser Permanente of any materials for the media.
  - e. Provide Kaiser Permanente with the draft of written materials to incorporate feedback and suggested changes prior to final production.
  - f. Participate with Kaiser Permanente on one or more events such as the North Portland Sunday Parkway and tabling events around “TV Turn Off Week” at locations specified by Kaiser Permanente.

**V. DURATION**

This Agreement is for a term of one year, to expire December 31, 2009.

**VI. TERMINATION**

The City and the Contractor, by mutual written Agreement, may terminate this Agreement at any time.

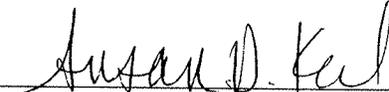
The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

Any notices required to be given under this Agreement shall be in writing and deemed effective if deposited in U. S. Mail Certified return receipt, hand delivered or transmitted by facsimile with successful confirmation.

**CITY OF PORTLAND**

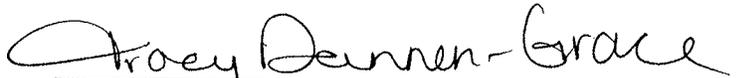
Susan D. Keil, Director  
Bureau of Transportation

  
\_\_\_\_\_  
Signature

1-25-10  
\_\_\_\_\_  
Date

**KAISER PERMANENTE**

Tracy Dannen Grace, Manager  
Community Initiatives

  
\_\_\_\_\_  
Signature

1-21-10  
\_\_\_\_\_  
Date

Approved as to form:

City Attorney

  
\_\_\_\_\_  
Signature

1/29/10  
\_\_\_\_\_  
Date

## MEMORANDUM OF AGREEMENT

### 2009 Portland Sunday Parkways Events

This Memorandum of Agreement, effective January 1, 2009, is being executed by the City of Portland Bureau of Transportation ("PBOT") and Milagros Boutique ("Milagros").

#### **I. PURPOSE**

This Agreement establishes the rights and obligations of the parties entering into this Agreement.

#### **II. MISSION**

PBOT seeks to partner with Milagros to maximize the promotion of the three Sunday Parkways events in the City of Portland.

The Portland Bureau of Transportation has tentatively scheduled Sunday Parkways events for Sunday, June 21, July 19, and August 30, 2009, 9am- 4pm.

The plan is for "circular" six to eight-mile, two-way routes to connect neighborhoods and parks in order for families and neighbors to walk, bike and enjoy recreating in a traffic-free environment.

The main mission of the Sunday Parkways events will be to get people to enjoy physical activities both along the routes as well as scheduled activities in the several parks along the routes.

Health, transportation, recreation, community and safety interests all benefit from a strong partnership implementing Sunday Parkways.

#### **III. MILAGROS OBLIGATIONS**

Milagros agrees to:

- a. Contribute \$1,000 for the promotion of Sunday Parkways directly to residents of North, Northeast and Southeast Portland, as well as through advertising to residents of the Portland Metro area.
- b. Promote Sunday Parkways to Milagros customers.

#### **IV. CITY OF PORTLAND BUREAU OF TRANSPORTATION OBLIGATIONS**

PBOT agrees to:

- a. Administer the Sunday Parkways events. This includes supervising and funding the balance of the events, as well as the balance of printing costs, staffing, and recruiting and coordinating volunteers.
- b. Identify Milagros as a Friend of the 2009 Sunday Parkways events.

As a Friend of Sunday Parkways, Milagros will be listed on the following communications and materials, including the name and/or logo of the organization:

- ★ Select news and media releases
- ★ Printed promotional materials such as event brochures
- ★ Listed on www.GettingAroundPortland.org web site

c. Provide Milagros with a final report and compilation of information on the event participation, healthy activities and testimonials/ feedback from participants.

**V. DURATION**

This Agreement is for a term of nine months, to expire September 30, 2009.

**VI. TERMINATION**

The City and the Contractor, by mutual written Agreement, may terminate this Agreement at any time.

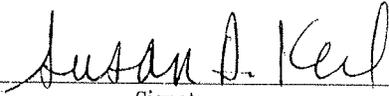
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Any notices required to be given under this Agreement shall be in writing and deemed effective if deposited in U. S. Mail Certified return receipt, hand delivered or transmitted by facsimile with successful confirmation.

**CITY OF PORTLAND**

Susan D. Keil, Director  
Portland Bureau of Transportation



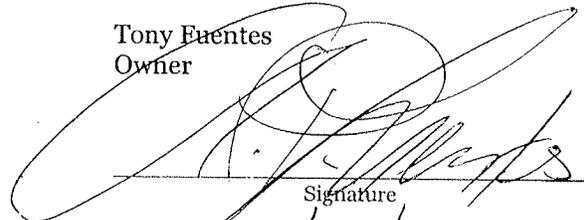
Signature

1-5-09

Date

**MILAGROS BOUTIQUE**

Tony Euentes  
Owner



Signature

12/31/2008

Date

Approved as to form:

City Attorney



Signature

1/6/09

Date

## MEMORANDUM OF AGREEMENT

### 2009 Portland Sunday Parkway Events

This Memorandum of Agreement, effective February 1, 2009, is being executed by the City of Portland Bureau of Transportation ("PBOT") and Northwest Health Foundation ("NWHF").

#### **I. PURPOSE**

This Agreement establishes the rights and obligations of the parties entering into this Agreement.

#### **II. MISSION**

PBOT seeks to partner with NWHF to maximize the promotion of the three Sunday Parkway programs in the City of Portland.

The Portland Bureau of Transportation has scheduled Sunday Parkways programs for Sunday, June 21, July 19, and August 16, 2009, 9am- 4pm.

The plan is for "circular" six to eight-mile, two-way routes to connect neighborhoods and parks in order for families and neighbors to walk, bike and enjoy recreating in a traffic free environment

The main mission of the Sunday Parkways programs will be to get people to enjoy physical activities both along the routes as well as scheduled activities in the several parks along the routes.

Health, transportation, recreation, community and safety interests all benefit from a strong partnership implementing Sunday Parkways.

#### **III. NORTHWEST HEALTH FOUNDATION OBLIGATIONS**

Northwest Health Foundation agrees to:

- a. Contribute a maximum of \$5,000 for the promotion of Sunday Parkways directly to residents of the Portland Metro area.

#### **IV. CITY OF PORTLAND BUREAU OF TRANSPORTATION OBLIGATIONS**

PBOT agrees to:

- a. Administer the Sunday Parkway event. This includes supervising and funding the balance of the events, as well as the balance of printing costs, staffing, and recruiting and coordinating volunteers.
- b. Identify Northwest Health Foundation as a Supporter of the 2009 Sunday Parkways events.
- c. Northwest Health Foundation's name and/or logo will be featured on the following materials:

- ★ News and media releases
- ★ Printed promotional materials such as flyers, and event brochures
- ★ Logo placement on [www.GettingAroundPortland.org](http://www.GettingAroundPortland.org) web site

d. Provide Northwest Health Foundation with a final report and compilation of information on the event participation, healthy activities and testimonials/ feedback from participants.

**V. DURATION**

This Agreement is for a term of six months, to expire September 30, 2009.

**VI. TERMINATION**

The City and the Contractor, by mutual written Agreement, may terminate this Agreement at any time.

The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

Any notices required to be given under this Agreement shall be in writing and deemed effective if deposited in U. S. Mail Certified return receipt, hand delivered or transmitted by facsimile with successful confirmation.

**CITY OF PORTLAND**

Susan D. Keil, Director  
Portland Bureau of Transportation

\_\_\_\_\_  
*Susan D. Keil*  
Signature  
\_\_\_\_\_  
1-27-09  
Date

**NORTHWEST HEALTH FOUNDATION**

Thomas Aschenbrener, President  
Northwest Health Foundation

\_\_\_\_\_  
*Thomas Aschenbrener*  
Signature  
\_\_\_\_\_  
1-16-09  
Date

Approved as to form:

City Attorney  
\_\_\_\_\_  
*[Signature]*  
Signature  
\_\_\_\_\_  
1/29/09  
Date

## MEMORANDUM OF AGREEMENT

### 2009 Portland Sunday Parkways Events

This Memorandum of Agreement, effective January 1, 2009, is being executed by the City of Portland Bureau of Transportation ("PBOT") and OnPoint Community Credit Union.

#### **I. PURPOSE**

This Agreement establishes the rights and obligations of the parties entering into this Agreement.

#### **II. MISSION**

PBOT seeks to partner with OnPoint to maximize the promotion of the three Sunday Parkways events in the City of Portland.

The Portland Bureau of Transportation has tentatively scheduled Sunday Parkways events for Sunday, June 21, July 19, and August 30, 2009, 9am- 4pm.

The plan is for "circular" six to eight-mile, two-way routes to connect neighborhoods and parks in order for families and neighbors to walk, bike and enjoy recreating in a traffic-free environment.

The main mission of the Sunday Parkways events will be to get people to enjoy physical activities both along the routes as well as scheduled activities in the several parks along the routes.

Health, transportation, recreation, community and safety interests all benefit from a strong partnership implementing Sunday Parkways.

#### **III. ONPOINT COMMUNITY CREDIT UNION OBLIGATIONS**

OnPoint agrees to:

- a. Contribute \$2,500 for the promotion of Sunday Parkways directly to residents of North, Northeast and Southeast Portland, as well as through advertising to residents of the Portland Metro area.
- b. Promote Sunday Parkways to OnPoint members and employees who work in the City of Portland and possibly the Portland Region.

#### **IV. CITY OF PORTLAND BUREAU OF TRANSPORTATION OBLIGATIONS**

PBOT agrees to:

- a. Administer the Sunday Parkways events. This includes supervising and funding the balance of the events, as well as the balance of printing costs, staffing, and recruiting and coordinating volunteers.
- b. Identify OnPoint as a Contributor for the 2009 Sunday Parkways events.

As a Contributor for Sunday Parkways, OnPoint will be listed on the following communications and materials, including the name and/or logo of the organization:

- ★ Select news and media releases
- ★ Printed promotional materials such as event brochure
- ★ Logo placement on [www.GettingAroundPortland.org](http://www.GettingAroundPortland.org) web site
- ★ The Sunday Parkways 2009 Final Report

- c. Provide OnPoint with a final report and compilation of information on the event participation, healthy activities and testimonials/ feedback from participants.

**V. DURATION**

This Agreement is for a term of nine months, to expire September 30, 2009.

**VI. TERMINATION**

The City and the Contractor, by mutual written Agreement, may terminate this Agreement at any time.

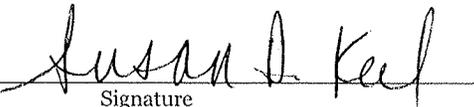
The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

Any notices required to be given under this Agreement shall be in writing and deemed effective if deposited in U. S. Mail Certified return receipt, hand delivered or transmitted by facsimile with successful confirmation.

**CITY OF PORTLAND**

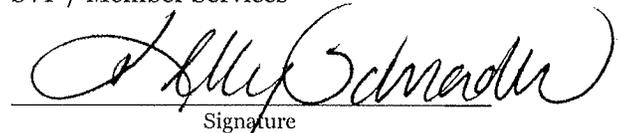
Susan D. Keil, Director  
Portland Bureau of Transportation

  
\_\_\_\_\_  
Signature

1-27-09  
\_\_\_\_\_  
Date

**ONPOINT COMMUNITY CREDIT UNION**

Kelly Schrader  
SVP / Member Services

  
\_\_\_\_\_  
Signature

1-9-09  
\_\_\_\_\_  
Date

Approved as to form:

City Attorney  
  
\_\_\_\_\_  
Signature

1/29/09  
\_\_\_\_\_  
Date

## MEMORANDUM OF AGREEMENT

### 2009 Portland Sunday Parkways Events

This Memorandum of Agreement, effective January 1, 2009, is being executed by the City of Portland Bureau of Transportation ("PBOT") and REI.

#### **I. PURPOSE**

This Agreement establishes the rights and obligations of the parties entering into this Agreement.

#### **II. MISSION**

PBOT seeks to partner with REI to maximize the promotion of the three Sunday Parkways events in the City of Portland.

The Portland Bureau of Transportation has scheduled Sunday Parkways events for Sunday, June 21, July 19, and August 16, 2009, 9am- 4pm.

The plan is for "circular" six to eight-mile, two-way routes to connect neighborhoods and parks in order for families and neighbors to walk, bike and enjoy recreating in a traffic-free environment.

The main mission of the Sunday Parkways events will be to get people to enjoy physical activities both along the routes as well as scheduled activities in the several parks along the routes.

Health, transportation, recreation, community and safety interests all benefit from a strong partnership implementing Sunday Parkways.

#### **III. REI OBLIGATIONS**

REI agrees to:

- a. Contribute \$300 for the promotion of Sunday Parkways directly to residents of North, Northeast and Southeast Portland, as well as through advertising to residents of the Portland Metro area.
- b. Promote Sunday Parkways to REI members and employees who work in the City of Portland and possibly the Portland Region.

#### **IV. CITY OF PORTLAND BUREAU OF TRANSPORTATION OBLIGATIONS**

PBOT agrees to:

- a. Administer the Sunday Parkways events. This includes supervising and funding the balance of the events, as well as the balance of printing costs, staffing, and recruiting and coordinating volunteers.

- b. Identify REI as a sponsor for the 2009 Sunday Parkways events and list them on the following communications and materials including:
  - ★ Business banner hung at an activity area in a park
  - ★ Logo placement on www.GettingAroundPortland.org web site
  - ★ The Sunday Parkways 2009 Final Report
- c. Provide REI with a final report and compilation of information on the event participation, healthy activities and testimonials/ feedback from participants.

**V. DURATION**

This Agreement is for a term of nine months, to expire September 30, 2009.

**VI. TERMINATION**

The City and the Contractor, by mutual written Agreement, may terminate this Agreement at any time.

The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

Any notices required to be given under this Agreement shall be in writing and deemed effective if deposited in U. S. Mail Certified return receipt, hand delivered or transmitted by facsimile with successful confirmation.

**CITY OF PORTLAND**

Susan D. Keil, Director  
Portland Bureau of Transportation

\_\_\_\_\_  
Signature  
3/6/09  
\_\_\_\_\_  
Date

**REI**

Janet Schmidt  
Community Outreach Specialist

\_\_\_\_\_  
Signature  
2/27/09  
\_\_\_\_\_  
Date

Approved as to form:

City Attorney  
\_\_\_\_\_  
Signature  
3/09/09  
\_\_\_\_\_  
Date

503 823 7576

## MEMORANDUM OF AGREEMENT

EXHIBIT O

### 2009 Portland Sunday Parkways Events

This Memorandum of Agreement, effective January 1, 2009, is being executed by the City of Portland Bureau of Transportation ("PBOT") and River City Bicycles.

#### I. PURPOSE

This Agreement establishes the rights and obligations of the parties entering into this Agreement.

#### II. MISSION

PBOT seeks to partner with River City Bicycles to maximize the promotion of the three Sunday Parkways events in the City of Portland.

The Portland Bureau of Transportation has scheduled Sunday Parkways events for Sunday, June 21, July 19, and August 16, 2009, 9am- 4pm.

The plan is for "circular" six to eight-mile, two-way routes to connect neighborhoods and parks in order for families and neighbors to walk, bike and enjoy recreating in a traffic-free environment.

The main mission of the Sunday Parkways events will be to get people to enjoy physical activities both along the routes as well as scheduled activities in the several parks along the routes.

Health, transportation, recreation, community and safety interests all benefit from a strong partnership implementing Sunday Parkways.

#### III. River City Bicycles OBLIGATIONS

River City Bicycles agrees to:

- a. Contribute \$1,000 for the promotion of Sunday Parkways directly to residents of North, Northeast and Southeast Portland, as well as through advertising to residents of the Portland Metro area.
- b. Promote Sunday Parkways to River City Bicycles customers and employees who work in the City of Portland and possibly the Portland Region.

#### IV. CITY OF PORTLAND BUREAU OF TRANSPORTATION OBLIGATIONS

PBOT agrees to:

- a. Administer the Sunday Parkways events. This includes supervising and funding the balance of the events, as well as the balance of printing costs, staffing, and recruiting and coordinating volunteers.
- b. Identify River City Bicycles as a Friend for the 2009 Sunday Parkways events.

As a Friend, River City Bicycles will be listed on the following communications and materials including:

- \* Select news and media releases
- \* Printed promotional materials such as event brochures
- \* Listed on www.GettingAroundPortland.org web site
- \* The Sunday Parkways 2009 Final Report

c. Provide River City Bicycles with a final report and compilation of information on the event participation, healthy activities and testimonials/ feedback from participants.

**V. DURATION**

This Agreement is for a term of nine months, to expire September 30, 2009.

**VI. TERMINATION**

The City and the Contractor, by mutual written Agreement, may terminate this Agreement at any time. The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

Any notices required to be given under this Agreement shall be in writing and deemed effective if deposited in U. S. Mail Certified return receipt, hand delivered or transmitted by facsimile with successful confirmation.

**CITY OF PORTLAND**

Susan D. Keil, Director  
Portland Bureau of Transportation

Susan D. Keil  
Signature  
4-8-09  
Date

**RIVER CITY BICYCLES**

Dave Guettler  
Owner

Dave Guettler  
Signature  
4-4-09  
Date

Approved as to form:

City Attorney  
[Signature]  
Signature  
4/9/09  
Date

## MEMORANDUM OF AGREEMENT

### 2009 Portland Sunday Parkways Events

This Memorandum of Agreement, effective January 1, 2009, is being executed by the City of Portland Bureau of Transportation ("PBOT") and Yakima.

#### ***I. PURPOSE***

This Agreement establishes the rights and obligations of the parties entering into this Agreement.

#### ***II. MISSION***

PBOT seeks to partner with Yakima to maximize the promotion of the three Sunday Parkways events in the City of Portland.

The Portland Bureau of Transportation has scheduled Sunday Parkways events for Sunday, June 21, July 19, and August 16, 2009, 9am- 4pm.

The plan is for "circular" six to eight-mile, two-way routes to connect neighborhoods and parks in order for families and neighbors to walk, bike and enjoy recreating in a traffic-free environment.

The main mission of the Sunday Parkways events will be to get people to enjoy physical activities both along the routes as well as scheduled activities in the several parks along the routes.

Health, transportation, recreation, community and safety interests all benefit from a strong partnership implementing Sunday Parkways.

#### ***III. Yakima OBLIGATIONS***

Yakima agrees to:

- a. Contribute \$2,500 for the promotion of Sunday Parkways directly to residents of North, Northeast and Southeast Portland, as well as through advertising to residents of the Portland Metro area.
- b. Promote Sunday Parkways to Yakima customers and employees who work in the City of Portland and possibly the Portland Region.

#### ***IV. CITY OF PORTLAND BUREAU OF TRANSPORTATION OBLIGATIONS***

PBOT agrees to:

- a. Administer the Sunday Parkways events. This includes supervising and funding the balance of the events, as well as the balance of printing costs, staffing, and recruiting and coordinating volunteers.

- b. Identify Yakima as a Contributor for the 2009 Sunday Parkways events and list them on the following communications and materials including:
  - ★ Select news and media releases
  - ★ Printed promotional materials such as the event brochures
  - ★ Logo placement on [www.GettingAroundPortland.org](http://www.GettingAroundPortland.org) web site
  - ★ The Sunday Parkways 2009 Final Report
- c. Provide Yakima with a final report and compilation of information on the event participation, healthy activities and testimonials/ feedback from participants.

**V. DURATION**

This Agreement is for a term of nine months, to expire September 30, 2009.

**VI. TERMINATION**

The City and the Contractor, by mutual written Agreement, may terminate this Agreement at any time.

The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

Any notices required to be given under this Agreement shall be in writing and deemed effective if deposited in U. S. Mail Certified return receipt, hand delivered or transmitted by facsimile with successful confirmation.

**CITY OF PORTLAND**

Susan D. Keil, Director  
Portland Bureau of Transportation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**YAKIMA**

Joel Grabenstein  
Marketing and Promotions Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Approved as to form:

City Attorney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## MEMORANDUM OF AGREEMENT

### 2009 Portland Sunday Parkways Events

This Memorandum of Agreement, effective January 1, 2009, is being executed by the City of Portland Bureau of Transportation ("PBOT") and Zipcar.

#### **I. PURPOSE**

This Agreement establishes the rights and obligations of the parties entering into this Agreement.

#### **II. MISSION**

PBOT seeks to partner with Zipcar to maximize the promotion of the three Sunday Parkways events in the City of Portland.

The Portland Bureau of Transportation has tentatively scheduled Sunday Parkways events for Sunday, June 21, July 19, and August 30, 2009, 9am- 4pm.

The plan is for "circular" six to eight-mile, two-way routes to connect neighborhoods and parks in order for families and neighbors to walk, bike and enjoy recreating in a traffic-free environment.

The main mission of the Sunday Parkways events will be to get people to enjoy physical activities both along the routes as well as scheduled activities in the several parks along the routes.

Health, transportation, recreation, community and safety interests all benefit from a strong partnership implementing Sunday Parkways.

#### **III. ZIPCAR OBLIGATIONS**

Zipcar agrees to:

- a. Contribute \$500 for the promotion of Sunday Parkways directly to residents of North, Northeast and Southeast Portland, as well as through advertising to residents of the Portland Metro area.
- b. Promote Sunday Parkways to Zipcar members and employees who work in the City of Portland and possibly the Portland Region.

#### **IV. CITY OF PORTLAND BUREAU OF TRANSPORTATION OBLIGATIONS**

PBOT agrees to:

- a. Administer the Sunday Parkways events. This includes supervising and funding the balance of the events, as well as the balance of printing costs, staffing, and recruiting and coordinating volunteers.
- b. Identify Zipcar as a Donor for the 2009 Sunday Parkways events.

As a Donor for Sunday Parkways, Zipcar will be listed on the following communications and materials including:

- ★ Business banner hung at an activity area in a park
- ★ Logo placement on www.GettingAroundPortland.org web site
- ★ The Sunday Parkways 2009 Final Report

c. Provide Zipcar with a final report and compilation of information on the event participation, healthy activities and testimonials/ feedback from participants.

**V. DURATION**

This Agreement is for a term of nine months, to expire September 30, 2009.

**VI. TERMINATION**

The City and the Contractor, by mutual written Agreement, may terminate this Agreement at any time.

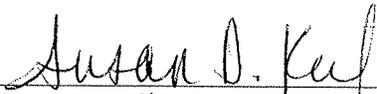
The City, on thirty (30) days written notice to the Contractor, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

Either the City or the Contractor may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

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**CITY OF PORTLAND**

Susan D. Keil, Director  
Portland Bureau of Transportation



Signature

1-5-09

Date

**ZIPCAR**

Kaleb Miller  
Regional Marketing Manager



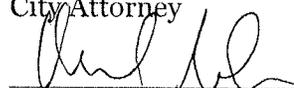
Signature

12/28/08

Date

Approved as to form:

City Attorney



Signature

1/6/09

Date

**ORDINANCE No.** 179806

Authorize the Director of the Portland Office of Transportation to execute agreements pertaining to sponsorships, donations, contributions and cost-sharing for transportation programs, services and projects in a form acceptable to the City Attorney's Office and in amounts not to exceed \$150,000 per agreement (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. Building and promoting partnerships between the City of Portland and local businesses helps ensure that community goals are realized through transportation system improvements, such as a healthy economy and a livable and safe community.
2. Cost sharing agreements are an important part of a sustainable funding framework that maximize the resources available to fund projects that protect the public's investment in a balanced transportation system.
3. That City Code 5.36.090 stipulates that any donation, gift, grant, lease or loan by which the City shall be obligated in an amount exceeding \$250 shall first be approved by the Council by special ordinance.
4. The most efficient method for processing sponsorships, donations, contributions and cost sharing agreements for less than \$150,000 would be to authorize the Director of PDOT to execute these agreements.

NOW, THEREFORE, the Council directs:

- a. The Commissioner of Public Utilities and Auditor to authorize the Director of the Portland Office of Transportation to execute agreements in amounts not to exceed \$150,000 for the purpose described in Section 1.
- b. The Portland Office of Transportation shall report annually to the City Council on the number, types and dollar value of sponsorships, donations, contributions and cost-sharing agreements that have been executed.

Passed by the Council, December 07, 2005

Commissoner Sam Adams  
Sandy Boardman:sw

Gary Blackmer  
Auditor of the City of Portland  
By /S/ Susan Parsons

Deputy

BACKING SHEET INFORMATION

AGENDA NO. 1466 1520-2005

ACTION TAKEN:

NOVEMBER 30, 2005 PASSED TO SECOND READING DECEMBER 07, 2005 9:30 AM

ORDINANCE/RESOLUTION/COUNCIL DOCUMENT NO. 179806

COMMISSIONERS VOTED AS FOLLOWS:		
	YEAS	NAYS
ADAMS	X	
LEONARD	X	
SALTZMAN	X	
STEN	X	
POTTER	X	

Agenda No.  
**REPORT NO.**  
Title

and

Transmit Summary of Sponsorships & Donations received by the Bureau of Transportation in 2009, as required by Ordinance No. 179806 (Report)

<p style="text-align: center;"><b>INTRODUCED BY</b> Commissioner/Auditor: <b>MAYOR SAM ADAMS</b></p> <p style="text-align: center;"><i>K. Blumann on behalf of Mayor Adams</i></p> <p style="text-align: center;"><b>COMMISSIONER APPROVAL</b></p> <p>Mayor—Finance and Administration - Adams</p> <p>Position 1/Utilities - Fritz</p> <p>Position 2/Works - Fish</p> <p>Position 3/Affairs - Saltzman</p> <p>Position 4/Safety - Leonard</p> <p style="text-align: center;"><b>BUREAU APPROVAL</b></p> <p>Bureau: Bureau of Transportation Bureau Head: Susan D. Keil, Director <i>Susan D. Keil</i> Lavinia Gordon Transportation System Group Manager Prepared by: Dan Bower Date Prepared: June 11, 2010 Financial Impact Statement</p> <p>Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/> Not Required <input type="checkbox"/></p> <p>Council Meeting Date <b>June 23, 2010</b></p> <p><b>City Attorney Approval NA</b></p>	<p>CLERK USE: DATE FILED <b>JUN 18 2010</b></p> <p style="text-align: center;"><i>LaVonne Griffin-Valade</i> LaVonne Griffin-Valade Auditor of the City of Portland</p> <p>By: <i>[Signature]</i> Deputy</p> <p><b>ACTION TAKEN:</b> <b>JUN 23 2010 ACCEPTED</b></p>
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<b>AGENDA</b>
<p><b>TIME CERTAIN</b> <input type="checkbox"/></p> <p>Start time: _____</p> <p>Total amount of time needed: _____ (for presentation, testimony and discussion)</p>
<p><b>CONSENT</b> <input checked="" type="checkbox"/></p>
<p><b>REGULAR</b> <input type="checkbox"/></p> <p>Total amount of time needed: _____ (for presentation, testimony and discussion)</p>

FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
		YEAS	NAYS
1. Fritz	1. Fritz	✓	
2. Fish	2. Fish	_____	
3. Saltzman	3. Saltzman	✓	
4. Leonard	4. Leonard	✓	
Adams	Adams	✓	