

CITY-ROSE FESTIVAL MOU

The City of Portland, a municipal corporation organized and existing under the laws and constitution of the State of Oregon, (hereafter "City"), and Portland Rose Festival Foundation, a 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; the Rock 'n' Roll Half Marathon, a special event added in 2012; 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, in two of the past five years, 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:

ARTICLE III: ASSIGNMENTS BY EVENT

- A. Events Permitted by Annual Ordinance: The Special Event Coordinator in the Revenue Bureau 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. Erect Flags and Banners on Ornamental Light Standards
 - a. City of Portland:
 - i. The PBOT Signals and Streetlighting Division will grant permits to erect and maintain Rose Festival related flags and banners on certain ornamental light standards in downtown Portland for an agreed upon time.
 - a. The approval for the use of the light standards and the manner of securing the flags and banners will be obtained from the Signal, Street Lighting and ITS Department of the Bureau of Transportation System Management.
 - b. Grant permission to hang flags and banners from early May to beginning of June, dates to be determined based on annual ordinance.
 - b. The Foundation will:
 - i. Request necessary permits and ordinances in a timely fashion.
 - ii. Erect and maintain banners per ITS Department of PBOT.
 - iii. Immediately upon the expiration of the permit, or upon its sooner revocation by the Council, the Foundation will remove the flags and banners from the street area as directed by and to the satisfaction of the City Engineer or designee.
 - 2. 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 Special Events Sergeant 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 code 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.

3. 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 Special Events Sergeant 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 JRFP.
 - 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 code 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.

4. 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 Special Events Sergeant 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 code 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.

5. CityFair (CF)

EXHIBIT A

- 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 give the Foundation first right to schedule Waterfront Park for exclusive use for three consecutive event weekends beginning Memorial Day weekend
 - b. PP&R will apply the "Cap", a maximum total fee that they will charge the Foundation for CF, as per City Code 20.08.040. Actual Waterfront Park rental fees exceed the Cap when Foundation and PP&R mutually agree on discounted rental rates for additional live event days at Waterfront Park. As of 2012, this applies to Memorial Day Weekend where PP&R and Foundation have agreed to a discounted weekend rate above the Cap.
 - c. 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, 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 within four days of their last event. The Foundation is allowed to begin setting up 15 days prior to their first event day. Only 11 of the 15 days in the park are considered to be within the Cap. Any additional days are considered outside the Cap and are considered on a case by case basis per Portland Parks and Recreation policy at the time of permit issuance.
- v. Discuss with Portland Parks and Recreation's onsite supervisor any departure from approved site plans prior to setup.

B. Other Permitting Processes

1. Rose Cup Races (RCR)

a. City of Portland:

- i. PP&R will work with Foundation staff to coordinate physical support services for RCR and issue special use permits for the use of the Portland International Raceway.
- ii. Fire and Rescue will provide emergency apparatus standby.
- iii. 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.

b. The Foundation will:

- i. Request necessary permits and ordinances in a timely fashion.
- ii. Pay the assessed fees associated with permits.
- iii. Ensure an adequate number of volunteers and staff are working RCR and setting and cleaning up.

2. 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.

3. 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.
- 4. 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.
 - 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.
- 5. 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.
- 6. Rock 'n' Roll Half Marathon
 - a. This event is considered a jointly event and will follow the City's protocol for special event full cost recovery.
- 7. Other 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.

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 repairs to PP&R facilities, for an amount totaling \$169,549.
3. Noise variance permits associated with major events, for an amount totaling \$2,889.
4. Portland Fire and Rescue permit and standby fees, for an amount totaling \$2,889.
5. Fees associated with the Rose Garden Store, for an amount totaling \$109,345.
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

Additional pledges to the City at the Foundation's sole discretion, including \$100,000 towards the long term turf restoration project of Waterfront Park and \$3,898 towards the David Campbell Memorial.

On an annual basis, the City absorbs the cost of approximately \$452,600 in services and appropriations for*;

1. Portland Police estimate \$104,600 in support services.
2. Portland Bureau of Transportation estimate \$253,000 in support services.
3. Special appropriations in an amount totaling \$95,000.

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 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 2012 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

This Understanding shall continue indefinitely unless terminated by mutual written consent of the parties. Mutual written consent means that both a majority of the Portland Rose Festival Foundation Board of Directors and a majority of the City Council authorize the termination of this Understanding. If one party wishes to terminate the MOU, they must give the other party 180 days 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 agree 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 _____ day of _____, 2012.

CITY OF PORTLAND

PORTLAND ROSE FESTIVAL FOUNDATION

Name: Sam Adams
Title: Mayor, City of Portland

Name: Jeff Curtis
Title: Chief Executive Officer

APPROVED AS TO FORM:

City Attorney