

GRANT AGREEMENT NO. 32001271

This Grant Agreement ("Agreement") is between the CITY OF PORTLAND, OREGON ("CITY" or "GRANTOR") and TRACK TOWN EVENTS, LLC ("TTE" or "GRANTEE") in an amount not to exceed \$1,930,459. This Agreement may refer to the CITY and GRANTEE individually as a "Party" or jointly as the "Parties."

RECITALS:

1. GRANTEE is a non-profit organization committed to setting a standard of excellence in track and field sports by hosting premier events, creating a supportive environment for elite athletic performances, improving facilities and inspiring the next generation of track and field athletes and fans.
2. GRANTEE successfully organized the 2014 International Association of Athletics Federations ("IAAF") World Junior Championships and the 2015 USA Track & Field Outdoor Championships, and is the organizer of the 2016 U.S. Olympic Team Trials for Track & Field.
3. GRANTEE, with support from the City of Portland, submitted a successful bid to the IAAF Council and was named as the organizing entity for the 2016 IAAF World Indoor Track & Field Championships to be held in Portland, Oregon. The Championships and associated events, including the USA Track & Field Indoor Championships, youth and high school track and field educational opportunities and competitions, and public events and activations are collectively known as "Portland 2016" (or the "Event").
4. GRANTEE will oversee Portland 2016 events and activities at the Oregon Convention Center, Moda Center, Pioneer Courthouse Square, and at other locations in Portland, Oregon. The estimated budget to produce Portland 2016 events and activities is \$12 million.
5. Portland 2016 is expected to contribute to the economic vitality of the City of Portland by bringing visitors to the City to utilize hotel rooms and rental cars, which will generate tax revenues for the City. The Event is also expected to generate economic benefits to local restaurants and retail businesses. An economic impact analysis of Portland 2016 prepared by E.D. Hovee & Company, LLC in April 2015, indicates potential economic benefits to the city exceed \$24.2 million.
6. Portland 2016 is expected to benefit Portland's youth by providing specific opportunities to engage with world class athletes and to take part in activities that encourage healthy lifestyles and participation in sports.
7. GRANTEE shall implement industry best practices to make Portland 2016 a highly sustainable event in accordance with the certification process of the Council for Responsible Sport.

8. GRANTEE shall make all reasonable efforts to utilize labor, materials and supplies from within the Portland area (as defined by the U.S. Census Bureau Standard Metropolitan Statistical Area).

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

Pursuant to the above Recitals which are fully incorporated into this Agreement and in consideration of the grant funds provided by CITY, GRANTEE agrees to spend the grant funds to perform the eligible activities described in Exhibit A and Exhibit B to this Agreement, which activities and actions are summarized as follows:

- A. Provide Host City and Host Broadcast sponsorship recognition for the City of Portland.
- B. Create, maintain and utilize a Countdown Clock and implement a variety of event and activation efforts in Pioneer Courthouse Square.
- C. Provide youth engagement activities for Portland's middle and high school students including free ticket allocation to local youth oriented non-profit organizations.
- D. Plan and implement security and emergency preparedness measures, as described in Exhibit B to this Agreement, to ensure the safety of event participants and the general public.
- E. Plan and implement transportation services to ensure efficient and safe movement between event venues for participants and the general public.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity. During the term of this Grant Agreement, GRANTEE shall use its best efforts to mention the City's grant funding in publicity regarding the Event activities that will be supported by the funds. GRANTEE shall use its best efforts to utilize the City's seal and flag, or other identifying marks agreed to by CITY and GRANTEE, on publicity materials, event information and signage, during broadcasts, and for other purposes as may apply. Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by GRANTEE. CITY reserves the right to request GRANTEE clarify CITY's disassociation or non-endorsement of GRANTEE's viewpoints.
- B. Local Contracting. GRANTEE will utilize its best efforts to maximize the use of vendors and contractors from the Portland area (as defined by the U.S. Census Bureau Standard Metropolitan Statistical Area) in the provision of goods, materials, supplies and labor for implementation of Portland 2016.

- C. Sustainability. GRANTEE will utilize its best efforts to implement industry best practices for sustainability and will seek certification of Portland 2016 from the Council for Responsible Sport (CRS). GRANTEE will seek to achieve Gold Medal status from CRS, which means the event earned 75 percent of the total available credits for meeting specific social and environmental criteria for official certification. In addition, GRANTEE will utilize its best efforts to fully participate in existing sustainability programs implemented by the Moda Center and Oregon Convention Center.
- D. Grantee Representative. GRANTEE's authorized representative for this Agreement is Michael Reilly, Manager, Track Town Events, LLC. GRANTEE's designee for day-to-day management of GRANTEE's compliance with the terms of this Agreement is Douglas Obletz of Shiels Obletz Johnsen, Inc.
- E. City Grant Manager. The CITY's Grant Manager for this Agreement is Susan Hartnett, Spectator Facilities and Development Manager, Office of Management and Finance, or such other person as may be designated by CITY in writing.
- F. Billings/Invoices/Payment. The Grant Manager is authorized to approve work, billings, and invoices submitted pursuant to this Agreement and to carry out all other CITY actions referred to herein in accordance with this Agreement.
- G. Reports. No later than forty-five (45) days following the Event, GRANTEE will complete and submit to the Grant Manager a Final Report describing the activities and actions required of GRANTEE under this Agreement. The Final Report will include:
 - 1. A detailed summary of indicators of success for the Event including but not limited to total attendance, number and types of activities geared toward youth engagement and numbers of participants in those activities, number and type of broadcast and sponsorship placements, number and types of free events at Pioneer Courthouse Square and attendance at those events.
 - 2. A detailed summary of GRANTEE'S efforts to use vendors and contractors from the Portland area (as defined by the U.S. Census Bureau Standard Metropolitan Statistical Area) in the provision of goods, materials, supplies and labor for implementation of Portland 2016, including a list of vendors and contractors utilized.
 - 3. A narrative description of GRANTEE's efforts and degree of success in achieving Gold Medal status from the Council for Responsible Sport for Portland 2016.
 - 4. An accounting of how City grant funds were utilized for eligible activities and actions, and a reconciliation of expenditures involving City grant funds.

CITY reserves the right to request additional documentation to evaluate if GRANTEE's expenditure of grant funds complied with the Agreement, and may

request interim reports or information on the progress of activities and actions required from GRANTEE.

III. PAYMENTS

- A. The CITY's financial contribution to Portland 2016 will be the sum of specified "Eligible Expenses - City of Portland Bureaus" and "Eligible Expenses – Track Town Events, LLC", as shown in Exhibit A to this Agreement, and shall not to exceed \$1,930,459.
- B. Payments to GRANTEE will be made for activities and actions consistent with Exhibit A and Exhibit B to this Agreement and for expenses incurred to undertake those activities and actions.
- C. The CITY's financial contribution to Portland 2016 shall be allocated to CITY bureaus and GRANTEE as follows:
 - 1. Through the City's annual budgeting processes, the Grant Manager will assure that the necessary and appropriate budget adjustments are completed to allocate funds to CITY bureaus for "Eligible Expenses - City of Portland Bureaus" as described in Exhibit A, except for amounts labeled "Contingency", which contingency amounts will be held in reserve until after the Event is completed.
 - 2. The allocation of funds to CITY bureaus for Security and Transportation, including contingency amounts, shall not exceed the amounts indicated in Exhibit A unless a change in the scope of CITY services is requested by the GRANTEE or is necessitated by certain changed circumstances such as an increase in the Event threat assessment as determined by IAAF. Any change in the allocation of funds for these services shall require an amendment to this Agreement and shall not increase the CITY's total financial contribution.
 - 3. Notwithstanding Paragraph C.2 above, if GRANTEE receives funds for Security and/or Transportation, as described in Exhibit A and Exhibit B, from a third-party public agency or other entity, and such funds are paid to the CITY, either directly or through GRANTEE, CITY and GRANTEE shall amend this Agreement and its Exhibit A to re-allocate an equivalent amount from Security and/or Transportation to other "Eligible Expenses – Track Town Events, LLC" described in Exhibit A.
 - 4. Following the expense reconciliation described in Section E. below, the Grant Manager will assure that the necessary and appropriate budget adjustments are completed to allocate "Contingency" amounts to CITY bureaus or to the GRANTEE. Any unspent "Contingency" amounts shall be re-allocated to other "Eligible Expenses – Track Town Events, LLC".
- D. GRANTEE may apply the total TTE allocation for each Program Category listed in Exhibit A to any Sub Item within that category. An amendment to this

Agreement is required to shift grant fund allocations between Program Categories.

- E. GRANTEE will receive grant funds as follows:
1. Upon the Grant Agreement effective date, GRANTEE will submit an invoice for 30% of the total amount of "Eligible Expenses – Track Town Events, LLC" as shown in Exhibit A.
 2. GRANTEE will submit two (2) additional invoices each for 30% of the total amount of "Eligible Expenses – Track Town Events, LLC" dated on or after November 15, 2015 and on or after January 15, 2016.
 3. Each of the invoices will include a description of actions and activities undertaken to implement the Event in the period since the prior invoice. The Grant Manager may request an accounting of TTE expenses incurred to undertake those activities and actions prior to approving the invoices.
 4. No later than twenty (20) days following the Event's conclusion, the Grant Manager will obtain final costs for "Eligible Expenses - City of Portland Bureaus" from the CITY bureaus. Based upon the CITY bureaus' use of funds allocated to Security and Transportation "Contingency" items, if any, the Grant Manager will reconcile the Security and Transportation expense estimates to determine the total amount of remaining grant funds and their allocation to CITY bureaus and GRANTEE.
 5. No later than thirty (30) days following the Event, the Grant Manager will provide GRANTEE with a reconciliation report indicating the total amount of remaining grant funds to be included in GRANTEE's final invoice. The reconciliation report shall assure that 100% of the CITY's financial contribution to Portland 2016 is fully expended.
 6. Within fifteen (15) days of receiving the reconciliation report, GRANTEE will submit a final invoice for the amount specified in the reconciliation report. The final invoice will detail total expenditures for "Eligible Expenses – Track Town Events, LLC" and total funds received from CITY. The Final Report described in Section II. G above shall be submitted at the same time as the final invoice.
- F. All Grant payments shall be made on a net 30 days basis by the CITY. Grant payments under this Agreement may be used only to provide the services or take the actions described in this Agreement and shall not be used for any other purpose.
- G. If for any reason GRANTEE receives a grant payment under this Agreement and does not use grant funds, provide required work or services or perform as required by the Agreement, then CITY may at its option terminate this Agreement, reduce or suspend any grant funds that have not been paid, require GRANTEE to immediately refund to CITY the amount improperly expended, return to CITY any unexpended grant funds received by GRANTEE, require GRANTEE to fully refund any or all grant funds received, or any combination thereof.

- H. If applicable, GRANTEE will keep vendor receipts and evidence of payment for materials and services, time records, payment for program wages/salaries and benefits. All receipts and evidence of payments will be promptly made available to the Grant Manager or other designated persons, upon request. At a minimum, such records shall be provided in support of the Final Report.

IV. GENERAL PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY in writing of GRANTEE's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of the cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished work product prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed under this Agreement up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all unexpended grant funds tendered under this Agreement and may decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement.

Alternatively, CITY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.

- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. If GRANTEE's anticipated services or actions are terminated, discontinued or interrupted due to cancellation of Event or its relocation outside of the City of Portland, GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The CITY's Chief Administrative Officer (CAO) is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk or obligations. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by CITY setting forth the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this paragraph in all of the other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.
- I. Maintenance of and Access to Records. GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE's

performance of work or services for four (4) years after CITY makes final grant payment or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.

- J. Audit. CITY, at its sole cost and expense, may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- K. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- L. Insurance. GRANTEE shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
 - 1. Workers' Compensation Insurance. GRANTEE, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
 - 2. Commercial General Liability Insurance. GRANTEE shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
 - 3. Automobile Liability Insurance. GRANTEE shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

4. Additional Insured. The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the GRANTEE's or its contractor's and subcontractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
 5. Continuous Coverage; Notice of Cancellation. GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
 6. Certificate(s) of Insurance. GRANTEE shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY at execution of the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.
- M. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the General Provisions Paragraphs H, K and Q as specified in this Agreement. In addition, for contracts of \$100,000 or more, GRANTEE shall require contractors to fulfill all obligations of the General Provisions Paragraph L as specified in this Agreement. However, GRANTEE shall remain obligated for

full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.

- N. Independent Contractor Status. GRANTEE, and its contractors and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- O. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- P. Oregon Law and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- Q. Compliance with Law. GRANTEE and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax exempt status during this Agreement. GRANTEE shall be EEO certified by CITY in order to be eligible to receive grant funds.
- R. Severability. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- S. Merger. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- T. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but is not limited to, on site visits, telephone interviews and review of required reports and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing

the work, services or obligations required by this Agreement in accordance with its terms and conditions.

- U. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement and it may only be enforced by the Parties.
- V. Electronic Transaction; Counterparts. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- W. Notices. All notices under this Grant Agreement shall be sent to GRANTEE at the following address:

Michael Reilly, Manager
Track Town Events, LLC
c/o TrackTown USA
PO Box 11141
Eugene, OR 97440
Phone: (541) 343-6129
Email: michael.reilly@gotracktownusa.com

With a copy to:

Douglas L. Oblatz
Shiels Oblatz Johnsen, Inc.
1140 SW 11th Avenue, Suite 500
Portland, OR 97205
Phone: 503-242-0084
Fax: 503-299-6769
Email: doug@sojpdex.com

And to the CITY at the following address:

Susan Hartnett, Spectator Facilities and Development Manager
Office of Management and Finance
1120 SW Fifth Ave, Room 1250
Portland, OR 97204
Phone: 503-823-6958
Email: susan.hartnett@portlandoregon.gov

With a copy to:

Office of City Attorney
1121 SW Fourth Ave, Room 430
Portland, OR 97204
Phone: 503-823-6016
Email: Franco.Lucchin@portlandoregon.gov

V. TERM OF GRANT

The terms of this Agreement shall be effective when an ordinance is passed by City Council and the Agreement is executed by all the Parties, as shown by the authorized signatures below, and shall remain in effect during any period for which GRANTEE has received grant funds or when obligations are due from GRANTEE.

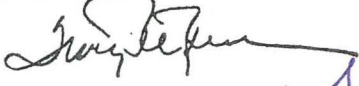
This Grant Agreement and all work by GRANTEE shall terminate no later than June 30, 2016, unless amended.

CITY OF PORTLAND**GRANTEE**_____
Mayor Charlie Hales_____
Michael Reilly, Manager
Track Town Events, LLC

Date: _____

Date: _____

APPROVED AS TO FORM
Approved as to Form



CITY ATTORNEY Joel
Office of City Attorney

Date: 9-23-15

GRANT AGREEMENT NO. 32001271 - EXHIBIT A
PORTLAND 2016 ELIGIBLE EXPENSES AND ESTIMATED ALLOCATION OF FUNDS

PROGRAM CATEGORY	SUB-ITEM	ELIGIBLE EXPENSES - TRACK TOWN EVENTS, LLC	ESTIMATED AMOUNT TO TTE	ELIGIBLE EXPENSES - CITY OF PORTLAND BUREAUS	ESTIMATED AMOUNT TO CITY BUREAUS	TOTAL ESTIMATED COST
1.0 WORLD CHAMPIONSHIP HOST CITY SPONSORSHIP						
	1.1	Recognition of City sponsorship in printed collateral	\$ 200,000			
	1.2	City identification placement on all competitor's bib numbers	Included above			
	1.3	City sponsorship placement on signage board at Oregon Convention Center and Moda Center	Included above			
	1.4	Recognition of City sponsorship in commemorative program (full page ad)	Included above			
	1.5	Recognition of City sponsorship on Outdoor Advertising	Included above			
	1.6	City identification placement on streetlight banners	Included above			
	1.7	City identification placement on transit vehicle wraps	Included above			
	1.8	Mayor's Welcome Reception	Included above			
CATEGORY TOTAL			\$ 200,000		\$ -	\$ 200,000
2.0 EVENT COUNTDOWN CLOCK IN PIONEER SQUARE						
	2.1	Create and maintain a Countdown Clock and utilize the clock to promote Portland 2016 in Pioneer Square	\$ 100,000			
	2.2	Provide exclusive recognition of "City of Portland, Oregon" on multiple faces of clock base	Included above			
CATEGORY TOTAL			\$ 100,000		\$ -	\$ 100,000
3.0 SECURITY:						
	3.1	Public and participant safety, crowd management and asset protection services at all venues provided by private contractors and other activities as outlined in Exhibit "B".	\$ 154,879	Public and participant safety at all venues (including Pioneer Square, Moda Center, OCC and hotels) provided by public agencies and other activities as outlined in Exhibit "B".	\$ 461,000	
	3.2	Costs associated with event-wide accreditation services	Included above	Public and participant safety at all venues - Contingency	\$ 100,000	
CATEGORY TOTAL			\$ 154,879		\$ 561,000	\$ 715,879
4.0 WORLD CHAMPIONSHIP HOST BROADCAST SPONSORSHIP:						
	4.1	Recognition of City sponsorship on international broadcasts	\$ 200,000			
	4.2	Placement and airing of PSAs and ads for City of Portland/Travel Portland, if allowed by IAAF and broadcast entities	Included above			
	4.3	Inclusion of City of Portland sights and landmarks in the Opening/Closing sequence graphics and videos	Included above			
CATEGORY TOTAL			\$ 200,000		\$ -	\$ 200,000
5.0 EVENT CO-SPONSOR FOR PIONEER SQUARE ACTIVATION:						
	5.1	Venue infrastructure, including planning and design costs, permits, tents, stages, lighting, sound systems, crowd control, equipment for youth activations, special graphical imagery and signage	\$ 450,000			
	5.2	Free access for all (except during Closing Event and Athlete Party)	Included above			
	5.3	Implementation of youth activations, including track and field simulations	Included above			
	5.4	CC Television Linkage to OCC/Video Highlights/"Up Close and Personals"	Included above			
	5.5	Medaling Ceremonies	Included above			
	5.6	Athlete/Fan Engagement	Included above			
	5.7	Entertainment, including live music	Included above			
	5.8	Ticket Exchange Center	Included above			
CATEGORY TOTAL			\$ 450,000		\$ -	\$ 450,000

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 PORTLAND 2016 ELIGIBLE EXPENSES AND ESTIMATED ALLOCATION OF FUNDS

PROGRAM CATEGORY	SUB-ITEM	ELIGIBLE EXPENSES - TRACK TOWN EVENTS, LLC	ESTIMATED AMOUNT TO TTE	ELIGIBLE EXPENSES - CITY OF PORTLAND BUREAUS	ESTIMATED AMOUNT TO CITY BUREAUS	TOTAL ESTIMATED COST
6.0 EVENT CO-SPONSOR FOR YOUTH ENGAGEMENT:						
	6.1	Youth (middle/high school) participation in Pole Vault Festival at Moda Center on 3/17/16	\$ 100,000			
	6.2	Youth (middle/high school) participation and engagement at OCC on 3/18/16-3/20/16, including relay races on the 200M track and infield	Included above			
	6.3	Middle school field trips to OCC and opportunities to run on the 200 Meter track or infield	Included above			
	6.4	Provide an allocation of free tickets for distribution to youth organizations and agencies	Included Above			
CATEGORY TOTAL			\$ 100,000		\$ -	\$ 100,000
7.0 WORLD CHAMPIONSHIP TRANSPORTATION:						
	7.1			PBOT Staff Support (Labor) for preparation of traffic plans; participating in event planning sessions; oversight of traffic plan implementation	\$ 71,084	
	7.2			PBOT Staff Support (Labor) - Contingency for above services	\$ 14,216	
	7.3	Permit Fees ; Street use fees; on-street parking removal; loading zone use; parking meter usage fees; lane closures fees; SmartPark parking garage space rental	\$ 12,621			
	7.4	Permit Fees - Contingency for above expenses	\$ 2,524			
	7.5	Traffic Control (Contractor)	\$ 53,446			
	7.6	Traffic Control (Contractor)-Contingency	\$ 10,689			
CATEGORY TOTAL			\$ 79,280		\$ 85,300	\$ 164,580
TOTAL			\$ 1,284,159		\$ 646,300	\$ 1,930,459

GRANT AGREEMENT NO. 32001271 - EXHIBIT B

PORTLAND 2016
ALLOCATION OF SECURITY PROGRAM RESPONSIBILITIES
BETWEEN PORTLAND POLICE BUREAU (PPB) AND GRANTEE

PPB RESPONSIBILITIES	GRANTEE RESPONSIBILITIES
Public security duration is March 10-22, 2016	Eligible security activities duration is February 25-March 22, 2016
Security sweep of venues, as required	Asset protection
Police presence at interior and exterior of all venues	Accreditation management and access control to interior of venues
Police presence at screening locations at all venues	Private security presence at all venues
Emergency management plan preparation	Venue access control infrastructure
Police presence at hotels and training venue	Roving security/spectator and crowd management services
Police presence at Mayor's Reception and Welcome Dinner	Specialized training for GRANTEE'S contractors
Police presence for MAX service between Downtown and Rose Quarter/OCC (by Transit Police)	Preparation of security aspects of venue management plans
Other specialized security measures	Equipment and staffing for security wanding of spectators at venues, if required
Deployment of crowd management infrastructure at exterior of venues, if required	Venue access management
Access control along major streets at OCC	Crowd management infrastructure for transit platforms for boarding of athletes and IAAF Family
Escort for Opening Ceremony parade	On-going coordination with PBB and other security agencies
Escort for medaling ceremony convoys	
Backgrounds checks, as required	
As lead public safety agency, provide on-going coordination with GRANTEE, other City bureaus engaged in emergency services and coordination, and other security agencies	

Notes:

1. Private security levels will be determined by GRANTEE in consultation with PPB.
2. Any changes to scope of personnel or equipment will be mutually agreed upon. If additional specialized security equipment/personnel are required, or the Event threat assessment as determined by IAAF increases, PPB will attempt to source additional resources through mutual aid agreements. If the need cannot be met through such agreements, and costs are incurred, the first source of funding will be PPB's Security contingency. If such contingency funds are expended for other purposes, as provided in the Agreement, GRANTEE may share in costs and such costs will be an eligible reimbursable cost within GRANTEE'S allocation of security funds.