

BEFORE THE INTERNAL AFFAIRS COMMITTEE OF THE
METROPOLITAN SERVICE DISTRICT

FOR THE PURPOSE OF AUTHORIZING A) RESOLUTION NO. 88-1003
CONTRACT WITH PORTLAND'S FINEST,)
INC. TO SUPPORT THE INTERNATIONAL) Introduced by Rena Cusma,
ASSOCIATION OF CHIEFS OF POLICE) Executive Officer
CONVENTION IN PORTLAND OCTOBER 12,)
1988, THROUGH OCTOBER 20, 1988)

WHEREAS, In April 1987 the region faced losing the opportunity to host the International Association of Chiefs of Police Convention for lack of public support; and


WHEREAS, The Council of the Metropolitan Service District in April 1987 authorized the Metro Executive to commit to \$70,000 to Portland's Finest, Inc., the hosts of the International Association of Chiefs of Police Convention on certain conditions; and

WHEREAS, Portland's Finest, Inc. has identified that it needs only \$35,000 of the \$70,000 originally committed; now, therefore,

BE IT RESOLVED,

That the Internal Affairs Committee of the Metropolitan Service District authorizes the Executive Officer to enter into a contract with Portland's Finest, Inc. to support the International Association of Chiefs of Police Convention in the form attached hereto, and for an amount of \$35,000.

ADOPTED by the Internal Affairs Committee of the Metropolitan Service District this 27th day of October, 1988.


Mike Ragsdale, Presiding Officer

CONTRACT

THIS Contract is entered into between the METROPOLITAN SERVICE DISTRICT, a municipal corporation, whose address is 2000 S. W. First Avenue, Portland, Oregon 97201-5398, hereinafter referred to as "METRO," and PORTLAND'S FINEST, INC., whose address is 1111 S. W. Second Avenue, Suite 1526, Portland, Oregon 97204, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in the Scope of Work attached hereto as Attachment A. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II

TERM OF CONTRACT

The term of this Contract shall be for the period commencing April 16, 1987, through and including October 31, 1988.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied in the amount of \$35,000.00.

ARTICLE IV

LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all lia-

bility for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors. Nothing in this Contract shall create any contractual relationship between any subcontractor and METRO.

ARTICLE V

TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI

INSURANCE

CONTRACTOR shall maintain such insurance as will protect CONTRACTOR from claims under Workers' Compensation Acts and other employee benefits acts covering all of CONTRACTOR's employees engaged in performing the work under this Contract; and from claims for damages because of bodily injury, including death and damages to property, all with coverage limits satisfactory to METRO. Liability insurance shall have minimum coverage limits of at least the dollar amounts listed in ORS 30.270. Additional coverage may be required in the Scope of Work attached hereto. This insurance must cover

CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them. CONTRACTOR shall immediately increase the amounts of liability insurance required to reflect any changes in Oregon Law so that the insurance provided shall cover, at a minimum, the maximum liability limits under the Oregon Tort Claims Act.

If required in the Scope of Work attached hereto, CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

CONTRACTOR shall not be required to provide the liability insurance described in this Article if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

ARTICLE VII

PUBLIC CONTRACTS

CONTRACTOR shall comply with all applicable provisions of ORS Chapters 187 and 279 and all other conditions and terms necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Contract. CONTRACTOR acknowledges receipt of copies of ORS 187.010-.020 and 279.310-.430.

ARTICLE VIII

ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

ARTICLE IX

OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

ARTICLE X

RIGHT TO WITHHOLD PAYMENTS

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XI

SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services

being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XII

INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XIII

ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

PORTLAND'S FINEST, INC.

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DBC/sm-0253D/527

ATTACHMENT A

SCOPE OF WORK

The Contractor shall perform, or cause to be performed, the following services:

Contractor shall host and conduct a successful convention for the International Association of Chiefs of Police in Portland, Oregon from about October 12, 1988, to October 20, 1988.

0253D/527

Agenda Item No. 1

Meeting Date Oct. 27, 1988

STAFF REPORT

CONSIDERATION OF EXECUTION OF CONTRACT WITH PORTLAND'S FINEST, INC. FOR THE PURPOSE OF SUPPORTING THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE CONVENTION IN PORTLAND OCTOBER 12, 1988, THROUGH OCTOBER 20, 1988.

RESOLUTION NO. 88-1003

DATE: OCTOBER 27, 1988

PRESENTED BY: DON ROCKS

FACTUAL BACKGROUND AND ANALYSIS

PROPOSED ACTION

That the Council authorize the payment of \$35,000 to Portland's Finest, Inc. to be used to defray expenses associated with hosting the International Association of Chiefs of Police 95th Annual Conference.

BACKGROUND

At a critical juncture in Portland's plannings as host of the IACP National Conference, Mayor Clark was persuaded to un-invite the IACP because out-of-city-pocket costs associated with being host city were judged unaffordable.

Metro subsequently offered an agency contribution of up to \$70,000 to save the IACP Conference. The money was budgeted in the Convention Center Management Fund under Miscellaneous Professional Services.

The dollars were made available by Multnomah County's amending its hotel/motel tax ordinance to permit this one time contribution.

The Council by consensus at its meeting of April 14, 1987 granted the Executive Officer "flexibility in negotiating with the Mayor to offer resources, staff or space as appropriate."

The Executive Officer's letter of April 16, 1987 (attached) offered up to \$70,000 of hotel/motel funds to defray conference expenses conditional upon appropriate approvals, and noting that the monies would be disbursed "on an as needed basis.." The attendant media coverage of the Metro pledge was swift, strong and roundly lauded.

To date, none of the funds have been disbursed. The IACP Coordinating Committee (Portland's Finest, Inc.) at an earlier meeting inquired about the mechanics of releasing some or all of the funds and decided to wait so as not to be placed in a position of returning money to Metro if the sum advanced exceeded what was needed when a final accounting of monies contributed and monies spent was completed after the convention was concluded. No other jurisdiction or pledge source placed similar conditions upon its contribution.

More recent discussions have explored amending the original Metro conditions to permit an outright gift of \$35,000. Chief Walker's letter of October 3, 1988 outlines the fact that the original estimated cash need of \$650,000 has grown to some \$780,000 in actual and anticipated expenses and requests Council action to release \$35,000 in total with no later claim to additional sums.

With Council approval, the remaining \$35,000 would remain where budgeted and be carried over or could be transferred to other purposes consistent with the agreement with Multnomah County that controls how hotel/motel tax monies may be expended.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 88-1003.



October 3, 1988

Mr. Don Rocks
Metropolitan Service District
2000 S.W. First Avenue
Portland, Oregon 97201

Dear Don:

In April, 1987, Metropolitan Service District responded to a critical need and offered financial assistance to help us host the IACP Conference. At that time the budgets were estimated to be approximately \$650,000. Since that time, we have been able to establish firm budgets which total some \$780,000. As you know, we have obtained funding from the city, state and various private sources to allow us to host this event.

At this time, I am requesting Metro to provide a cash donation of \$35,000 to round out the support we need to successfully complete the conference. With the exposure that the metropolitan area and the State of Oregon will receive with regard to this conference, it is important that we handle every detail in a manner which does nothing less than make this great city and beautiful state shine.

Therefore, the support of Metropolitan Service District to complete our funding source is very important. I would appreciate your action as soon as possible. Please feel free to contact myself or Deputy Chief Dan Noelle at 796-3000 if we can provide any additional information.

Very truly yours,

RICHARD D. WALKER
Chief of Police

RDW/vah



METRO

2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

Memorandum

Date: April 15, 1987

To: Metro Councilors
Executive Officer
Interested Staff

From: Marie Nelson, Clerk of the Council *amm*

Regarding: COUNCIL ACTIONS OF APRIL 14, 1987
(Special Council Meeting)

Agenda Items

M/S
Z
Resolution No. 87-756, Accepting the March 31, 1987, Special Election Abstract of Votes of the Metropolitan Service District for Ballot Measure 26-1 (Zoo Serial Levy)

Question of Council position regarding Mayor Bud Clark's recent announcement to cancel plans for the Policy Officers' Convention in Portland

Hearing in Washington County regarding the west transfer and recycling center

Action Taken

Adopted (DeJardin/Bonner; 7/0 vote)

Consensus the Mayor should be encouraged to reverse his decision and that the Executive Officer have flexibility in negotiating with the Mayor to offer resources, staff or space as appropriate

Councilor DeJardin designated to represent the Council at the hearing



2000 S.W. First Avenue
Portland, OR 97201-5398
503/221-1646

April 16, 1987

The Honorable J.E. "Bud" Clark
Mayor, City of Portland
1220 S.W. 5th Avenue
Portland, Oregon 97204

Dear Bud:

I believe it is terribly important to future marketing efforts of the Oregon Convention Center that conventions such as the International Association of Chiefs of Police (IACP) be held in our region. I will support cooperative efforts to see that this convention comes to Portland in 1988.

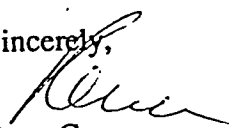
I understand that the costs estimated to hold this convention are preliminary and will be refined, but appear to aggregate to approximately \$650,000 in both hard and soft costs. Funds will be raised to cover this, and these funds will be coordinated by a committee. I accept your invitation to serve as a member of this coordinating committee.

Because of the importance of this issue, I am prepared to recommend that up to \$70,000 of hotel/motel funds we are currently planning to budget for convention center promotion in FY 87-88/89 be made available for the IACP convention, subject to the following conditions:

1. The approval of the Metro Council.
2. The concurrence of the Multnomah County Commission.
3. Sale of Metro's Convention Center Bonds, and commitment of other capital financing for the project (LID and State funds).
4. Disbursement of the Funds on an as needed basis as determined by the coordinating committee.

I am pleased to help you bring this important convention to Portland.

Sincerely,


Rena Cusma
Executive Officer

cc: Gladys McCoy
Mike Ragsdale
Dick Waker

Metro Council

Richard Waker
Presiding Officer
District 2

Jim Gardner
Deputy Presiding
Officer
District 3

Mike Ragsdale
District 1

Corky Kirkpatrick
District 4

Tom DeJardin
District 5

George Van Bergen
District 6

Sharron Kelley
District 7

Mike Bonner
District 8

Tanya Collier
District 9

Larry Cooper
District 10

David Knowles
District 11

Gary Hansen
District 12

Executive Officer
Rena Cusma