

BEFORE THE METRO CONTRACT REVIEW BOARD

FOR THE PURPOSE OF AUTHORIZING )  
AN EXEMPTION TO THE METRO CODE, ) RESOLUTION NO. 93-1791  
CHAPTER 2.04.060, PERSONAL SERVICES )  
CONTRACTS SELECTION PROCESS, AND )  
AUTHORIZING A SOLE-SOURCE ) Introduced by Rena Cusma,  
CONTRACT WITH THE PORTLAND, ) Executive Officer  
OREGON VISITOR'S ASSOCIATION FOR )  
SPONSORSHIP OF AN EVENT TO )  
EMPHASIZE REDUCE, REUSE, RECYCLE )  
AND SUPPORT OF RECYCLED PRODUCT )  
PURCHASES, MAY 3-5, 1993 )

WHEREAS, Metro supports promotional events that provide educational activities for the public concerning waste reduction and recycling; and

WHEREAS, The Portland/Oregon Visitors Association (POVA) represents and promotes the Portland/Oregon business visitor industry and has planned a May 5, 1993 seminar to coincide with National Tourism Week; and

WHEREAS, The goal of the seminar is to educate visitor industry related businesses in the areas of waste reduction and recycling; and the Ecotourism seminar has the potential to favorably impact, both locally and nationally, how Metro's waste reduction and recycling efforts are perceived; and

WHEREAS, The Portland/Oregon Visitors Association has requested that Metro be a sponsor of this seminar, providing a direct contribution of \$5,000 financial assistance for program costs; and

WHEREAS, POVA, as representative for the business visitor industry, is the most appropriate organization to perform the services as outlined in the contractual scope of work; and

WHEREAS, The Executive Officer has reviewed the contract with the Portland/Oregon Visitors Association for the waste reduction seminar, scheduled for May 3-5, 1993, and hereby recommends Council approval; now therefore,

BE IT RESOLVED, That The Metro Contract Review Board hereby exempts the attached contract (Exhibit "A" hereto) with the Portland/Oregon Visitors Association from the

competitive proposal requirement pursuant to Metro Code Chapter 2.04.060 because the Board finds the Portland/Oregon Business Association the sole provider of the required service.

ADOPTED by the Metro Contract Review Board this 8th day of April, 1993.

  
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Judy Wyers, Presiding Officer

Project: Eco Tourism Seminar

Contract No:

902982

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 2000 S.W. First Avenue, Portland, OR 97201-5398, and The Portland, Oregon Visitor's Association (POVA), referred to herein as "Contractor," located at Three World Trade Center, 26 SW Salmon, Portland, OR, 97204-3299.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration. This personal services agreement shall be effective May 3, 1993, and shall remain in effect until and including May 5, 1993, unless terminated or extended as provided in this Agreement.

2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

3. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed FIVE THOUSAND AND NO/100THS DOLLARS (\$5,000).

4. Insurance.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and

(2) Automobile bodily injury and property damage liability insurance.

b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

c. Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to Metro 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017,

which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless 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 Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. 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 that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to

## STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 93-1791 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO THE METRO CODE CHAPTER 2.04.060, PERSONAL SERVICES CONTRACTS SELECTION PROCESS, AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH THE PORTLAND/OREGON VISITOR'S ASSOCIATION FOR SPONSORSHIP OF AN EVENT TO EMPHASIZE REDUCE, REUSE, RECYCLE, AND SUPPORT OF RECYCLED PRODUCTS PURCHASES, MAY 3-5, 1993.

Date: March 29, 1993

Presented by: Debbie Gorham

### PROPOSED ACTION

Adoption of Resolution No. 93-1791 would authorize an exemption to competitive contract procedures and authorize the execution of the attached personal services contract (attachment A) with the Portland/Oregon Visitors Association. The contract will provide services to develop and hold a waste reduction seminar for visitor industry related businesses. The seminar will include waste reduction cases studies, speaker recommendations for industry specific waste reduction activities and a session promoting purchase of recycled products.

### FACTUAL BACKGROUND

The Portland/Oregon Visitors Association (POVA) is the membership organization for 900 local, regional and state wide visitor related businesses. POVA is a nonprofit business organization whose responsibility is two fold: 1) market the metropolitan Portland/Oregon area as a site for meetings, conventions, and pleasure travel; and, 2) support the development of Portland/Oregon's visitor related industry through membership and industry education programs.

POVA has elected to take advantage of National Tourism Week to promote an Eco Tourism Seminar. The emphasis of this May 5th, 1993 seminar will be to inform and educate Portland and Oregon visitor industry businesses on how to become more environmentally responsible.

POVA's keynote speakers include Mr. Tedd Saunders of the Boston Park Plaza Hotel and Ms. Liz Kay, Mr. Saunders' partner in a consulting company called Eco Solutions. POVA selected the speakers because of their knowledge of visitor related industries and their practical experience offering waste reduction strategies to group.

Mr. Saunders' book entitled "The Bottom line of Green is Black", will be released in May 1993. His expertise in visitor related industries has been recognized in a recent article from USA Today.

POVA's seminar schedule has several different components. Mr. Saunders and Ms. Kay will spend two days doing environmental assessments of visitor businesses in the Portland area. The evening of the second day, Mr. Saunders will address top management from the POVA business membership and other appropriate organizations to urge support for waste reduction activities within their organizations. The third day will be dedicated to the Eco Tourism seminar. The proposed agenda includes: 1) presentations by Mr. Saunders and Ms. Kay regarding waste reduction activities; 2) luncheon session regarding closing the loop through the purchase of

recycled products; and, 3) presentations by visitor industry businesses that have implemented unique programs in the areas of waste reduction and recycling.

The target audience for the seminar includes business owners and managers, purchasing agents, building engineers, and general management personnel.

Metro was asked to help sponsor the event with a contribution of \$5,000. This contribution will help cover the cost of consultant fees, travel expenses, promotional material development and production. Registration fees of \$40/person be reimbursed to Metro up to \$5,000.

Sponsorship of this type of activity is consistent with Metro's long term objectives. It is an excellent opportunity for Metro to gain increased exposure for the agency and deliver the waste reduction message to the commercial sector which is currently considered a high priority for the agency.

Exemption from the competitive bidding procedures and authorization of a sole source contract is requested because of the Portland/Oregon Visitors Association's status. POVA is a nonprofit organization with a unique function. The organization provides visitor industry education, supports visitor industry development, and promotes meetings and conventions within the metro area.

#### **BUDGET IMPACT**

The Waste Reduction FY 1992-93 budget has the funds, help support the POVA seminar. These monies were originally allocated for a multi-family project that is currently being administered and funded through Portland State University.

#### **EXECUTIVE OFFICER RECOMMENDATION**

The Executive Officer recommends approval of Resolution No. 93-1791.

## ATTACHMENT A

**PROJECT TITLE:** ECOTOURISM SEMINAR  
**CONTRACTOR:** PORTLAND/OREGON VISITORS ASSOCIATION (POVA)  
**PROJECT CONTACTS:** EI SHELDON, DIRECTOR OF TOURISM  
**CONTRACT TERM:** MAY 3, 1993 - MAY 5, 1993  
**CONTRACT AMOUNT:** \$5,000

### SCOPE OF WORK

The contractor will schedule, plan, and stage a public event to emphasize waste reduction and recycling to be offered as part of a seminar scheduled for Wednesday, May 5, 1993. The seminar agenda will include: 1) presentations regarding waste reduction strategies for visitor industry businesses; 2) closing the loop through the purchase of recycled products; and, 3) presentations by visitor industry businesses that have implemented unique programs in the areas of waste reduction and recycling.

**The Contractor shall be responsible for the following:**

1. Develop the seminar agenda, select the speakers, and organize the event.
2. Work with Metro in their development of promotional and marketing materials for the seminar.
3. Mail and distribute all promotional materials.
4. Market the seminar to its membership, targeted area associations, and related business interests.
5. Select and secure the location for the seminar. Arrangements should be made prior to the event to include recycling, if feasible, for seminar participants. The seminar agenda and organization should exemplify responsible environmental planning.
6. Oversee, manage and make all arrangements related to the seminar's speakers.
7. Manage all seminar registration and fee collection.
8. Provide a written summary of the event; to include number and description of participants; list of speakers, their organization and topic; examples of advertising and promotional activities; and, general assessment of the seminar's success.

9. Provide a detailed accounting of revenues and expenses and will reimburse Metro for revenues over expenses up to the \$5,000 provided.

**Metro will be responsible for the following:**

**Payment:** Payment shall be made in a lump sum payment of \$5,000 upon execution of contract and receipt of invoice from the contractor. Contractor shall provide Metro with an expense summary sheet following the event.



**SOLID WASTE COMMITTEE REPORT**

CONSIDERATION OF RESOLUTION NO. 93-1791, FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO THE METRO CODE, CHAPTER 2.04.060, PERSONAL SERVICES CONTRACTS SELECTION PROCESS, AND AUTHORIZING A SOLE-SOURCE CONTRACT WITH THE PORTLAND OREGON VISITOR'S ASSOCIATION FOR SPONSORSHIP OF AN EVENT TO EMPHASIZE REDUCE, RECYCLE AND SUPPORT OF RECYCLED PRODUCT PURCHASES

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Date: April 8, 1993

Presented by: Councilor Washington

**Committee Recommendation:** At the April 6 meeting, the Committee voted 4-0 to recommend Council adoption of Resolution No. 93-1791. Voting in favor: Councilors Buchanan, McFarland, Washington and Wyers. Councilor McLain was excused.

**Committee Issues/Discussion:** Debbie Gorham, Solid Waste Reduction Manager, presented the resolution. She explained the the Portland Oregon Visitor's Association (POVA) is sponsoring a one-day Eco Tourism seminar for businesses involved in the tourism industry. The focus of the seminar will be recycling, waste reduction and recycled product purchase by tourism-related businesses. The principal speakers at the seminar will be spending two days doing environmental assessments of tourism businesses in the Portland area and on the third day the seminar will be held.

Metro has been asked to provide \$5,000 in support of the seminar and related activities. An exemption from competitive bidding and the awarding of a sole source contract for \$5,000 is being sought due to the unique nature of the event. Staff also believes that Metro will benefit from the increased awareness of recycling and waste reduction that will result from the seminar.

Councilor Washington asked what the targeted audience would be for the seminar. Gorham replied that it would be POVA members -- primarily hotels and restaurants. She noted that the seminar and the resulting recycling and waste reduction efforts would send a message that is environmentally conscious which could be used as a marketing tool.

Councilor Buchanan asked if Metro's participation in efforts of this type was new. Gorham replied that it was. Buchanan asked if POVA was a public or private organization. Vickie Rocker, Public Affairs Director, indicated that it is a private, non-profit organization.