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# **MERC Commission Meeting**

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April 1, 2015  
12:35 pm

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Oregon Zoo  
4001 SW Canyon Road  
Vista Room

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600 NE Grand Ave.  
Portland, OR 97232  
503-797-1780

www.oregonmetro.gov



# Metro | Exposition Recreation Commission

## Agenda

Meeting: Metro Exposition Recreation Commission Meeting  
Date: Wednesday, April 1, 2015  
Time: 12:35-2:30 p.m.  
Place: Oregon Zoo, Vista Room

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### CALL TO ORDER

- |       |      |   |                                       |
|-------|------|---|---------------------------------------|
| 12:35 | 1.   | <b>QUORUM CONFIRMED</b>   |                                       |
| 12:36 | 2.   | <b>OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS</b>   |                                       |
| 12:40 | 3.   | <b>COMMISSION/COUNCIL LIAISON COMMUNICATIONS</b>  | Terry Goldman                         |
| 12:45 | 4.   | <b>METRO DEPUTY COO COMMUNICATIONS</b>  | Scott Robinson                        |
|       |      | -Venue Business Reports, pages 3-8  |                                       |
| 12:50 | 5.   | <b>FINANCIAL REPORT</b> , pages 10-23   | Ben Rowe                              |
| 12:55 | 6.   | <b>ZOO 101 AND BOND OVERVIEW</b>  | Teri Dresler<br>Scott Robinson        |
| 1:25  | 7.   | <b>OREGON CONVENTION CENTER WEBSITE DESIGN</b>  | Danielle Kulczyk<br>Scott Cruickshank |
| 1:45  | 8.   | <b>OREGON CONVENTION CENTER HOTEL DESIGN UPDATE</b>   | Scott Cruickshank<br>Hillary Wilton   |
| 1:55  | 9.   | <b>FOTA PROJECT UPDATE</b>  | Stephanie Soden<br>David Fortney      |
| 2:05  | 10.  | <b>CONSENT AGENDA</b>   |                                       |
|       |      | March 4, 2015 Record of MERC Actions, pages 25-27   |                                       |
|       |      | Ethics Form, Dozono, May 18-21, 2015, page 28   |                                       |
|       |      | Ethics Form, FAM, June 4-7, 2015, page 29   |                                       |
|       |      | Ethics Form, CAB, July 8-10, 2015, page 30  |                                       |
| 2:10  | 11.  | <b>ACTION AGENDA</b>  |                                       |
|       | 11.1 | <b>Resolution 15-04</b> For the purpose of electing the Metropolitan Exposition Recreation Commission (MERC) Vice Chair for the remainder of FY 2014-15, page 32  | Terry Goldman                         |
|       | 11.2 | <b>Resolution 15-05</b> For the purpose of selecting Coast to Coast Event Services and CMS/Starplex to provide non-uniformed security services for crowd and traffic management for Portland's Centers for the Arts and Portland Expo Center: resolution pg. 33; staff report, page 34; P's contracts pages 35-50; Expo contracts pages 51-67 | Joe Durr<br>Brian Joerg               |
|       | 11.3 | <b>Resolution 15-06</b> Recognizing Chris Erickson's contributions to the Metropolitan Exposition Recreation Commission, page 68  | Terry Goldman                         |

**ADJOURN FOR BEHIND THE SCENES TOUR OF ELEPHANT LANDS**

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# **MERC Commission Meeting**

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April 1, 2015  
12:35 pm

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Venue Business Reports

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## PORTLAND'S CENTERS FOR THE ARTS

### MERC Monthly Business Report

April 1, 2015

#### P'5 TOP EVENTS

- Top events for March 2015:
  - The Decemberists 96% sold
  - Amy Shumer 99% sold
  - Ron Carter Trio 93% sold
  - Widespread Panic 95% sold
    - Highest food and beverage sales for any single event
    - Almost \$44, 000 in sales (\$16. 23/per capita spending VS \$14.34 in FY14)

#### P'5 OTHER UPDATES

- Last week hit our volume ticket discount number by exceeding 140,000 tickets sold-and we still have 3 months to go. This allows us to keep an extra .50 of the ticket service charges.
- Conducted a Portland'5 Presents survey after each of our presentations. Here are some interesting statistics from our combined surveys to date:
  - 63% of attendees learned about our events via our email blasts and website
  - 88% of attendees have previously attended 2 or more events at a P5 venue
  - On a scale of 1 to 10 (highest), 95% rated P5 presentations an 8 or higher.
- An event program for P5 events is created for each presentation. Advertising sales in this program paid for all printing and generated a \$669 profit. It also prompted an eblast sale which we charge \$100 per blast. A FOTA printer was used for the program.
- Director of Sales Tom Sessa and Asst. Director of Sales Heather Wilton attended the Pollstar concert industry conference. Good agent and promoter conversations took place. A new promoter-The Knitting Factory-is very interested in bringing shows to our venues.
- HB 2794 regarding ticket scalping has died. P5 staff attended the Feb. hearing and carried some letters of support for the bill from the Broadway League, City of Portland

and P5 but the short notice did not allow us time to draw up more support. The bill was sponsored by Representative Julie Parish. There was no co-sponsor. We are hoping to work to bring another bill forward in the future.

- Staff is currently tracking a Late Night Activity Permit being proposed by the City of Portland's Office of Neighborhood Involvement. While nothing has been finalized, we are concerned that was begun in June 2014 without any input from venues who do shows that go after 10pm. Our concerns surround permitting costs for our venues and clients as well as the arts community as a whole and an excessive amount of work in producing plans, attending training and meeting additional security requirements without taking into consideration the type of show being presented. We continue to monitor this closely.
- Portland's sponsored Portland Public School's Arts Showcase by providing rent free use of the Newmark. By keeping costs down, PPS could insure full participation of all the schools who showcased both performing and visual arts at Hatfield Hall.
- Jordan Schnitzer donated the funds needed to refurbish the donor sign on the exterior "plaza" on Main Street. It had become quite corroded with age as it was made from brass. It was replaced with an etched bronze that should last pretty much indefinitely.

**EXPO CENTER**  
MERC Monthly Business Report  
April 1, 2015

<b>EXPO FEBRUARY &amp; MARCH HAPPENINGS</b>	
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February & March have been strong months for the Portland Expo Center - attendance is up by almost 25,000 people and we are seeing excellent gains in Food & Beverage and parking numbers for the quarter.

<b>EXPO FEBRUARY &amp; MARCH EVENTS</b>	
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- 2015 Sportsmen's Show broke a 3 year revenue record (up 5% from 2013 & up 47% from 2014).
- Portland Metro RV Dealers saw an 18% attendance increase from 2014.
- We will end the 3rd Quarter up in most categories, including \$21,000 in rental.

**February Events:**

- Our attendance was up over 22k this month – mostly due to Sportsman attendance and last year's snow.
- Concessions were up \$140K.
- Parking was up \$12K.
- Sportsman Show was up in attendance by 109% from 2014 and up 18% from 2013.
- Two new events this month were Rapala Meeting and Expo Center Project Retreat.
- HBA meeting was up 118% or 3K in catering.

**March Events:**

- Rent is up by \$27k this month.
- Attendance is up, thereby increasing revenue for Concessions, parking, and West Delta – all of which are up as well.
- Roadster saw a 5% increase in attendance and 25% increase in parking revenue.

<b>EXPO FUTURE BOOKINGS</b>	
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Upcoming new events & rebookings to Expo:

- Advanced Transportation Technology Center (Linn-Benton Community College) – Alternative Fuel Vehicles Trade Show scheduled for April 2015.
- We have re-booked the Timber Processing & Energy Expo for October 2016.
- We have begun sending out three-year contracts for 2016-18.

<b>EXPO FEBRUARY &amp; MARCH FOOD AND BEVERAGE</b>	
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February

- We saw concession increases of almost \$150K for the month of February (mostly due to the Sportsmen’s Show).
- pacificwild hosted another successful garden party for the Home Builders Association during the 2015 Home & Garden Show.

March

- West Delta numbers are up 16% for Antique Show.

<b>EXPO CAPITAL PROJECTS</b>	
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- In Partnership with the Home & Garden Show, Expo operations crew members updated our landscaping areas in the parking lots with new bark dust.
- Cedar Landscape reviewed the Greenwall at Expo Center for new plantings and operations maintenance.
- The Portland Expo Center is excited to receive monetary recognition of \$164K in grant money from the Energy Trust of Oregon (thank you ETO), in order to increase Expo’s energy efficiency. Projects such as the Expo Lighting upgrade. Projects of this nature will result in annual savings of almost \$85K.
- Expo is undergoing a complete office refresh including paint, carpeting and boardroom redesign. We will be doing some reorganization of the front office to better accommodate our growing staff. Our new carpeting and office refresh will be complete by the end of February. This project will be followed by a lobby redesign in the summer (new paint, carpet, etc.).
- We recently replaced our water heaters with new high efficiency models that will offer energy savings.

<b>EXPO IN THE COMMUNITY</b>	
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- The Expo Center held a retreat on March 5<sup>th</sup> at the MCDD building in NE Portland. All managers attended and were treated to a waterside tour of the levee.
- Expo staff participated in another successful MWESB Open House at the OCC in February – we made many excellent contacts and are looking forward to connecting with the vendors for future projects.
- Our Sales Manager, Alicia Crawford Loos attended the State of the Industry Breakfast and was pleased to see that the Jantzen Beach area hotels, which are heavily impacted by Expo business had across the board increases in overall impacts for Nov. – Jan.
- January saw a particularly large increase in city-wide impact: 21% (the highest in the city).

**OREGON CONVENTION CENTER**  
**MERC Commission Monthly Business Report**  
**April 1, 2015**

<b>OCC COMPLETED EVENTS</b>	
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- Portland International Auto Show
  - 54,000 tickets sold
  - Highest in attendance since 2007
  - Over \$850,000 in total revenue
  - Over \$363,000 in food and beverage, a record for pacific**wild** for a show
- International Erosion Control
  - 2,683 Attendees
  - Over \$400,000 in total revenue
- Oregon wine Symposium
  - 1,750 attendees
  - Over \$160,000 in total revenue
  - The show continues to experience growth each year

<b>OCC CURRENT PROJECTS</b>	
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- The OCC Website continues to make progress:
  - The team approved wireframes and design elements
  - The OCC team will focus for the next 45 days on content edits and updates
- The OCC is working with the same creative team, Sockeye Creative, to refresh the OCC brand identity and logo
  - Four focus groups, both internal and external, gave excellent insight and clarity to the design team
  - Examples of consistent adjectives heard from all groups include clean, friendly, can-do, green, innovative, fun/playful, energized and proud.
- The OCC Hotel team continues to make progress by working with Mortenson Development and Hyatt on the hotel design. Mortenson has had two Design Advice Review sessions with the city. Legislation is currently being considered in Salem that will aid the project by making the lawsuit appeals no longer relative. Metro Finance has hired Piper Jaffray to sell the hotel bonds.
- The OCC Managers embarked upon training developed specifically for improving the OCC work environment. In both February and March, managers with direct reports participated in interactive training to harbor the organizations' commitment to an



inclusive and collaborative workplace. Thank you to Susan Dixon and Ron Zito of Metro's HR department for developing and facilitating the sessions.

- The OCC began the work for an electronic security upgrade. This includes upgrading the security office console and monitors, conversion of 64 existing analog cameras to digital images, installation of 40+ new digital cameras, two video recording servers and a new access control system.

<b>OCC FACILITY WIDE</b>	
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- Third month in a row of setting record monthly revenue at the OCC
- February was the largest parking revenue month on record with \$231,887 in sales

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# **MERC Commission Meeting**

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April 1, 2015  
12:35 pm

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5.0 Financial Report

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FEBRUARY 2015

FINANCIAL INFORMATION

*For Management Purposes only*



Date: April 1, 2015

To: Commissioner Terry Goldman, Chair  
 Commissioner Cynthia Haruyama, Vice Chair  
 Commissioner Judie Hammerstad, Secretary-Treasurer  
 Commissioner Karis Stoudamire-Phillips  
 Commissioner Chris Erickson  
 Commissioner Elisa Dozono  
 Commissioner Ray Leary

From: Ben Rowe – MERC Finance Manager

Re: MERC Financial Information February, Fiscal Year 2014-15

**MERC Venues Events & Attendance**

Total MERC venue February hosted events are (-9%) below the three-year historical February average, however attendance is 16% above the three-year historical February average. Total Year to date MERC venue hosted events and attendance 4% (39), and 6% (69,000) respectively above the three-year historical average.

	2014		2015		Change from Prior Year	
	Events	Attendance	Events	Attendance	Events	Attendance
<b>Total MERC Venues</b>						
1st Quarter	225	189,996	269	280,679	44, 20%	90,683, 48%
2nd Quarter	435	491,670	458	464,780	23, 5%	(26,890), (-5%)
January	118	178,262	116	180,443	(2), (2%)	2,181, 1%
February	135	185,652	147	268,987	12, 9%	83,335, 45%
<b>Year to Date</b>	<b>913</b>	<b>1,045,580</b>	<b>990</b>	<b>1,194,889</b>	<b>77, 8%</b>	<b>149,309, 14%</b>

**MERC Venues Revenues & Expense**

All three venues experienced a record first half of the fiscal year. Year to date MERC venue event related revenues (rent and food and beverage) are \$4.3 million (19.7%) above the three-year historical average and 6% above budget. These increases in revenues over the historical averages are due to the much improved economy, higher than average number of events and attendance as well as hosting higher profit margin type events. Total venue expenses are 9% above the prior year, 5.4% above the three-year historical average, and 4% below budget projections.

**Food & Beverage**

The total MERC Venue food and beverage margin for February is 25%, 27% higher than February 2014 due to two dynamics; 1) due to the timing difference between Aramark and Metro accounting periods, a good portion of the food and beverage expenses in preparation for February venue events were recorded in January, while the revenue was recorded in February. This inflates the food and beverage margin in February. And 2) there was a large snow event in February 2014 during OCC and Expo’s largest events of the year causing the food and beverage margins be extremely low in 2014. The year to date food & beverage margin is 21%, 9% higher than the prior year to date, and 6% higher than the three-year historical YTD average.

**Net Operations**

Total MERC YTD net operations is \$3.3 million greater than 2014 and \$3.8 million greater than the three-year historical YTD average due to excellent TLT receipts.

**Transient Lodging Tax (TLT)**

Year to date TLT receipts are 26% (\$1.76 million) above the prior year. Both OCC and Portland’5 are expected to realize their imposed maximum TLT earning caps over the prior year actual receipts, 7% and 2.82% respectively.

Excess TLT earnings over these caps are deposited into the MERC TLT Pooled Capital Account to be used in subsequent years at the Commission's discretion for specific venue capital projects. In FY 2014 \$1.9 million of TLT receipts above the OCC & Portland's earning caps was deposited into the TLT Pooled Capital Account. If TLT receipts perform identical to FY 2014 in the second half of the FY 2015, approximately \$2.1 million will be deposited into the TLT Pooled Capital Account. If TLT continues its current trajectory 26% over the prior year, approximately \$2.6 million will be deposited in the account.

#### Historical Actual Comparison FY 2012-2014 to FY 2015

	Fiscal Year:	2012	2013	2014	2015	2012-14	% Diff.	% Diff.
Revenues		YTD	YTD	YTD	YTD	Average	Average	2014
Food & Beverage		9,193,119	9,524,628	9,145,965	10,833,251	9,287,904	17%	18%
Charges for Services		12,445,628	12,995,338	12,812,461	15,535,961	12,751,142	22%	21%
Lodging Tax		5,905,906	5,349,716	6,882,977	8,640,855	6,046,200	43%	26%
Other		302,458	161,510	600,182	377,117	354,717	6%	-37%
<b>Total Revenue</b>		<b>27,847,112</b>	<b>28,031,192</b>	<b>29,441,586</b>	<b>35,387,183</b>	<b>28,439,963</b>	<b>24%</b>	<b>20.19%</b>
<b>Expenses</b>								
Food & Beverage		7,632,071	7,879,447	8,060,465	8,575,783	7,857,328	9%	6%
Personnel Services		11,431,030	11,022,027	10,929,350	11,617,035	11,127,469	4%	6%
Materials & Services		6,464,702	6,683,744	7,106,166	8,132,844	6,751,537	20%	14%
Other		3,137,494	3,339,312	3,373,278	3,799,811	3,283,361	16%	13%
<b>Total Expense</b>		<b>28,665,297</b>	<b>28,924,529</b>	<b>29,469,259</b>	<b>32,125,474</b>	<b>29,019,695</b>	<b>11%</b>	<b>9%</b>
<b>Net Operations</b>		<b>(818,185)</b>	<b>(893,337)</b>	<b>(27,674)</b>	<b>3,261,709</b>	<b>(579,732)</b>		
<b>Food &amp; Beverage Margin</b>		<b>16.98%</b>	<b>17.27%</b>	<b>11.87%</b>	<b>20.84%</b>	<b>15.40%</b>	<b>5%</b>	<b>9%</b>

### Oregon Convention Center

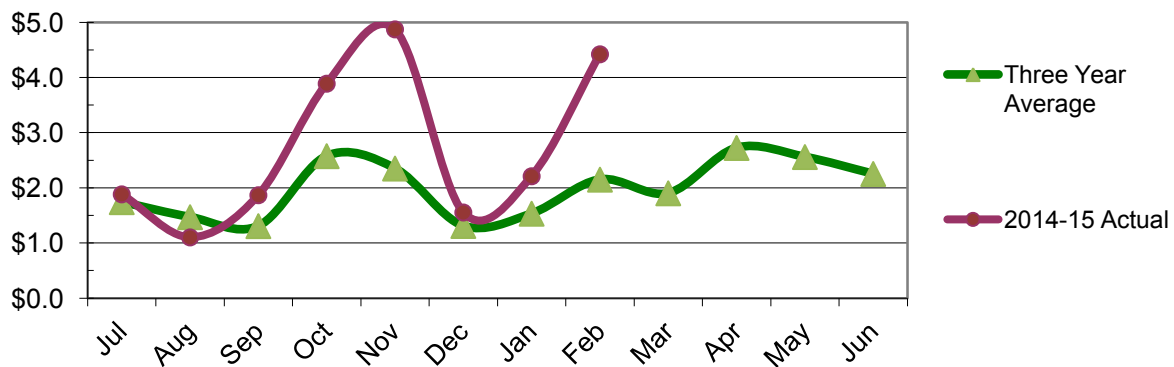
OCC set gross revenue records in September, October, November, January, and February compared to the past 4 years. Only one month in OCC's history surpassed the gross revenue in February, which was November 2014. There were 8 more events at OCC in February 2015 than 2014, and 38,500 (65%) more attendees than the prior year. OCC February events and attendance are 10% lower and 29% higher respectively compared to the three-year historical monthly average. February revenues are 20% (\$1.3 million) greater than the prior year and 106% above the three-year historical February average. February TLT receipts comprise 55% of year over year revenue increase. Year to date TLT receipts year to date are 22% (\$1.35 million) above the prior year. Year to date revenues are 1% above budget projections. Expenses are 7% more than the prior year, 8.3% above the three-year historical February average, and 7% under budget. OCC YTD food and beverage margin is 20%.

### Highest Grossing Events

Event	Gross Event Revenue	% of February Event Revenue
Portland International Auto Show	\$780,448	40%
International Erosion Control	371,651	19%
Oregon Wine Industry Symposium	150,977	8%
Yard, Garden & Patio Show	136,570	7%
All other Events	505,341	26%
<b>Total</b>	<b>\$1,944,988</b>	<b>100%</b>

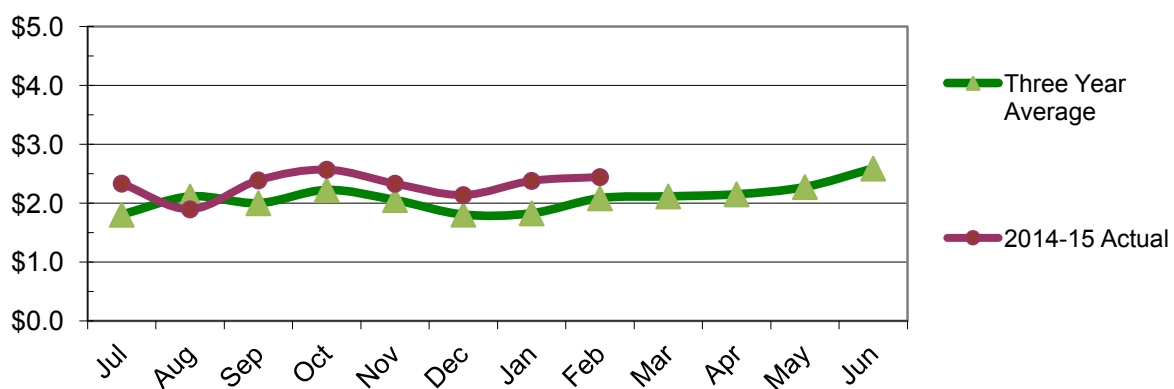
### OCC Program Revenues by Month

Shown in Millions



### OCC Program Expense by Month

Shown in Millions



### Portland'5 Centers for the Arts

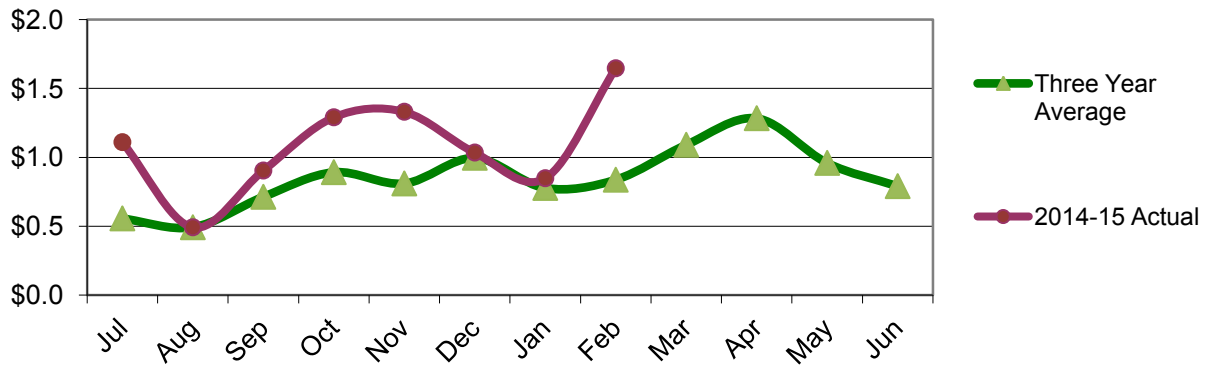
Portland'5 set gross revenue records in July, September, October, November, and February compared to the past 4 years. Portland'5 gross revenues of \$1.66 million in February, was its highest grossing month ever. TLT comprised only 19% of the total February gross revenue increase over the prior year. There were 4 (4%) more events, and 22,600 (30%) more attendees at the Portland'5 Centers for the Arts in February compared to the prior year. Portland'5 February events and attendance are (-8%) below and 4% above respectively the three-year historical monthly average. Portland'5 February revenues are 93% above the prior year and 97% above the three-year historical February average. Year to date revenues are 29% (\$1.95 million) above the prior year thanks in large part to *The Book of Mormon* production and TLT receipts. Year to date revenues are 4% above budget projections. February expenses are 13.3% above the prior year and 44% above the three-year historical February average. Year to date expenses are 13% above the prior year and 2% above budget projections. Portland'5 YTD food and beverage margin is 30% due to two dynamics; 1) Portland'5 has benefited from labor cost savings from two vacant positions and 2) at the same time benefited from an increase in consumer spending habits without the need for additional labor costs.

### Highest Grossing Events

Event	Gross Event Revenue	% of February Event Revenue
Roger's & Hammerstein's Cinderella	\$268,871	21%
Carmen	154,891	12%
Classical #9 – Carmina Burana	57,015	4%
HO'15 GTM Opening	54,725	4%
All other Events	746,251	58%
<b>Total</b>	<b>\$1,281,755</b>	<b>100%</b>

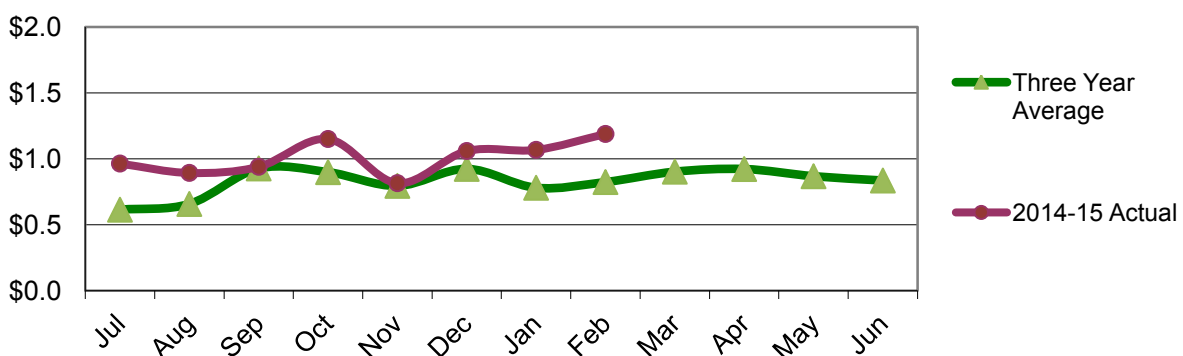
### P5CA Program Revenue by Month

Shown in Millions



### P5CA Program Expense by Month

Shown in Millions



### Portland Expo Center

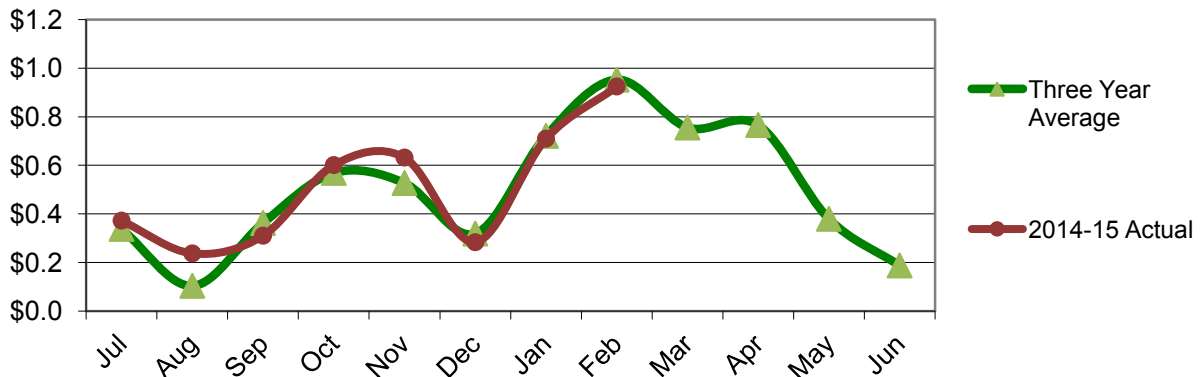
Expo set gross revenue records in July, August, and November 2014 compared to the past 4 years however dipped slightly below the three-year historical monthly average in December, January, and February. There was the same number of events in February 2015 as the prior year, however 22,600 (44%) more attendees, most likely due to the snow event in 2014. Events and attendance in February were (-29%) below and 8% above respectively the three-year historical February average. Expo hosted a record Sportsman Show gross revenue at over \$590,000, however February revenues are (-3%) below the three-year historical monthly average. Two dynamics effect Expo's below average performance in February: 1) Expo hosted two events totaling over \$100,000 in gross revenue in February of 2013 that have not returned. 2) Two large recurring February events (Home & Garden and Gun & Knife shows) have decreased in gross revenues by over 20% each compared to 2013. Expo's YTD revenues are 8.5% above the prior year and 3% below budget. Expo's YTD expenses are 9% above the prior year and 2% above budget projections. Expo's year to date food & beverage margin is 13.2%, 3% higher than the prior year to date.

### Highest Grossing Events

Event	Gross Event Revenue	% of February Event Revenue
Pacific Northwest Sportsmen's Show & Sport Fishing Boat Show	\$591,344	67%
Portland Spring Home & Garden Show	187,007	21%
Collectors West Gun & Knife Show	51,886	6%
KF Presented by PLA	19,268	2%
All other Events	34,442	4%
<b>Total</b>	<b>\$883,946</b>	<b>100%</b>

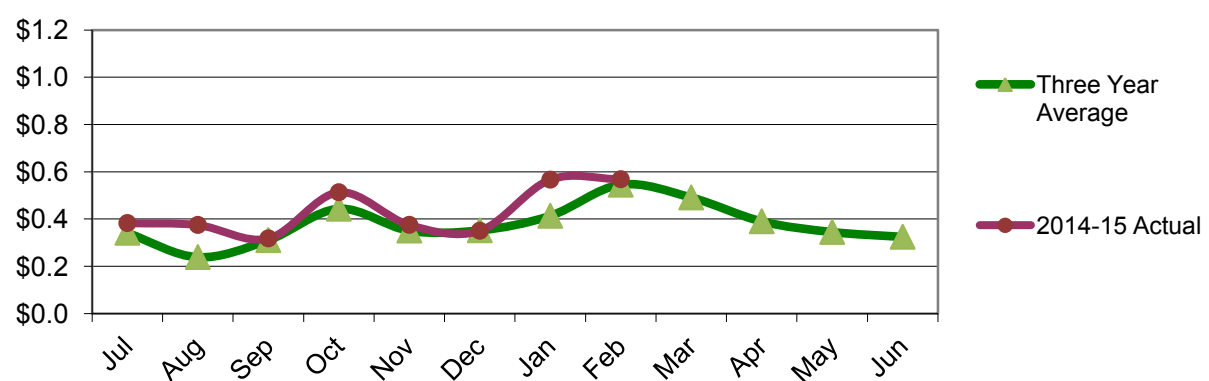
### Expo Program Revenue by Month

Shown in Millions



### Expo Program Expense by Month

Shown in Millions





# MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

All Departments

February 2015

	Current Month Actual	Prior Year Month Actual	Current Year to Date Actual	Prior Year to Date Actual	Current Year Budget	% of Prior Year	% of Annual Budget
<b>Operations</b>							
Charges for Services	2,782,440	2,014,003	15,535,961	12,812,461	21,098,321	121.26%	73.64%
Contributions from Governments	-	-	-	-	831,905	0.00%	0.00%
Enhanced Marketing VDF	-	-	-	-	463,702	0.00%	0.00%
Food and Beverage Revenue	1,693,254	1,095,005	10,833,251	9,145,965	15,202,929	118.45%	71.26%
Grants	-	32,422	-	32,422	-	0.00%	0.00%
Interest Earnings	16,220	10,555	134,522	83,822	57,750	160.48%	232.94%
Interfund Loans	-	-	-	-	-	0.00%	0.00%
Lodging Tax	2,575,731	1,705,629	8,640,855	6,882,977	11,131,163	125.54%	77.63%
Miscellaneous Revenue	13,989	7,314	97,755	65,305	84,542	149.69%	115.63%
Transfers-R	18,105	-	144,840	418,633	1,137,263	34.60%	12.74%
Visitor Development Fund Alloc	-	-	-	-	1,931,633	0.00%	0.00%
<b>Total Revenues</b>	<b>7,099,739</b>	<b>4,864,929</b>	<b>35,387,183</b>	<b>29,441,586</b>	<b>51,939,208</b>	<b>120.19%</b>	<b>68.13%</b>
Capital Outlay	-	-	17,985	-	25,000	0.00%	71.94%
Food & Beverage Services	1,268,923	1,122,546	8,575,783	8,060,465	12,871,802	106.39%	66.62%
Materials and Services	1,197,462	1,256,018	8,132,844	7,106,166	13,425,476	114.45%	60.58%
Personnel Services	1,515,842	1,351,724	11,617,035	10,929,350	18,432,052	106.29%	63.03%
Transfers-E	289,004	240,495	3,781,826	3,373,278	5,680,018	112.11%	66.58%
Visitor Development Marketing	-	-	-	-	463,702	0.00%	0.00%
<b>Total Expenditures</b>	<b>4,271,230</b>	<b>3,970,783</b>	<b>32,125,474</b>	<b>29,469,259</b>	<b>50,898,050</b>	<b>109.01%</b>	<b>63.12%</b>
<b>Net Operations</b>	<b>2,828,509</b>	<b>894,146</b>	<b>3,261,709</b>	<b>(27,674)</b>	<b>1,041,158</b>		
<b>Capital</b>							
Contributions from Private Sources	-	-	100,000	-	-	0.00%	0.00%
Grants	36,125	37,048	196,207	37,048	70,000	529.60%	280.30%
Miscellaneous Revenue	-	-	14,633	-	-	0.00%	0.00%
Other Financing Sources	-	5,190	3,125	5,190	-	60.21%	0.00%
Transfers-R	-	-	-	-	-	0.00%	0.00%
<b>Total Revenues</b>	<b>36,125</b>	<b>42,238</b>	<b>313,965</b>	<b>42,238</b>	<b>70,000</b>	<b>743.32%</b>	<b>448.52%</b>
Capital Outlay	256,893	132,158	3,320,713	1,999,057	7,219,300	166.11%	46.00%
Materials and Services	15,000	-	15,000	-	-	0.00%	0.00%
<b>Total Expenditures</b>	<b>271,893</b>	<b>132,158</b>	<b>3,335,713</b>	<b>1,999,057</b>	<b>7,219,300</b>	<b>166.86%</b>	<b>46.21%</b>
<b>Net Capital</b>	<b>(235,768)</b>	<b>(89,920)</b>	<b>(3,021,748)</b>	<b>(1,956,819)</b>	<b>(7,149,300)</b>		
<b>12 Month Fund Balance Increase</b>	<b>2,592,741</b>	<b>804,225</b>	<b>239,961</b>	<b>(1,984,493)</b>	<b>(6,108,142)</b>		

MERC Statement of Activity with Annual Budget  
 Metropolitan Exposition-Recreation Commission  
 Convention Center Operating Fund  
 February 2015

	Current Month Actual	Prior Year Month Actual	Current Year to Date Actuals	Prior Year to Date Actual	Current Year Budget	% of Prior Year to Date	% of Annual Budget
<b>Operations</b>							
Charges for Services	1,286,071	977,753	7,028,801	5,265,920	9,446,977	133.5%	74.4%
Enhanced Marketing VDF	-	-	-	-	463,702	0.0%	0.0%
Food and Beverage Revenue	906,188	633,912	7,475,411	6,651,680	11,002,827	112.4%	67.9%
Grants	-	20,739	-	20,739	-	0.0%	0.0%
Interest Earnings	5,820	4,411	45,903	32,633	14,500	140.7%	316.6%
Interfund Loans	-	-	-	-	-	0.0%	0.0%
Lodging Tax	2,263,899	1,546,666	7,595,107	6,241,489	9,803,384	121.7%	77.5%
Miscellaneous Revenue	6,499	3,344	29,741	14,939	11,000	199.1%	270.4%
Transfers-R	(45,604)	(53,505)	(364,830)	(9,410)	93,756	3876.9%	-389.1%
Visitor Development Fund Alloc	-	-	-	-	1,281,250	0.0%	0.0%
<b>Total Revenues</b>	<b>4,422,873</b>	<b>3,133,319</b>	<b>21,810,133</b>	<b>18,217,991</b>	<b>32,117,396</b>	<b>119.7%</b>	<b>67.9%</b>
<b>Food &amp; Beverage Services</b>							
Food & Beverage Services	786,602	805,143	5,993,438	5,909,709	9,363,294	101.4%	64.0%
Materials and Services	684,085	827,217	4,683,620	4,316,151	8,527,570	108.5%	54.9%
Personnel Services	796,721	721,621	6,080,246	5,722,371	9,969,814	106.3%	61.0%
Transfers-E	175,711	140,879	1,717,796	1,388,452	2,698,655	123.7%	63.7%
Visitor Development Marketing	-	-	-	-	463,702	0.0%	0.0%
<b>Total Expenditures</b>	<b>2,443,119</b>	<b>2,494,860</b>	<b>18,475,100</b>	<b>17,336,683</b>	<b>31,023,035</b>	<b>106.6%</b>	<b>59.6%</b>
<b>Net Operations</b>	<b>1,979,754</b>	<b>638,459</b>	<b>3,335,032</b>	<b>881,308</b>	<b>1,094,361</b>		
<b>Capital</b>							
Contributions from Private Sources	-	-	62,500	-	-	0.0%	0.0%
Grants	-	-	-	-	60,000	0.0%	0.0%
Miscellaneous Revenue	-	-	14,633	-	-	0.0%	0.0%
Transfers-R	-	-	360,000	615,000	360,000	58.5%	100.0%
<b>Total Revenues</b>	<b>-</b>	<b>-</b>	<b>437,133</b>	<b>615,000</b>	<b>420,000</b>	<b>71.1%</b>	<b>104.1%</b>
Capital Outlay	202,572	33,684	1,821,512	1,166,867	4,258,000	156.1%	42.8%
Materials and Services	15,000	-	15,000	-	-	0.0%	0.0%
<b>Total Expenditures</b>	<b>217,572</b>	<b>33,684</b>	<b>1,836,512</b>	<b>1,166,867</b>	<b>4,258,000</b>	<b>157.4%</b>	<b>43.1%</b>
<b>Net Capital</b>	<b>(217,572)</b>	<b>(33,684)</b>	<b>(1,399,379)</b>	<b>(551,867)</b>	<b>(3,838,000)</b>		
<b>12 Month Fund Balance Increase</b>	<b>1,762,182</b>	<b>604,775</b>	<b>1,935,654</b>	<b>329,441</b>	<b>(2,743,639)</b>		

# MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Portland's Centers for the Arts Fund

February 2015

	Current Month Actual	Prior Year Month Actual	Current Year to Date Actuals	Prior Year to Date Actual	Current Year Budget	% of Prior Year to Date	% of Annual Budget
<b>Operations</b>							
Charges for Services	1,020,084	567,811	5,801,354	4,916,975	7,454,065	118.0%	77.8%
Contributions from Governments	-	-	-	-	831,905	0.0%	0.0%
Food and Beverage Revenue	338,891	152,626	1,976,503	1,331,098	2,225,102	148.5%	88.8%
Interest Earnings	7,956	3,838	66,363	36,253	31,000	183.1%	214.1%
Lodging Tax	311,832	158,963	1,045,748	641,488	1,327,779	163.0%	78.8%
Miscellaneous Revenue	2,968	1,231	52,169	38,932	51,302	134.0%	101.7%
Transfers-R	(35,701)	(32,384)	(285,609)	(259,069)	(428,413)	110.2%	66.7%
Visitor Development Fund Alloc	-	-	-	-	650,383	0.0%	0.0%
<b>Total Revenues</b>	<b>1,646,030</b>	<b>852,085</b>	<b>8,656,529</b>	<b>6,705,678</b>	<b>12,143,123</b>	<b>129.1%</b>	<b>71.3%</b>
<b>Food &amp; Beverage Services</b>							
Food & Beverage Services	220,332	113,967	1,382,821	1,105,133	1,857,227	125.1%	74.5%
Materials and Services	394,009	272,085	2,387,628	1,825,952	2,948,738	130.8%	81.0%
Personnel Services	502,758	434,351	3,881,375	3,683,939	5,996,451	105.4%	64.7%
Transfers-E	71,871	77,365	698,074	801,620	1,318,646	87.1%	52.9%
<b>Total Expenditures</b>	<b>1,188,970</b>	<b>897,768</b>	<b>8,349,898</b>	<b>7,416,645</b>	<b>12,121,062</b>	<b>112.6%</b>	<b>68.9%</b>
<b>Net Operations</b>	<b>457,060</b>	<b>(45,683)</b>	<b>306,631</b>	<b>(710,967)</b>	<b>22,061</b>		
<b>Capital</b>							
Contributions from Private Sources	-	-	22,500	-	-	0.0%	0.0%
Grants	36,125	-	82,707	-	-	0.0%	0.0%
<b>Total Revenues</b>	<b>36,125</b>	<b>-</b>	<b>105,207</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>	<b>0.0%</b>
Capital Outlay	47,767	2,040	1,100,285	315,923	1,938,000	348.3%	56.8%
<b>Total Expenditures</b>	<b>47,767</b>	<b>2,040</b>	<b>1,100,285</b>	<b>315,923</b>	<b>1,938,000</b>	<b>348.3%</b>	<b>56.8%</b>
<b>Net Capital</b>	<b>(11,642)</b>	<b>(2,040)</b>	<b>(995,078)</b>	<b>(315,923)</b>	<b>(1,938,000)</b>		
<b>12 Month Fund Balance Increase</b>	<b>445,418</b>	<b>(47,723)</b>	<b>(688,447)</b>	<b>(1,026,891)</b>	<b>(1,915,939)</b>		

# MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Expo Fund

February 2015

	Current Month Actual	Prior Year Month Actual	Current Year to Date Actuals	Prior Year to Date Actual	Current Year Budget	% of Prior Year to Date	% of Annual Budget
<b>Operations</b>							
Charges for Services	476,285	468,439	2,705,785	2,629,541	4,197,279	102.9%	64.5%
Food and Beverage Revenue	448,175	308,467	1,381,337	1,163,187	1,975,000	118.8%	69.9%
Grants	-	11,683	-	11,683	-	0.0%	0.0%
Interest Earnings	1,242	1,244	11,002	10,995	8,500	100.1%	129.4%
Miscellaneous Revenue	4,521	2,740	15,845	11,278	22,240	140.5%	71.2%
Transfers-R	(5,556)	(9,323)	(44,448)	(74,583)	212,330	59.6%	-20.9%
<b>Total Revenues</b>	<b>924,668</b>	<b>783,250</b>	<b>4,069,520</b>	<b>3,752,100</b>	<b>6,415,349</b>	<b>108.5%</b>	<b>63.4%</b>
<b>Capital Outlay</b>							
Capital Outlay	-	-	17,985	-	25,000	0.0%	71.9%
Food & Beverage Services	261,990	203,436	1,199,524	1,045,623	1,651,281	114.7%	72.6%
Materials and Services	112,827	167,801	780,664	834,673	1,459,762	93.5%	53.5%
Personnel Services	151,860	131,104	1,127,749	1,032,987	1,721,145	109.2%	65.5%
Transfers-E	41,422	22,251	1,353,956	1,183,206	1,639,717	114.4%	82.6%
<b>Total Expenditures</b>	<b>568,098</b>	<b>524,592</b>	<b>4,479,878</b>	<b>4,096,489</b>	<b>6,496,905</b>	<b>109.4%</b>	<b>69.0%</b>
<b>Net Operations</b>	<b>356,570</b>	<b>258,658</b>	<b>(410,358)</b>	<b>(344,389)</b>	<b>(81,556)</b>		
<b>Capital</b>							
Contributions from Private Sources	-	-	15,000	-	-	0.0%	0.0%
Grants	-	37,048	113,500	37,048	10,000	306.4%	1135.0%
Miscellaneous Revenue	-	-	-	-	-	0.0%	0.0%
Other Financing Sources	-	5,190	3,125	5,190	-	60.2%	0.0%
Transfers-R	-	-	360,000	165,000	360,000	218.2%	100.0%
<b>Total Revenues</b>	<b>-</b>	<b>42,238</b>	<b>491,625</b>	<b>207,238</b>	<b>370,000</b>	<b>237.2%</b>	<b>132.9%</b>
Capital Outlay	6,554	96,434	398,917	516,267	930,500	77.3%	42.9%
<b>Total Expenditures</b>	<b>6,554</b>	<b>96,434</b>	<b>398,917</b>	<b>516,267</b>	<b>930,500</b>	<b>77.3%</b>	<b>42.9%</b>
<b>Net Capital</b>	<b>(6,554)</b>	<b>(54,196)</b>	<b>92,708</b>	<b>(309,029)</b>	<b>(560,500)</b>		
<b>12 Month Fund Balance Increase</b>	<b>350,016</b>	<b>204,462</b>	<b>(317,650)</b>	<b>(653,417)</b>	<b>(642,056)</b>		

# MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

MERC Admin Sub Fund

February 2015

	Current Month Actual	Prior Year Month Actual	Current Year to Date Actuals	Prior Year to Date Actual	Current Year Budget	% of Prior Year to Date	% of Annual Budget
<b>Operations</b>							
Charges for Services	-	-	22	25	-	87.0%	0.0%
Interest Earnings	1,202	1,062	11,253	3,941	3,750	285.5%	300.1%
Miscellaneous Revenue	-	-	-	155	-	0.0%	0.0%
Transfers-R	104,966	95,212	839,727	761,695	1,259,590	110.2%	66.7%
<b>Total Revenues</b>	<b>106,168</b>	<b>96,274</b>	<b>851,001</b>	<b>765,817</b>	<b>1,263,340</b>	<b>111.1%</b>	<b>67.4%</b>
Materials and Services	6,540	(11,085)	280,932	129,390	489,406	217.1%	57.4%
Personnel Services	64,503	64,647	527,665	490,052	744,642	107.7%	70.9%
Transfers-E	-	-	12,000	-	23,000	0.0%	52.2%
<b>Total Expenditures</b>	<b>71,043</b>	<b>53,563</b>	<b>820,598</b>	<b>619,442</b>	<b>1,257,048</b>	<b>132.5%</b>	<b>65.3%</b>
<hr/>							
<b>Net Operations</b>	<b>35,125</b>	<b>42,711</b>	<b>30,403</b>	<b>146,375</b>	<b>6,292</b>		
<hr/>							
<b>Capital</b>							
Transfers-R	-	-	(720,000)	(780,000)	(720,000)	92.3%	100.0%
<b>Total Revenues</b>	<b>-</b>	<b>-</b>	<b>(720,000)</b>	<b>(780,000)</b>	<b>(720,000)</b>	<b>92.3%</b>	<b>100.0%</b>
Capital Outlay	-	-	-	-	92,800	0.0%	0.0%
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>92,800</b>	<b>0.0%</b>	<b>0.0%</b>
<hr/>							
<b>Net Capital</b>	<b>-</b>	<b>-</b>	<b>(720,000)</b>	<b>(780,000)</b>	<b>(812,800)</b>		
<hr/>							
<b>12 Month Fund Balance Increase</b>	<b>35,125</b>	<b>42,711</b>	<b>(689,597)</b>	<b>(633,625)</b>	<b>(806,508)</b>		

**MERC Visitor Venues**  
**Events-Performances-Attendance**  
**FY 2014-15**

OCC	February 2014		February 2015		Net Change from Prior Year		February 2015	
	Events	Attendance	Events	Attendance	Events	Attendance	Revenue	% of Rev.
Tradeshows/Conventions	2	3,850	3	4,583	1	733	538,802	28%
Consumer Public Shows	5	48,331	8	85,239	3	36,908	1,108,303	57%
Miscellaneous					-	-		0%
<b>Miscellaneous -In-House</b>	11	166	12	180	1	14	2,848	0%
Meetings	8	3,127	13	6,552	5	3,425	191,674	10%
Catering	5	3,963	3	1,377	(2)	(2,586)	102,860	5%
<b>Totals</b>	<b>31</b>	<b>59,437</b>	<b>39</b>	<b>97,931</b>	<b>8</b>	<b>38,494</b>	<b>\$ 1,944,487</b>	<b>100%</b>

Expo Center	February 2014		February 2015		Net Change from Prior Year		February 2015	
	Events	Attendance	Events	Attendance	Events	Attendance	Revenue	% of Rev.
Consumer Public Shows	3	48,130	3	72,495	-	24,365	851,066	96%
<i>Cirque Du Soleil</i>	-	-	-	-	-	-		0%
Miscellaneous	2	2,226	1	22	(1)	(2,204)	839	0%
Meetings	3	185	4	267	1	82	7,662	1%
Catering	-	-	-	-	-	-	-	0%
Tradeshows/Conventions	-	-	-	-	-	-	24,379	3%
<b>Totals</b>	<b>8</b>	<b>50,541</b>	<b>8</b>	<b>72,784</b>	<b>-</b>	<b>22,243</b>	<b>\$ 883,946</b>	<b>100%</b>
<b>Totals w/Cirque du Soleil</b>	<b>8</b>	<b>50,541</b>	<b>8</b>	<b>72,784</b>	<b>-</b>	<b>22,243</b>	<b>\$ 883,946</b>	<b>100%</b>

Portland '5	February 2014		February 2015		Net Change from Prior Year		February 2015	
	Performances	Attendance	Performances	Attendance	Performances	Attendance	Revenue	% of Rev.
Commercial (Non-Broadway)	6	9,604	5	7,595	(1)	(2,009)	453,838	35%
Broadway	1	1,258	8	21,930	7	20,672	322,813	25%
Resident Company	23	27,362	27	39,909	4	12,547	5,377	0%
Non-Profit	42	11,573	33	12,474	(9)	901	470,796	37%
Promoted/ Co-Promoted			7	1,280	7	1,280	28,856	
Student	21	23,594	18	14,922	(3)	(8,672)	-	0%
Miscellaneous	3	2,283	2	162	(1)	(2,121)	75	0%
<b>Totals</b>	<b>96</b>	<b>75,674</b>	<b>100</b>	<b>98,272</b>	<b>4</b>	<b>22,598</b>	<b>\$ 1,281,755</b>	<b>98%</b>

## MERC Food and Beverage Margins

February 2015

	<b>Current Month Actual</b>	<b>Prior Year Month Actual</b>	<b>Current Year to Date Actual</b>	<b>Prior Year to Date Actual</b>	<b>Annual Budget</b>
<b>Convention Center Operating Fund</b>					
Food and Beverage Revenue	906,188	633,912	7,475,411	6,651,680	11,002,827
Food & Beverage Services	786,602	805,143	5,993,438	5,909,709	9,363,294
Food and Beverage Gross Margin	119,586	(171,231)	1,481,973	741,972	1,639,533
Food and Beverage Gross Margin %	13.20%	-27.01%	19.82%	11.15%	14.90%
<b>Portland'S Centers for the Arts Fund</b>					
Food and Beverage Revenue	338,891	152,626	1,976,503	1,331,098	2,225,102
Food & Beverage Services	220,332	113,967	1,382,821	1,105,133	1,857,227
Food and Beverage Gross Margin	118,560	38,659	593,682	225,965	367,875
Food and Beverage Gross Margin %	34.98%	25.33%	30.04%	16.98%	16.53%
<b>Expo Fund</b>					
Food and Beverage Revenue	448,175	308,467	1,381,337	1,163,187	1,975,000
Food & Beverage Services	261,990	203,436	1,199,524	1,045,623	1,651,281
Food and Beverage Gross Margin	186,186	105,031	181,812	117,564	323,719
Food and Beverage Gross Margin %	41.54%	34.05%	13.16%	10.11%	16.39%
<b>MERC Fund Total</b>					
Food and Beverage Revenue	1,693,254	1,095,005	10,833,251	9,145,965	15,202,929
Food & Beverage Services	1,268,923	1,122,546	8,575,783	8,060,465	12,871,802
Food and Beverage Gross Margin	424,331	(27,541)	2,257,468	1,085,501	2,331,127
Food and Beverage Gross Margin %	25.06%	-2.52%	20.84%	11.87%	15.33%

# MERC Statement of Fund Balances and Reserves

February 2015

	FY 2015 Through February	FY 2014 Through February	FY 2014 Through June	FY 2015 Annual Budget
<b><u>Oregon Convention Center</u></b>				
Beginning Fund Balance	14,734,771	14,415,732	14,415,732	16,655,732
Fund Balance Inc (Dec)	1,935,654	329,441	353,943	(2,743,639)
<b>Ending Fund Balance</b>	<b>16,670,425</b>	<b>14,745,173</b>	<b>14,769,675</b>	<b>13,912,093</b>
<i>Contingency - Operating</i>				1,630,000
<i>Contingency - New Capital-Business Strategy</i>				1,099,078
<i>Contingency - Renewal &amp; Replacement</i>				11,183,015
<i>Ending Fund Balance</i>				13,912,093
<b><u>Portland'5 Centers for the Arts</u></b>				
Beginning Fund Balance	9,838,652	9,020,155	9,020,155	10,226,656
Fund Balance Inc (Dec)	(688,447)	(1,026,891)	817,538	(1,915,939)
<b>Ending Fund Balance</b>	<b>9,150,205</b>	<b>7,993,264</b>	<b>9,837,693</b>	<b>8,310,717</b>
<i>Contingency - Operating</i>				600,000
<i>Contingency - New Capital-Business Strategy</i>				1,857,050
<i>Contingency - Renewal &amp; Replacement</i>				5,853,667
<i>Ending Fund Balance</i>				8,310,717
<b><u>Expo</u></b>				
Beginning Fund Balance	3,402,144	3,935,352	3,935,352	4,399,853
Fund Balance Inc (Dec)	(317,650)	(653,417)	(568,117)	(642,056)
<b>Ending Fund Balance</b>	<b>3,084,494</b>	<b>3,281,935</b>	<b>3,367,235</b>	<b>3,757,797</b>
<i>Contingency - Operating</i>				350,000
<i>Contingency - New Capital-Business Strategy</i>				2,596,016
<i>Contingency - Renewal &amp; Replacement</i>				811,781
<i>Ending Fund Balance</i>				3,757,797
<b><u>MERC Administration</u></b>				
Beginning Fund Balance	4,084,393	3,043,123	3,043,123	3,043,124
Fund Balance Inc (Dec)	(689,597)	(633,625)	1,042,231	(806,508)
<b>Ending Fund Balance</b>	<b>3,394,796</b>	<b>2,409,498</b>	<b>4,085,354</b>	<b>2,236,616</b>
<i>Contingency - Operating</i>				65,000
<i>Contingency - Renewal &amp; Replacement</i>				2,171,616
<i>Ending Fund Balance</i>				2,236,616
<b><u>MERC Fund</u></b>				
Beginning Fund Balance	32,059,960	30,414,362	30,414,362	34,325,365
Fund Balance Inc (Dec)	239,960	(1,984,492)	1,645,594	(6,108,142)
<b>Ending Fund Balance</b>	<b>32,299,920</b>	<b>28,429,870</b>	<b>32,059,956</b>	<b>28,217,223</b>



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# **MERC Commission Meeting**

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April 1, 2015  
12:35 pm

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10.0 Consent Agenda

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**Metropolitan Exposition Recreation Commission**  
**Record of MERC Commission Actions**  
 March 4, 2015  
 Oregon Convention Center, Room C121-122

<b>Present:</b>	Terry Goldman, Judie Hammerstad, Cynthia Haruyama, Elisa Dozono, Ray Leary, Karis Stoudamire-Phillips
<b>Absent:</b>	Chris Erickson, Excused; Sam Chase, Excused
	A regular meeting of the Metropolitan Exposition-Recreation Commission was called to order by Chair Goldman at 12:40 p.m.
<b>1.0</b>	<b>QUORUM CONFIRMED</b> A quorum of Commissioners was present
<b>2.0</b>	<b>OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS</b> <ul style="list-style-type: none"> <li>• None</li> </ul>
<b>3.0</b>	<b>RECOGNITION OF COMMISSIONER CYNTHIA HARUYAMA</b> <ul style="list-style-type: none"> <li>• Metro Council President Tom Hughes offered his appreciation for Commissioner Haruyama’s service to MERC and the venues; he presented her with a certificate honoring her years on the Commission.</li> <li>• Commission Chair Terry Goldman acknowledged Haruyama’s dedication to MERC.</li> <li>• Scott Robinson extended his thanks for her contributions to the Commission.</li> <li>• Commissioner Hammerstad noted Haruyama’s service on the MERC Budget Committee.</li> <li>• Commissioner Dozono acknowledged Haruyama’s wisdom during her service.</li> <li>• Commissioner Haruyama thanked fellow Commissioners, the venue directors and their staff for all of the hard work they have done over the years.</li> </ul>
<b>4.0</b>	<b>ACTION AGENDA I</b>
<b>4.1</b>	<b>Resolution 15-01</b> For the purpose of recognizing Cynthia Haruyama’s Contributions to the Metropolitan Exposition Recreation Commission. Commissioner Goldman presented the resolution to the Commission. <ul style="list-style-type: none"> <li>• A motion was made by Commissioner Dozono and seconded by Commissioner Hammerstad to approve Resolution 15-01 as presented.            VOTE: Aye: 4            Nay: 0            Motion passed</li> </ul>
<b>5.0</b>	<b>COMMISSION/COUNCIL LIAISON COMMUNICATIONS</b> <ul style="list-style-type: none"> <li>• Commissioner Dozono announced that commissioners are invited to the National Black Law Students’ Association reception on March 12.</li> </ul>
<b>6.0</b>	<b>METRO DEPUTY COO COMMUNICATIONS</b> Metro Deputy COO, Scott Robinson updated the Commission : <ul style="list-style-type: none"> <li>• FOTA implementation phase has begun. The team is working with HR on an RFP to identify intermediaries for employment outreach. An engagement calendar for the Commission is being finalized.</li> <li>• Regarding the hotel project, Senate bill 64 which validates Metro’s authority to issue revenue bonds and validates the lower court decisions, passed this morning. Bond underwriters have been interviewed. Clackamas County and the validation proceedings will be collapsed into one.</li> <li>• Expo project is now in Phase 2. A retreat held last month with members of Metro’s Senior Leadership Team included discussion on investment scenarios that had been recommended by Hunden Strategic Partners for Expo’s future.</li> <li>• It has been decided that the Zoo Director will continue to report to the GM of Visitor Venues.</li> <li>• The April 1<sup>st</sup> MERC meeting will be at the Zoo and a “Zoo 101” discussion will be included. Following the meeting, a behind the scenes tour of Elephant Lands will be offered.</li> </ul>

	<ul style="list-style-type: none"> <li>Procedures are being studied to address Chair Goldman’s request for follow-up on the Moss Adams audit results which showed a need for checks and balances to guarantee a clear segregation of duties for setting non-negotiated, discounted event fees and rates.</li> </ul>
<b>7.0</b>	<p><b>CONSENT AGENDA</b></p> <ul style="list-style-type: none"> <li>February 4, 2015 Record of MERC Actions</li> </ul> <p>A motion was made by Commissioner Hammerstad and seconded by Commissioner Haruyama to approve the Consent Agenda.</p> <p>VOTE: Aye: 6 Nay: 0 Motion passed</p>
<b>8.0</b>	<p><b>TRAVEL PORTLAND SECOND QUARTER REPORT</b></p> <p>Brian McCartin, Travel Portland Executive VP of Conventions and Tourism Sales, reported the results of Travel Portland’s second quarter.</p> <p><i>Commissioner Karis Stoudamire-Phillips and Commissioner Ray Leary arrived at 1:15 p.m.</i></p>
<b>9.0</b>	<p><b>ENERGY TRUST OF OREGON REPORT</b></p> <p>Lyn Schmidt of Energy Trust of Oregon reported on the venues’ energy saving efforts over the past year. An incentive check of \$164,323 was presented to Matthew P. Rotchford, Director of the Expo Center.</p> <p>Chair Goldman broke from the agenda to give Commissioners Leary and Stoudamire-Phillips an opportunity to offer their thanks to Commissioner Haruyama. Both commissioners spoke of their appreciation for her service on the commission.</p>
<b>10.0</b>	<p><b>VENUE BUSINESS REPORTS</b></p> <p>Robyn Williams of Portland’s, Scott Cruickshank of OCC and Matthew P. Rotchford of Expo provided updates to the Commission.</p>
<b>11.0</b>	<p><b>FINANCIAL REPORT</b></p> <p>MERC Finance Director, Ben Rowe, reported the January financial results to the Commission.</p>
<b>12.0</b>	<p><b>ACTION AGENDA II</b></p>
<b>12.1</b>	<p><b>Resolution 15-03</b> For the purpose of ratifying the collective bargaining agreement with the International Union of Operating Engineers, (IUOE) Local 701.1.</p> <p>Ron Zito of Metro Human Resources presented the resolution.</p> <p>A motion was made by Commissioner Hammerstad and seconded by Commissioner Stoudamire-Phillips to approve Resolution 15-03.</p> <p>VOTE: Aye: 6 Nay: 0 Motion passed</p>
<b>12.2</b>	<p><b>Resolution 15-02</b> For the purpose of approving the Metropolitan Exposition-Recreation Commission (MERC) 2015-16 Budget and 2015-16 Capital Plan.</p> <p>Commissioner Judie Hammerstad and Ben Rowe presented the resolution to the Commission.</p> <ul style="list-style-type: none"> <li>Commissioner Haruyama pointed out that P’5 and Expo still require solutions in order to meet long-term capital needs.</li> <li>Commissioner Hammerstad stated that, regarding the long-term funding strategy and revitalization plan for P’5, it is important to give a role to the Commission to help with policy decision making.</li> <li>Robyn Williams agreed that the Commission would be called on for assistance.</li> </ul> <p>A motion was made by Commissioner Haruyama and seconded by Commissioner Leary to approve Resolution 15-02.</p> <p>VOTE: Aye: 6</p>

	Nay: 0 Motion passed
	<ul style="list-style-type: none"><li>• In closing, Chair Goldman noted that Anton Cobb, Senior Sales Manager, Hilton Portland &amp; Executive Tower, is a recipient of Hilton's 2014 CEO Light and Warmth Award.</li><li>• Matthew P. Rotchford added thanks to Josh Lipscomb for his work on venue Capital Projects over the past several years. Lipscomb has accepted a position at OCC.</li></ul>
	As there was no further business to come before the Commission, the meeting adjourned at 2:10 p.m.

**Authorization to Represent MERC/METRO  
on Trade-Promotion Mission; Fact-Finding Mission;  
Economic Development Activity; or Negotiation  
(Food Travel, Lodging Expenses Approved in Advance - exception (H))**

In accordance with ORS 244.020(6)(b)(H), the following public official:  
**Elisa Dozono, MERC Commissioner**, is hereby authorized to represent  
Metro/MERC in an official capacity; and

The MERC Commission hereby approves in advance, the receipt of  
reasonable expenses for food and travel for the above-named public  
officials and his/her accompanying relative, household member, or staff  
member, for attendance at (*check one*):

- trade-promotion mission;**
- fact-finding mission;**
- economic development activity; OR**
- negotiation;**

as follows (*describe date and type of event*):

Travel Portland activities/events where meals will be paid for by  
Travel Portland, to familiarize national organizations and meeting  
planners with Portland and with the Oregon Convention Center,  
and to facilitate Oregon and Portland tourism and economic  
development, which activity(ies) will take place in Washington DC  
May 18 – 21, 2015.

Being approved by the MERC Commission, at its regular meeting on  
April 1, 2015, the above activity is hereby officially sanctioned by MERC.

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Terry Goldman,  
MERC Commission Chair

**Authorization to Represent MERC/METRO  
on Trade-Promotion Mission; Fact-Finding Mission;  
Economic Development Activity; or Negotiation  
(Food Travel, Lodging Expenses Approved in Advance - exception (H))**

In accordance with ORS 244.020(6)(b)(H), the following public officials: **all current MERC Commissioners and current Metro Councilors** are hereby authorized to represent Metro/MERC in an official capacity; and

The MERC Commission and Metro Council hereby approves in advance, the receipt of reasonable expenses for food, travel, and lodging for the above-named public officials and his/her accompanying relative, household member, or staff member, for attendance at (*check one*):

- trade-promotion mission;**
- fact-finding mission;**
- economic development activity; OR**
- negotiation;**

as follows (*describe date and type of event*):

A Portland familiarization tour ("fam tour") where meals will be paid for by Travel Portland, to familiarize potential meeting planners and association executives with Portland and with the Oregon Convention Center, and to facilitate Oregon and Portland tourism and economic development, which activity(ies) will take place in Portland on *June 4 – June 7, 2015*).

Being approved by the MERC Commission, at its regular meeting on April 1, 2015, the above activity is hereby officially sanctioned by MERC.

\_\_\_\_\_  
MERC Commission Chair

Being approved by the Metro Council, at its regular meeting on \_\_\_\_\_, the above activity is hereby officially sanctioned by Metro.

\_\_\_\_\_  
Metro Council President

**Authorization to Represent MERC/METRO  
on Trade-Promotion Mission; Fact-Finding Mission;  
Economic Development Activity; or Negotiation  
(Food Travel, Lodging Expenses Approved in Advance - exception (H))**

In accordance with ORS 244.020(6)(b)(H), the following public officials: **all current MERC Commissioners and current Metro Councilors** are hereby authorized to represent Metro/MERC in an official capacity; and

The MERC Commission and Metro Council hereby approves in advance, the receipt of reasonable expenses for food, travel, and lodging for the above-named public officials and his/her accompanying relative, household member, or staff member, for attendance at (*check one*):

- trade-promotion mission;**
- fact-finding mission;**
- economic development activity; OR**
- negotiation;**

as follows (*describe date and type of event*):

Travel Portland's Customer Advisory Board activities where meals will be paid for by Travel Portland, to familiarize national organizations and meeting planners with Portland and with the Oregon Convention Center, and to facilitate Oregon and Portland tourism and economic development, which activity(ies) will take place in Portland on *July 8 – July 10, 2015*.

Being approved by the MERC Commission, at its regular meeting on April 1, 2015, the above activity is hereby officially sanctioned by MERC.

\_\_\_\_\_  
MERC Commission Chair

Being approved by the Metro Council, at its regular meeting on \_\_\_\_\_, the above activity is hereby officially sanctioned by Metro.

\_\_\_\_\_  
Metro Council President

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# **MERC Commission Meeting**

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April 1, 2015  
12:35 pm

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11.0 Action Agenda

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**METROPOLITAN EXPOSITION RECREATION COMMISSION**  
**Resolution No. 15-04**

For the Purpose of Electing the Metropolitan Exposition Recreation Commission (MERC) Vice Chair for the remainder of Fiscal Year 2014-15.

**WHEREAS**, Commissioner Cynthia Haruyama resigned from the MERC Commission as of March 5, 2015; and

**WHEREAS**, Commissioner Cynthia Haruyama held the office of Vice Chair of the MERC Commission at the time of her resignation on March 5, 2015; and

**WHEREAS**, the MERC By-Laws state in Section Two; Subsection 7, VACANCIES: Should the offices of Chair, Vice Chair, or Secretary-Treasurer become vacant, the Commission shall elect a successor from its membership at or before the next regular meeting or a special meeting and such election shall be for the unexpired term of such office; and

**WHEREAS**, Commissioner \_\_\_\_\_ has been nominated for and has accepted the nomination for the position of Vice Chair for the remainder of the term of office which expires on June 30, 2015;

**BE IT THEREFORE RESOLVED** that the position of Vice Chair of the Metropolitan Exposition Recreation Commission for Fiscal Year 2014-15 be hereby confirmed.

Passed by the Commission on April 1, 2015.

Approved as to form:  
Alison R. Kean, Metro Attorney

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Nathan A. S. Sykes, Deputy Metro Attorney

\_\_\_\_\_  
Secretary-Treasurer

**METROPOLITAN EXPOSITION RECREATION COMMISSION**

**Resolution No. 15-05**

For the purpose of selecting Coast to Coast Event Services and CMS/Starplex to provide non-uniformed security services for crowd and traffic management for Portland’s Centers for the Arts and Portland Expo Center.

**WHEREAS**, Portland’s Centers for the Arts and Portland Expo Center require non-uniformed security services and professional expertise in supplementing crowd management and safely managing traffic at and around their facilities, and;

**WHEREAS**, staff completed an extensive Request for Proposal process for these services, and;

**WHEREAS**, staff received 6 qualified proposals, reviewed the proposals and interviewed the top three finalists, and;

**WHEREAS**, staff selected the top two proposers, Coast to Coast Event Services, a company located in the FOTA, and CMS/Starplex, for their experience, training, and certifications, and;

**WHEREAS**, staff recommends selection by the Metropolitan Exposition Recreation Commission (“Commission”) of Coast to Coast and CMS/Starplex for these services;

**BE IT THEREFORE RESOLVED** that the Metropolitan Exposition Recreation Commission:

1. Selects Coast to Coast Event Services and CMS/Starplex to provide non-uniformed security services for crowd and traffic management at Portland’s Centers for the Arts and Portland Expo Center.
2. Approves the award of two contracts to Coast to Coast Event Services and two contracts to CMS/Starplex in a form substantially similar to the attached Exhibits A, B, C and D and delegates authority to the Metro Deputy COO to execute the contracts on behalf of the Commission.

Passed by the Commission on April 1, 2015

\_\_\_\_\_  
Chair

Approved as to Form:  
Alison R. Kean, Metro Attorney

By: \_\_\_\_\_  
Nathan A. S. Sykes  
Deputy Metro Attorney

\_\_\_\_\_  
Secretary-Treasurer

## MERC Staff Report

**Agenda Item/Issue:** Approving selection of Coast to Coast Event Services and CMS / Starplex, and authorizing General Manager to execute contracts between MERC and Coast to Coast Event Services and CMS / Starplex, to provide non-uniformed security services for crowd and traffic management for Portland's Centers for the Arts and for Portland Expo Center.

### **Resolution No. 15-05**

**Date:** April 1, 2015

**Presented by:** Joe Durr and Brian Joerg

**Background:** Portland's Centers for the Arts (Portland's) and the Portland Expo Center (Expo) seek continued use of non-exclusive providers of non-uniformed security services for supplemental crowd management and for traffic management. As stipulated in License Agreements, Portland's and Expo retain the right to order and oversee sufficient types and numbers of personnel necessary to provide for safe and enjoyable events. This includes personnel to manage attendees, promoters, exhibitors and talent through efficient and safe crowd and traffic management, with emphasis on public safety and optimum customer service.

In December 2014, MERC and Metro staff prepared and distributed a Request for Proposal (RFP) in accordance with MERC's Purchasing and Contracting Rules as well as Metro Policy and any and all state (ORS) requirements. In addition to public postings in media, and on the Oregon Procurement Information Network (ORPIN) staff also alerted 11 former or interested providers.

Staff received six qualified proposals (4 of which are MWESB certified and 1 of which is in the First Opportunity Target Area). In compliance with the RFP criteria including experience, training and certifications, diversity, cost, and sustainable business practices, staff reviewed and scored the responses. Interviews were held with three finalist proposers. Staff determined that the selection of two vendors will provide the required services and are in the best interests of MERC and its facilities: Coast to Coast Event Services (in the FOTA) and CMS/ Starplex.

The Personal Services Agreements are for 50 months May 1, 2015 through June 30, 2019.

**Fiscal Impact:** Through the annual budget process, non-uniformed security services revenue and expenses are budgeted, reviewed and approved by the Commission. The majority of expenses are reimbursed by MERC Licensees.

**Recommendation:** Staff recommends that the Metropolitan Exposition Recreation Commission, by Resolution No.15-05, approve the selection of Coast to Coast Event Services and CMS / Starplex as the most responsive proposers for non-uniformed security services for crowd and traffic management, and authorize the General Manager to execute contracts between MERC and these two companies to provide non-uniformed security services for Portland's Centers for the Arts and Portland Expo Center.

# Personal Service Agreement

MERC Contract No. XXXXXX

Portland's 5 Centers for the Arts

THIS AGREEMENT is between Metro Exposition Recreation Commission (MERC), an appointed commission of Metro, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and Crowd Management Services / Starplex Corporation, referred to herein as "Contractor," located at 12722 NE Airport Way, Portland, OR 97230.

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 1, 2015 and shall remain in effect until and including June 30, 2019, unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Attachment 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. MERC 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 FOUR HUNDRED FIFTY-THOUSAND AND 00/100THS DOLLARS (\$450,000.00). Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.
4. Insurance. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
  - (a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
  - (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
  - (c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
  - (d) Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

Metro, MERC, the City of Portland and their elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED on Commercial General Liability and Automobile policies.

Contractor shall provide to MERC 30 days notice of any material change or policy cancellation.

Contractor shall provide MERC with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to MERC. Certificate of Insurance shall identify the MERC contract number.

5. Indemnification. Contractor shall indemnify and hold MERC, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses 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 MERC and for any claims or disputes involving subcontractors.

# Personal Service Agreement

MERC Contract No. XXXXXX

6. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of MERC, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon MERC request, Contractor shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such Work Products.

a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:

- (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
- (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
- (3) Any cost and pricing data relating to the contract; and
- (4) Payments made to all suppliers and subcontractors.

b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

# Personal Service Agreement

MERC Contract No. XXXXXX

g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

7. Project Information. Contractor shall share all project information and fully cooperate with MERC, informing MERC 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 MERC.

8. 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 MERC. 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 MERC.

9. Right to Withhold Payments. MERC shall have the right to withhold from payments due to Contractor such sums as necessary, in MERC's sole opinion, to protect MERC 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.

10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

11. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without MERC's written consent.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, MERC may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by MERC of that or any other provision.

15. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties. MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by

# Personal Service Agreement

MERC Contract No. XXXXXX

MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

16. Severability. The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

17. Counterparts. This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

18. Delivery of Notices. Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Randy Scott  
Crowd Management Services / Starplex  
12722 NE Airport Way  
Portland, OR 97230

To Metro: Metro Procurement Services  
600 NE Grand Ave  
Portland, Oregon 97232  
503-797-1791 fax

With Copy to: Joe Durr  
Portland's Centers for the Arts  
1111 SW Broadway  
Portland, OR 97205

19. Intergovernmental Cooperative Agreement: Pursuant to ORS 279A and the Metro contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials \_\_\_\_\_.**

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION  
COMMISSION

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# Scope of Work – Attachment A

MERC Contract No. XXXXXX

## 1. Purpose and Goal of Work

Contractor must be capable of providing, simultaneously as requested by MERC, an adequate number of security personnel at single or multiple venues and events. The number of personnel, their posts and locations, and the hours and nature of duties will vary from time to time to meet MERC requirements. The services provided shall consist of all equipment, materials, and labor as necessary to perform non-uniformed security, crowd and traffic management services in accordance with the proposal documents. The Contractor shall be responsible for the direct supervision of all security personnel through its designated representatives at the MERC facilities where the services are provided. Security personnel may also act as admissions personnel as required to fill event needs. Non-uniformed Security Services including crowd management and traffic management will be provided at the following facilities:

Portland's 5 Centers for the Arts (Portland's 5), which consists of three buildings as follows:

- Arlene Schnitzer Concert Hall, 1037 SW Broadway, Portland, Oregon 97205
- Antoinette Hatfield Hall, 1111 SW Broadway, Portland, Oregon 97205
- Keller Auditorium, 222 SW Clay Street, Portland, Oregon 97201

## 2. Description of the Scope of Work

- a) Contractor must fill MERC's request for non-uniformed security, crowd and traffic management services on 24 hours notice. When assigning personnel to MERC facilities, Contractor must assign the requested number of competent supervisors to be responsible for the direct supervision of all scheduled personnel.
- b) Supervisory personnel must be responsive to the Facility House Manager or designated representative's immediate needs and carry out appropriate assignments expeditiously. All personnel must be briefed and at their assigned posts at the scheduled work time.
- c) A personnel sign-in sheet with the name of each working person and their assigned location must be presented to the Facility House Manager prior to each event. This sheet shall be maintained at the designated entrance and all personnel must sign in and sign out with a designated MERC employee upon entering or exiting the facility. The sign-in sheet shall be the property of MERC and shall be used as the sole source to indicate hours expended by the Contractor. Billing or sign-in sheet to be submitted to MERC representative no later than 9:00am the next business day. Monthly and annual statements of hours worked to also be provided.
- d) Contractor's employees, representatives, and agents shall at all times comply with MERC rules, regulations, and orders for operation of MERC facilities. Contractor shall discharge any person employed by Contractor in the performance of this Agreement upon written notice from the MERC General Manager or designee that such person is not acceptable to the MERC Management. Contractor's duties of defense and indemnification, set forth below, shall extend to any actions, remarks, or claims brought by or on behalf of any persons discharged pursuant to this paragraph.
- e) The Contractor shall not allow any of its employees to carry any type of weapon, including, but not limited to: firearm; nightstick; baton; or any type of slugging device or weapon, including chemical agents.
- f) The Contractor shall provide appropriate equipment for crowd and traffic management including two-way portable radios, cell phones, magnetic wands, flashlights, personal protection equipment such as gloves, earplugs, etc..., parking cones, traffic barrels, traffic vests, flags, signage and other traffic management such as public street or lane closure equipment for use by non-uniformed security personnel in accordance with State certification for traffic management. MERC will not be responsible to provide equipment for contractor to perform duties.
- g) The Contractor must comply with all Federal and State Equal Opportunity Employer Laws and must adhere to these laws at all times while under contract with MERC. Contractor shall be certified by the City of Portland as an Equal Employment Opportunity Affirmative Action Employer. No parking privileges are associated with this agreement.

### Uniform



# Scope of Work – Attachment A

MERC Contract No. XXXXXX

For easy identification, all personnel employed by the Contractor shall be clothed in a manner approved by MERC. Uniforms are to be provided by Contractor. MERC shall reserve the right to provide uniforms of its own choosing for utilization by the Contractor's personnel. All personnel will appear and act professionally in accordance with MERC staff directives.

## **Training**

Contractor shall provide assurance and documentation that Contractor's employees are trained and / or certified in procedures, techniques, and standards appropriate to, and required for, crowd and traffic management for positions assigned or requested. These include: customer service, ingress/egress inspections, alcohol monitoring, forced ejections, medical and natural emergencies, urban and rural vehicle traffic—automobiles and buses—and incident and report writing, as well as provisions of the Americans with Disabilities Act as regards parking and facility access.

Contractor's contingent of on-site employees will include the appropriate ratio of individuals who possess a current Department of Public Safety Standards and Training (DPSST) certificate stating that the individual is certified to perform security duties in the state of Oregon. Some employees must have participated in a background check as part of that certification process.

## **3. Deliverables/Outcomes**

Non-uniformed security personnel may be required to perform one or more of the following functions:

- a) Conduct a pre-entry inspection of all patrons when required to do so by the MERC. Pre-entry inspections may include visual checks, pat downs, or magnetic searches.
- b) Ability to learn and enforce MERC procedures and policies, follow directives of MERC event and house managers, or their designees as well as City ordinances including, but not limited to, those dealing with aisles clearances, fire lanes and traffic management, contraband, and smoking.
- c) Assist facility personnel with crowd ingress/egress.
- d) Act as admissions staff if needed.
- e) Secure all fire exits from unauthorized entry.
- f) Act to prevent vandalism to the building and its equipment
- g) Evict any person refusing to comply with MERC rules and regulations or City ordinances. If necessary, effect an arrest of any person violating state or local statute/ordinance.
- h) Cooperate fully with MERC personnel and local law enforcement officials.
- i) Prepare and submit to MERC on-site representative a written report on any incident as directed by MERC on-site manager or designee..
- j) Provide traffic control and bus parking coordination on city streets, parking lots and other properties as specifically requested by MERC personnel.
- k) Provide alcohol monitoring with valid, current permit from the Oregon Liquor Control Commission.
- l) Provide bus marshaling services for buses and patrons [including loading of passengers, line control, etc...]

## **Qualifications / Experience**

A minimum of five years of experience in non-uniformed security crowd and traffic management including:

- a) operation and management of peer-group crowd and traffic management security services or comparable event security and crowd management services;
- b) alcohol service monitoring and management;
- c) crowd management for ticketed, reserved or general admission seated events as well as non-seated festival events, trade and/or consumer shows in concert halls, theatres, arenas and / or stadiums, and exposition halls;
- d) local manager with direct management experience in peer-group and traffic security services or comparable security services;

# Scope of Work – Attachment A

MERC Contract No. XXXXXX

- e) record of efficient, courteous, and satisfactory performance of previous contractual obligations as evidenced by references provided;
- f) be competent and be able to provide the necessary personnel directly supervised by proposer and properly equipped;
- g) able to effectively train adequate numbers of people for these types of services;
- h) able to ensure reliable access to 24 Hours/7 Days a Week answering service to ensure access to contractor for emergency, or "last minute," staffing needs.

## 4. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed FOUR HUNDRED FIFTY-THOUSAND AND 00/100<sup>TH</sup> DOLLARS (\$450,000.00).

\$ 15.55 per straight time-per-hour, per-person for **peer-group** security

\$ 15.55 per straight time-per-hour, per-person for **traffic** security.

\$ 16.35 per straight time, per-hour, per-person for **supervisor** services

The maximum price includes all fees, costs and expenses of whatever nature. Each of MERC's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the MERC contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to metroaccountspayable@oregonmetro.gov. The MERC contract number shall be referenced in the email subject line. Contractor's billing invoices for services through June 30 shall be submitted to MERC by June 30. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.

Contract does not guarantee minimum amount or frequency of work.

At its sole discretion MERC may increase these rates each year at a rate not exceeding the Portland Metropolitan CPI.

### CONTRACT ADMINISTRATION

MERC's contract manager shall be Joe Durr. Contractor's point of contact will be Randy Scott.

### COMPLIANCE WITH ORS 181.870—181.887

Contractor shall certify that it complies with ORS 181.870—181.887, Regulations of Private Security Service Providers, as per Attachment B. Contractor shall immediately notify MERC if there are any changes to its status with regard to this requirement.

# Compliance with ORS 181.870— 181.887 – Attachment B



600 NE Grand Ave., Portland, OR 97232-2736  
503-797-1700

MERC Contract No. **XXXXXX**

Contractor certifies that his/her company and its security personnel assigned to MERC facilities will comply with the requirements of ORS 181.870—181.887, “Regulations of Private Security Service Providers” as terms and conditions under the contract awarded by MERC. Contractor agrees to notify MERC immediately if it or any of its employees are determined to be in non-compliance and promptly take corrective action to comply with the regulations and terms of MERC’s contract requirements. Failure to meet the requirements of ORS 181.870 will be considered a breach of contract and may result in the termination of contract without notice.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized agent

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

# Personal Service Agreement

MERC Contract No. XXXXXX

Portland's 5 Centers for the Arts

THIS AGREEMENT is between Metro Exposition Recreation Commission (MERC), an appointed commission of Metro, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and Coast to Coast Event Services, referred to herein as "Contractor," located at 1631 NE Broadway Street, Suite 156, Portland, OR 97232.

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 1, 2015 and shall remain in effect until and including June 30, 2019 unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Attachment 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. MERC 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 FOUR HUNDRED FIFTY-THOUSAND AND 00/100THS DOLLARS (\$450,000.00). Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.
4. Insurance. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
  - (a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
  - (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
  - (c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
  - (d) Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

Metro, MERC, the City of Portland and their elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED on Commercial General Liability and Automobile policies.

Contractor shall provide to MERC 30 days notice of any material change or policy cancellation.

Contractor shall provide MERC with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to MERC. Certificate of Insurance shall identify the MERC contract number.

5. Indemnification. Contractor shall indemnify and hold MERC, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses 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 MERC and for any claims or disputes involving subcontractors.

# Personal Service Agreement

MERC Contract No. XXXXXX

6. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of MERC, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon MERC request, Contractor shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such Work Products.

a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:

- (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
- (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
- (3) Any cost and pricing data relating to the contract; and
- (4) Payments made to all suppliers and subcontractors.

b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

# Personal Service Agreement

MERC Contract No. XXXXXX

g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

7. Project Information. Contractor shall share all project information and fully cooperate with MERC, informing MERC 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 MERC.

8. 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 MERC. 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 MERC.

9. Right to Withhold Payments. MERC shall have the right to withhold from payments due to Contractor such sums as necessary, in MERC's sole opinion, to protect MERC 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.

10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

11. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without MERC's written consent.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, MERC may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by MERC of that or any other provision.

15. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties. MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by

# Personal Service Agreement

MERC Contract No. XXXXXX

MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

16. Severability. The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

17. Counterparts. This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

18. Delivery of Notices. Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Denise Pang  
Coast to Coast Event Services  
1631 NE Broadway  
Portland, OR 97232

To Metro: Metro Procurement Services  
600 NE Grand Ave  
Portland, Oregon 97232  
503-797-1791 fax

With Copy to: Joe Durr  
Portland's Centers for the Arts  
1111 SW Broadway  
Portland, OR 97205

19. Intergovernmental Cooperative Agreement: Pursuant to ORS 279A and the Metro contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials \_\_\_\_\_.**

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION  
COMMISSION

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# Scope of Work – Attachment A

MERC Contract No. XXXXXX

## 1. Purpose and Goal of Work

Contractor must be capable of providing, simultaneously as requested by MERC, an adequate number of security personnel at single or multiple venues and events. The number of personnel, their posts and locations, and the hours and nature of duties will vary from time to time to meet MERC requirements. The services provided shall consist of all equipment, materials, and labor as necessary to perform non-uniformed security, crowd and traffic management services in accordance with the proposal documents. The Contractor shall be responsible for the direct supervision of all security personnel through its designated representatives at the MERC facilities where the services are provided. Security personnel may also act as admissions personnel as required to fill event needs. Non-uniformed Security Services including crowd management and traffic management will be provided at the following facilities:

Portland's Centers for the Arts (Portland's), which consists of three buildings as follows:

- Arlene Schnitzer Concert Hall, 1037 SW Broadway, Portland, Oregon 97205
- Antoinette Hatfield Hall, 1111 SW Broadway, Portland, Oregon 97205
- Keller Auditorium, 222 SW Clay Street, Portland, Oregon 97201

## 2. Description of the Scope of Work

- a) Contractor must fill MERC's request for non-uniformed security, crowd and traffic management services on 24 hours notice. When assigning personnel to MERC facilities, Contractor must assign the requested number of competent supervisors to be responsible for the direct supervision of all scheduled personnel.
- b) Supervisory personnel must be responsive to the Facility House Manager or designated representative's immediate needs and carry out appropriate assignments expediently. All personnel must be briefed and at their assigned posts at the scheduled work time.
- c) A personnel sign-in sheet with the name of each working person and their assigned location must be presented to the Facility House Manager prior to each event. This sheet shall be maintained at the designated entrance and all personnel must sign in and sign out with a designated MERC employee upon entering or exiting the facility. The sign-in sheet shall be the property of MERC and shall be used as the sole source to indicate hours expended by the Contractor. Billing or sign-in sheet to be submitted to MERC representative no later than 9:00am the next business day. Monthly and annual statements of hours worked to also be provided.
- d) Contractor's employees, representatives, and agents shall at all times comply with MERC rules, regulations, and orders for operation of MERC facilities. Contractor shall discharge any person employed by Contractor in the performance of this Agreement upon written notice from the MERC General Manager or designee that such person is not acceptable to the MERC Management. Contractor's duties of defense and indemnification, set forth below, shall extend to any actions, remarks, or claims brought by or on behalf of any persons discharged pursuant to this paragraph.
- e) The Contractor shall not allow any of its employees to carry any type of weapon, including, but not limited to: firearm; nightstick; baton; or any type of slugging device or weapon, including chemical agents.
- f) The Contractor shall provide appropriate equipment for crowd and traffic management including two-way portable radios, cell phones, magnetic wands, flashlights, personal protection equipment such as gloves, earplugs, etc..., parking cones, traffic barrels, traffic vests, flags, signage and other traffic management such as public street or lane closure equipment for use by non-uniformed security personnel in accordance with State certification for traffic management. MERC will not be responsible to provide equipment for contractor to perform duties.
- g) The Contractor must comply with all Federal and State Equal Opportunity Employer Laws and must adhere to these laws at all times while under contract with MERC. Contractor shall be certified by the City of Portland as an Equal Employment Opportunity Affirmative Action Employer. No parking privileges are associated with this agreement.

### Uniform



# Scope of Work – Attachment A

MERC Contract No. XXXXXX

For easy identification, all personnel employed by the Contractor shall be clothed in a manner approved by MERC. Uniforms are to be provided by Contractor. MERC shall reserve the right to provide uniforms of its own choosing for utilization by the Contractor's personnel. All personnel will appear and act professionally in accordance with MERC staff directives.

## **Training**

Contractor shall provide assurance and documentation that Contractor's employees are trained and / or certified in procedures, techniques, and standards appropriate to, and required for, crowd and traffic management for positions assigned or requested. These include: customer service, ingress/egress inspections, alcohol monitoring, forced ejections, medical and natural emergencies, urban and rural vehicle traffic—automobiles and buses—and incident and report writing, as well as provisions of the Americans with Disabilities Act as regards parking and facility access.

Contractor's contingent of on-site employees will include the appropriate ratio of individuals who possess a current Department of Public Safety Standards and Training (DPSST) certificate stating that the individual is certified to perform security duties in the state of Oregon. Some employees must have participated in a background check as part of that certification process.

## **3. Deliverables/Outcomes**

Non-uniformed security personnel may be required to perform one or more of the following functions:

- a) Conduct a pre-entry inspection of all patrons when required to do so by the MERC. Pre-entry inspections may include visual checks, pat downs, or magnetic searches.
- b) Ability to learn and enforce MERC procedures and policies, follow directives of MERC event and house managers, or their designees as well as City ordinances including, but not limited to, those dealing with aisles clearances, fire lanes and traffic management, contraband, and smoking.
- c) Assist facility personnel with crowd ingress/egress.
- d) Act as admissions staff if needed.
- e) Secure all fire exits from unauthorized entry.
- f) Act to prevent vandalism to the building and its equipment
- g) Evict any person refusing to comply with MERC rules and regulations or City ordinances. If necessary, effect an arrest of any person violating state or local statute/ordinance.
- h) Cooperate fully with MERC personnel and local law enforcement officials.
- i) Prepare and submit to MERC on-site representative a written report on any incident as directed by MERC on-site manager or designee..
- j) Provide traffic control and bus parking coordination on city streets, parking lots and other properties as specifically requested by MERC personnel.
- k) Provide alcohol monitoring with valid, current permit from the Oregon Liquor Control Commission.
- l) Provide bus marshaling services for buses and patrons [including loading of passengers, line control, etc...]

## **Qualifications / Experience**

A minimum of five years of experience in non-uniformed security crowd and traffic management including:

- a) operation and management of peer-group crowd and traffic management security services or comparable event security and crowd management services;
- b) alcohol service monitoring and management;
- c) crowd management for ticketed, reserved or general admission seated events as well as non-seated festival events, trade and/or consumer shows in concert halls, theatres, arenas and / or stadiums, and exposition halls;
- d) local manager with direct management experience in peer-group and traffic security services or comparable security services;

# Scope of Work – Attachment A

MERC Contract No. XXXXXX

- e) record of efficient, courteous, and satisfactory performance of previous contractual obligations as evidenced by references provided;
- f) be competent and be able to provide the necessary personnel directly supervised by proposer and properly equipped;
- g) able to effectively train adequate numbers of people for these types of services;
- h) able to ensure reliable access to 24 Hours/7 Days a Week answering service to ensure access to contractor for emergency, or "last minute," staffing needs.

## 4. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed FOUR HUNDRED FIFTY-THOUSAND AND 00/100<sup>TH</sup> DOLLARS (\$450,000.00).

\$ 17.25 per straight time-per-hour, per-person for **peer-group** security (3-hour minimum)

\$ 17.25 per straight time-per-hour, per-person for **traffic** security. (3-hour minimum)

\$ 17.50 per straight time, per-hour, per-person for **supervisor** services (3-hour minimum)

With increases to \$18.00 non-supervisor, and \$21.00 beginning November 1, 2015 and \$18.75 and \$21.75 beginning May 1, 2016.

The maximum price includes all fees, costs and expenses of whatever nature. Each of MERC's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the MERC contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to metroaccountspayable@oregonmetro.gov. The MERC contract number shall be referenced in the email subject line. Contractor's billing invoices for services through June 30 shall be submitted to MERC by June 30. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.

Contract does not guarantee minimum amount or frequency of work.

At its sole discretion MERC may increase these rates each year at a rate not exceeding the Portland Metropolitan CPI.

### CONTRACT ADMINISTRATION

MERC's contract manager shall be Joe Durr. Contractor's point of contact will be Denise Pang.

### COMPLIANCE WITH ORS 181.870--181.887

Contractor shall certify that it complies with ORS 181.870—181.887, Regulations of Private Security Service Providers, as per Attachment B. Contractor shall immediately notify MERC if there are any changes to its status with regard to this requirement.

# Compliance with ORS 181.870— 181.887 – Attachment B



600 NE Grand Ave., Portland, OR 97232-2736  
503-797-1700

MERC Contract No. **XXXXXX**

Contractor certifies that his/her company and its security personnel assigned to MERC facilities will comply with the requirements of ORS 181.870—181.887, “Regulations of Private Security Service Providers” as terms and conditions under the contract awarded by MERC. Contractor agrees to notify MERC immediately if it or any of its employees are determined to be in non-compliance and promptly take corrective action to comply with the regulations and terms of MERC’s contract requirements. Failure to meet the requirements of ORS 181.870 will be considered a breach of contract and may result in the termination of contract without notice.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized agent

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

# Personal Service Agreement

MERC Contract No. XXXXXX

Portland Expo Center

THIS AGREEMENT is between Metro Exposition Recreation Commission (MERC), an appointed commission of Metro, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and Crowd Management Services / Starplex Corporation, referred to herein as "Contractor," located at 12722 NE Airport Way, Portland, OR 97230.

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 1, 2015 and shall remain in effect until and including June 30, 2019 unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Attachment 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. MERC 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 FOUR HUNDRED THOUSAND AND 00/100THS DOLLARS (\$400,000.00). Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.
4. Insurance. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
  - (a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
  - (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
  - (c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
  - (d) Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

Metro, MERC, the city of Portland and its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED on Commercial General Liability and Automobile policies.

Contractor shall provide to MERC 30 days notice of any material change or policy cancellation.

Contractor shall provide MERC with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to MERC. Certificate of Insurance shall identify the MERC contract number.

5. Indemnification. Contractor shall indemnify and hold MERC, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses 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 MERC and for any claims or disputes involving subcontractors.

# Personal Service Agreement

MERC Contract No. XXXXXX

6. Ownership of Documents and Maintenance of Records. Unless otherwise provided herein, all documents, instruments and media of any nature produced by Contractor pursuant to this agreement are Work Products and are the property of MERC, including but not limited to: drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon MERC request, Contractor shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and Contractor agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such Work Products.

a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:

- (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
- (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
- (3) Any cost and pricing data relating to the contract; and
- (4) Payments made to all suppliers and subcontractors.

b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

# Personal Service Agreement

MERC Contract No. XXXXXX

g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

7. Project Information. Contractor shall share all project information and fully cooperate with MERC, informing MERC 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 MERC.

8. 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 MERC. 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 MERC.

9. Right to Withhold Payments. MERC shall have the right to withhold from payments due to Contractor such sums as necessary, in MERC's sole opinion, to protect MERC 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.

10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

11. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without MERC's written consent.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, MERC may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by MERC of that or any other provision.

15. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties. MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by

# Personal Service Agreement

MERC Contract No. **XXXXXX**

MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

16. Severability. The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

17. Counterparts. This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

18. Delivery of Notices. Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Randy Scott  
Crowd Management Services / Starplex  
12722 NE Airport Way  
Portland, OR 97230

To Metro: Metro Procurement Services  
600 NE Grand Ave  
Portland, Oregon 97232  
503-797-1791 fax

With Copy to: Brian Joerg  
Portland Expo Center  
2060 N Marine Dr  
Portland, OR 97217  
brianjoerg@expocenter.org

19. Intergovernmental Cooperative Agreement: Pursuant to ORS 279A and the Metro contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials \_\_\_\_\_.**

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION  
COMMISSION

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# Scope of Work – Attachment A

MERC Contract No. XXXXXX

## 1. Purpose and Goal of Work

Contractor must be capable of providing, simultaneously as requested by MERC, an adequate number of security personnel at single or multiple venues and events. The number of personnel, their posts and locations, and the hours and nature of duties will vary from time to time to meet MERC requirements. The services provided shall consist of all equipment, materials, and labor as necessary to perform non-uniformed security, crowd and traffic management services in accordance with the proposal documents. The Contractor shall be responsible for the direct supervision of all security personnel through its designated representatives at the MERC facilities where the services are provided. Security personnel may also act as admissions personnel as required to fill event needs. Non-uniformed Security Services including crowd management and traffic management will be provided at the following facilities:

Portland Expo Center [2060 N Marine Dr, Portland, OR 97217](#)

## 2. Description of the Scope of Work

- a) Contractor must fill MERC's request for non-uniformed security, crowd and traffic management services on 24 hours notice. When assigning personnel to MERC facilities, Contractor must assign the requested number of competent supervisors to be responsible for the direct supervision of all scheduled personnel.
- b) Supervisory personnel must be responsive to the Expo Managers and Supervisors or designated representative's immediate needs and carry out appropriate assignments expeditiously. All personnel must be briefed and at their assigned posts at the scheduled work time.
- c) A personnel sign-in sheet with the name of each working person and their assigned location must be presented to the Account Executive, Event Manager or Parking Manager prior to each event. This sheet shall be maintained at a designated location and all personnel must sign in and sign out with a designated MERC employee upon entering or exiting the facility. The sign-in sheet shall be the property of MERC and shall be used as the sole source to indicate hours expended by the Contractor. Sign-in sheet to be submitted to facility representative at close of event. Billing statements are due to Account Executive, Event Manager or Parking Manager within 48 hours. Monthly and annual statements of hours worked to be provided upon request.
- d) Contractor's employees, representatives, and agents shall at all times comply with MERC rules, regulations, and orders for operation of MERC facilities. Contractor shall discharge any person employed by Contractor in the performance of this Agreement upon written notice from the MERC General Manager or designee that such person is not acceptable to the MERC Management. Contractor's duties of defense and indemnification, set forth below, shall extend to any actions, remarks, or claims brought by or on behalf of any persons discharged pursuant to this paragraph.
- e) The Contractor shall not allow any of its employees to carry any type of weapon, including, but not limited to: firearm; nightstick; baton; or any type of slugging device or weapon, including chemical agents.
- f) The Contractor shall provide appropriate equipment for crowd and traffic management including two-way portable radios, cell phones, magnetic wands, flashlights, personal protection equipment such as gloves, earplugs, etc..., parking cones, traffic barrels, traffic vests, flags, signage and other traffic management equipment such as public street or lane closure equipment for use by non-uniformed security personnel in accordance with State certification for traffic management. MERC will not be responsible to provide equipment for contractor to perform duties.
- g) The Contractor must comply with all Federal and State Equal Opportunity Employer Laws and must adhere to these laws at all times while under contract with MERC. Contractor shall be certified by the City of Portland as an Equal Employment Opportunity Affirmative Action Employer. No parking privileges are associated with this agreement.

### Uniform



# Scope of Work – Attachment A

MERC Contract No. XXXXXX

For easy identification, all personnel employed by the Contractor shall be clothed in a manner approved by MERC. Uniforms are to be provided by Contractor. MERC shall reserve the right to provide uniforms of its own choosing for utilization by the Contractor's personnel. All personnel will appear and act professionally in accordance with MERC staff directives.

## **Training**

Contractor shall provide assurance and documentation that Contractor's employees are trained and / or certified in procedures, techniques, and standards appropriate to, and required for, crowd and traffic management for positions assigned or requested. These include: customer service, ingress/egress inspections, alcohol monitoring, forced ejections, medical and natural emergencies, urban and rural vehicle traffic—automobiles and buses—and incident and report writing, as well as provisions of the Americans with Disabilities Act as regards parking and facility access.

Contractor's contingent of on-site employees will include the appropriate ratio of individuals who possess a current Department of Public Safety Standards and Training (DPSST) certificate stating that the individual is certified to perform security duties in the state of Oregon. Same employees must have participated in a background check as part of that certification process.

## **3. Deliverables/Outcomes**

Non-uniformed security and/or traffic management personnel may be required to perform one or more of the following functions:

- a) Conduct a pre-entry inspection of all patrons when required to do so by the MERC. Pre-entry inspections may include visual checks, pat downs, or magnetic searches.
- b) Ability to learn and enforce MERC procedures and policies, follow directives of MERC event and house managers, or their designees as well as City ordinances including, but not limited to, those dealing with aisles clearances, fire lanes and traffic management, contraband, and smoking.
- c) Assist facility personnel with crowd ingress/egress.
- d) Act as admissions staff if needed.
- e) Secure all fire exits from unauthorized entry.
- f) Act to prevent vandalism to the building and its equipment
- g) Evict any person refusing to comply with MERC rules and regulations or City ordinances. If necessary, effect an arrest of any person violating state or local statute/ordinance.
- h) Cooperate fully with MERC personnel and local law enforcement officials.
- i) Prepare and submit to MERC on-site representative a written report on any incident as directed by MERC on-site manager..
- j) Provide traffic control and parking coordination on city streets, parking lots and other properties as specifically requested by MERC personnel.
- k) Provide alcohol monitoring with valid, current permit from the Oregon Liquor Control Commission.
- l) Provide bus marshaling services for buses and patrons [including loading of passengers, line control, and similar duties]
- m) Provide licensed drivers to operate MERC owned vehicles on city streets, parking lots, and other properties.

## **Qualifications / Experience**

A minimum of five years of experience in non-uniformed security crowd and traffic management including:

- a) operation and management of peer-group crowd and traffic management security services or comparable event security and crowd management services;
- b) alcohol service monitoring and management;

# Scope of Work – Attachment A

MERC Contract No. **XXXXXX**

- c) crowd management for ticketed, reserved or general admission seated events as well as non-seated festival events, trade and/or consumer shows in concert halls, theatres, arenas and / or stadiums, and exposition halls;
- d) local manager with direct management experience in peer-group and traffic security services or comparable security services;
- e) record of efficient, courteous, and satisfactory performance of previous contractual obligations as evidenced by references provided;
- f) be competent and be able to provide the necessary personnel directly supervised by proposer and properly equipped;
- g) able to effectively train adequate numbers of people for these types of services;
- h) able to ensure reliable access to 24 Hours/7 Days a Week answering service to ensure access to contractor for emergency, or "last minute," staffing needs.

## 4. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed FOUR HUNDRED THOUSAND AND 00/100<sup>TH</sup> DOLLARS (\$400,000.00).

\$ 15.55 per straight time-per-hour, per-person for **peer-group** security

\$ 15.55 per straight time-per-hour, per-person for **traffic** security.

\$ 16.35 per straight time, per-hour, per-person for **supervisor** services

The maximum price includes all fees, costs and expenses of whatever nature. Each of MERC's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the MERC contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period [event]. Contractor's billing invoices shall be sent to [metroaccountspayable@oregonmetro.gov](mailto:metroaccountspayable@oregonmetro.gov), in addition to the entities listed above [2.c] within 48 hours. The MERC contract number shall be referenced in the email subject line. Contractor's billing invoices for services through June 30 shall be submitted to MERC by June 30. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.

Contract does not guarantee minimum amount or frequency of work.

At its sole discretion MERC may increase these rates each year at a rate not exceeding the Portland Metropolitan CPI.

### CONTRACT ADMINISTRATION

MERC's contract manager shall be Brian Joerg. Contractor's point of contact will be Randy Scott.

### COMPLIANCE WITH ORS 181.870 – 181.887

Contractor shall certify that it complies with ORS 181.870 – 181.887, Regulations of Private Security Service Providers, as per Attachment B. Contractor shall immediately notify MERC if there are any changes to its status with regard to this requirement.

# Compliance with ORS 181.870 – 181.887 Attachment B



600 NE Grand Ave., Portland, OR 97232-2736  
503-797-1700

MERC Contract No. **XXXXXX**

Contractor certifies that his/her company and its security personnel assigned to MERC facilities will comply with the requirements of ORS 181.870, "Regulations of Private Security Service Providers" as terms and conditions under the contract awarded by MERC. Contractor agrees to notify MERC immediately if it or any of its employees are determined to be in non-compliance and promptly take corrective action to comply with the regulations and terms of MERC's contract requirements. Failure to meet the requirements of ORS 181.870 will be considered a breach of contract and may result in the termination of contract without notice.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized agent

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

# Personal Service Agreement

MERC Contract No. XXXXXX

Portland Expo Center

THIS AGREEMENT is between Metro Exposition Recreation Commission (MERC), an appointed commission of Metro, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, and Coast to Coast Event Services, referred to herein as "Contractor," located at 1631 NE Broadway Street, Suite 156, Portland, OR 97232.

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 1, 2015 and shall remain in effect until and including June 30, 2019 unless terminated or extended as provided in this Agreement.
2. Scope of Work. Contractor shall provide all services and materials specified in the attached "Attachment 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. MERC 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 FIFTY THOUSAND AND 00/100THS DOLLARS (\$50,000.00). Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.
4. Insurance. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
  - (a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
  - (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
  - (c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and
  - (d) Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice.

Metro, MERC, the City of Portland and their elected officials, departments, employees, and agents shall be named as ADDITIONAL INSURED on Commercial General Liability and Automobile policies.

Contractor shall provide to MERC 30 days notice of any material change or policy cancellation.

Contractor shall provide MERC with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to MERC. Certificate of Insurance shall identify the MERC contract number.

5. Indemnification. Contractor shall indemnify and hold MERC, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses 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 MERC and for any claims or disputes involving subcontractors.

# Personal Service Agreement

MERC Contract No. XXXXXX

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a. Contractor and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, Contractor and subcontractors shall maintain any other records necessary to clearly document:

- (1) The performance of the contractor, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the contractor or subcontractor under the terms of the contract or subcontract;
- (2) Any claims arising from or relating to the performance of the contractor or subcontractor under a public contract;
- (3) Any cost and pricing data relating to the contract; and
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b. Contractor and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.

c. Contractor and subcontractors shall make records available to Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, within the boundaries of the Metro region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of Metro, the Contractor or subcontractor agrees to bear all of the costs for Metro employees, and any necessary consultants hired by Metro, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the Contractor elects to have such records outside these boundaries, the costs paid by the Contractor to Metro for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.

d. Contractor and subcontractors authorize and permit Metro and its authorized representatives, including but not limited to the staff of any Metro department and the staff of the Metro Auditor, to inspect, examine, copy and audit the books and records of Contractor or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. Metro shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.

e. Contractor and subcontractors agree to disclose the records requested by Metro and agree to the admission of such records as evidence in any proceeding between Metro and the Contractor or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.

f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

# Personal Service Agreement

MERC Contract No. XXXXXX

g. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in debarment as a bidder or proposer for future Metro contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the Contractor or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

7. Project Information. Contractor shall share all project information and fully cooperate with MERC, informing MERC 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 MERC.

8. 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 MERC. 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 MERC.

9. Right to Withhold Payments. MERC shall have the right to withhold from payments due to Contractor such sums as necessary, in MERC's sole opinion, to protect MERC 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.

10. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapters 279A, 279B and 279C, and the recycling provisions of ORS 279B.025 to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

11. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without MERC's written consent.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, MERC may terminate this Agreement by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by MERC of that or any other provision.

15. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties. MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by

# Personal Service Agreement

MERC Contract No. XXXXXX

MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

16. Severability. The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

17. Counterparts. This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

18. Delivery of Notices. Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

To Contractor: Randy Scott  
Crowd Management Services / Starplex  
12722 NE Airport Way  
Portland, OR 97230

To Metro: Metro Procurement Services  
600 NE Grand Ave  
Portland, Oregon 97232  
503-797-1791 fax

With Copy to: Brian Joerg  
Portland Expo Center  
2060 N Marine Dr  
Portland, OR 97217  
brianjoerg@expocenter.org

19. Intergovernmental Cooperative Agreement: Pursuant to ORS 279A and the Metro contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. **Contractor declines to participate in the Intergovernmental Cooperative Purchasing program as indicated by the following initials \_\_\_\_\_.**

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION  
COMMISSION

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# Scope of Work – Attachment A

MERC Contract No. XXXXXX

## 1. Purpose and Goal of Work

Contractor must be capable of providing, simultaneously as requested by MERC, an adequate number of security personnel at single or multiple venues and events. The number of personnel, their posts and locations, and the hours and nature of duties will vary from time to time to meet MERC requirements. The services provided shall consist of all equipment, materials, and labor as necessary to perform non-uniformed security, crowd and traffic management services in accordance with the proposal documents. The Contractor shall be responsible for the direct supervision of all security personnel through its designated representatives at the MERC facilities where the services are provided. Security personnel may also act as admissions personnel as required to fill event needs. Non-uniformed Security Services including crowd management and traffic management will be provided at the following facilities:

Portland Expo Center 2060 N Marine Dr, Portland, OR 97217

## 2. Description of the Scope of Work

- a) Contractor must fill MERC's request for non-uniformed security, crowd and traffic management services on 24 hours notice. When assigning personnel to MERC facilities, Contractor must assign the requested number of competent supervisors to be responsible for the direct supervision of all scheduled personnel.
- b) Supervisory personnel must be responsive to the Expo Managers and Supervisors or designated representative's immediate needs and carry out appropriate assignments expediently. All personnel must be briefed and at their assigned posts at the scheduled work time.
- c) A personnel sign-in sheet with the name of each working person and their assigned location must be presented to the Account Executive, Event Manager or Parking Manager prior to each event. This sheet shall be maintained at a designated location and all personnel must sign in and sign out with a designated MERC employee upon entering or exiting the facility. The sign-in sheet shall be the property of MERC and shall be used as the sole source to indicate hours expended by the Contractor. Sign-in sheet to be submitted to facility representative at close of event. Billing statements are due to Account Executive, Event Manager or Parking Manager within 48 hours. Monthly and annual statements of hours worked to be provided upon request.
- d) Contractor's employees, representatives, and agents shall at all times comply with MERC rules, regulations, and orders for operation of MERC facilities. Contractor shall discharge any person employed by Contractor in the performance of this Agreement upon written notice from the MERC General Manager or designee that such person is not acceptable to the MERC Management. Contractor's duties of defense and indemnification, set forth below, shall extend to any actions, remarks, or claims brought by or on behalf of any persons discharged pursuant to this paragraph.
- e) The Contractor shall not allow any of its employees to carry any type of weapon, including, but not limited to: firearm; nightstick; baton; or any type of slugging device or weapon, including chemical agents.
- f) The Contractor shall provide appropriate equipment for crowd and traffic management including two-way portable radios, cell phones, magnetic wands, flashlights, personal protection equipment such as gloves, earplugs, etc..., parking cones, traffic barrels, traffic vests, flags, signage and other traffic management equipment such as public street or lane closure equipment for use by non-uniformed security personnel in accordance with State certification for traffic management. MERC will not be responsible to provide equipment for contractor to perform duties.
- g) The Contractor must comply with all Federal and State Equal Opportunity Employer Laws and must adhere to these laws at all times while under contract with MERC. Contractor shall be certified by the City of Portland as an Equal Employment Opportunity Affirmative Action Employer. No parking privileges are associated with this agreement.

### Uniform



# Scope of Work – Attachment A

MERC Contract No. XXXXXX

For easy identification, all personnel employed by the Contractor shall be clothed in a manner approved by MERC. Uniforms are to be provided by Contractor. MERC shall reserve the right to provide uniforms of its own choosing for utilization by the Contractor's personnel. All personnel will appear and act professionally in accordance with MERC staff directives.

## **Training**

Contractor shall provide assurance and documentation that Contractor's employees are trained and / or certified in procedures, techniques, and standards appropriate to, and required for, crowd and traffic management for positions assigned or requested. These include: customer service, ingress/egress inspections, alcohol monitoring, forced ejections, medical and natural emergencies, urban and rural vehicle traffic—automobiles and buses—and incident and report writing, as well as provisions of the Americans with Disabilities Act as regards parking and facility access.

Contractor's contingent of on-site employees will include the appropriate ratio of individuals who possess a current Department of Public Safety Standards and Training (DPSST) certificate stating that the individual is certified to perform security duties in the state of Oregon. Same employees must have participated in a background check as part of that certification process.

## **3. Deliverables/Outcomes**

Non-uniformed security and/or traffic management personnel may be required to perform one or more of the following functions:

- a) Conduct a pre-entry inspection of all patrons when required to do so by the MERC. Pre-entry inspections may include visual checks, pat downs, or magnetic searches.
- b) Ability to learn and enforce MERC procedures and policies, follow directives of MERC event and house managers, or their designees as well as City ordinances including, but not limited to, those dealing with aisles clearances, fire lanes and traffic management, contraband, and smoking.
- c) Assist facility personnel with crowd ingress/egress.
- d) Act as admissions staff if needed.
- e) Secure all fire exits from unauthorized entry.
- f) Act to prevent vandalism to the building and its equipment
- g) Evict any person refusing to comply with MERC rules and regulations or City ordinances. If necessary, effect an arrest of any person violating state or local statute/ordinance.
- h) Cooperate fully with MERC personnel and local law enforcement officials.
- i) Prepare and submit to MERC on-site representative a written report on any incident as directed by MERC on-site manager..
- j) Provide traffic control and parking coordination on city streets, parking lots and other properties as specifically requested by MERC personnel.
- k) Provide alcohol monitoring with valid, current permit from the Oregon Liquor Control Commission.
- l) Provide bus marshaling services for buses and patrons [including loading of passengers, line control, and similar duties]
- m) Provide licensed drivers to operate MERC owned vehicles on city streets, parking lots, and other properties.

## **Qualifications / Experience**

A minimum of five years of experience in non-uniformed security crowd and traffic management including:

- a) operation and management of peer-group crowd and traffic management security services or comparable event security and crowd management services;
- b) alcohol service monitoring and management;

# Scope of Work – Attachment A

MERC Contract No. XXXXXX

- c) crowd management for ticketed, reserved or general admission seated events as well as non-seated festival events, trade and/or consumer shows in concert halls, theatres, arenas and / or stadiums, and exposition halls;
- d) local manager with direct management experience in peer-group and traffic security services or comparable security services;
- e) record of efficient, courteous, and satisfactory performance of previous contractual obligations as evidenced by references provided;
- f) be competent and be able to provide the necessary personnel directly supervised by proposer and properly equipped;
- g) able to effectively train adequate numbers of people for these types of services;
- h) able to ensure reliable access to 24 Hours/7 Days a Week answering service to ensure access to contractor for emergency, or "last minute," staffing needs.

## 4. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed FIFTY THOUSAND AND 00/100<sup>TH</sup> DOLLARS (\$50,000.00).

\$ 17.25 per straight time-per-hour, per-person for **peer-group** security (3-hour minimum)

\$ 17.25 per straight time-per-hour, per-person for **traffic** security. (3-hour minimum)

\$ 17.50 per straight time, per-hour, per-person for **supervisor** services (3-hour minimum)

With increases to \$18.00 non-supervisor, and \$21.00 beginning November 1, 2015 and \$18.75 and \$21.75 beginning May 1, 2016.

The maximum price includes all fees, costs and expenses of whatever nature. Each of MERC's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the MERC contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period [event],. Contractor's billing invoices shall be sent to [metroaccountspayable@oregonmetro.gov](mailto:metroaccountspayable@oregonmetro.gov), in addition to the entities listed above [2.c] within 48 hours The MERC contract number shall be referenced in the email subject line. Contractor's billing invoices for services through June 30 shall be submitted to MERC by June 30. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.

Contract does not guarantee minimum amount or frequency of work.

At its sole discretion MERC may increase these rates each year at a rate not exceeding the Portland Metropolitan CPI.

### CONTRACT ADMINISTRATION

MERC's contract manager shall be Brian Joerg. Contractor's point of contact will be Randy Scott.

### COMPLIANCE WITH ORS 181.870 – 181.887

Contractor shall certify that it complies with ORS 181.870 – 181.887, Regulations of Private Security Service Providers, as per Attachment B. Contractor shall immediately notify MERC if there are any changes to its status with regard to this requirement.

# Scope of Work – Attachment A

---

MERC Contract No. XXXXXX

# Compliance with ORS 181.870 – 181.887 Attachment B



600 NE Grand Ave., Portland, OR 97232-2736  
503-797-1700

MERC Contract No. **XXXXXX**

Contractor certifies that his/her company and its security personnel assigned to MERC facilities will comply with the requirements of ORS 181.870, "Regulations of Private Security Service Providers" as terms and conditions under the contract awarded by MERC. Contractor agrees to notify MERC immediately if it or any of its employees are determined to be in non-compliance and promptly take corrective action to comply with the regulations and terms of MERC's contract requirements. Failure to meet the requirements of ORS 181.870 will be considered a breach of contract and may result in the termination of contract without notice.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized agent

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

**METROPOLITAN EXPOSITION RECREATION COMMISSION**  
**Resolution Number 15-06**

For the purpose of recognizing Chris Erickson’s Contributions to the Metropolitan Exposition Recreation Commission (MERC).

**WHEREAS**, Chris Erickson served as a member of MERC since July 2009, providing leadership and counsel to the agency; and

**WHEREAS**, Erickson served as MERC Secretary-Treasurer in FY2011-12 and MERC Chair in FY2012-13; and

**WHEREAS**, Erickson was a Budget Committee member in fiscal years 2010-11 through 2013-14, providing guidance and direction for the development and management of MERC’s \$88 million enterprise-driven budget; and

**WHEREAS**, Erickson was the Commission’s liaison to the Metro Audit Committee for FY2013-14 and FY2014-15; and

**WHEREAS**, Erickson brought substantial expertise and experience to the Commission helping guide it to many notable achievements during his service including:

- Providing leadership and advocacy for the Portland’s Centers for the Arts and the Oregon Convention Center as a liaison to the venues during his years on the Commission;
- Effectively advocating the importance of developing a convention headquarters hotel adjacent to the Oregon Convention Center;
- Providing leadership and guidance to the MERC venues by requesting a study leading to an update of MERC’s First Opportunity Target Area;
- Supporting sustainability efforts of the MERC venues including the Oregon Convention Center’s achievement of LEED Platinum certification, the highest level of certification offered by the U.S. Green Building Council; and
- Prioritizing a Market and Financial Feasibility Study to determine the long-term future of the Portland Expo Center.

**BE IT THEREFORE RESOLVED**, that the Metropolitan Exposition Recreation Commission thanks Chris Erickson for his service, leadership, enthusiasm and a willingness to share his business expertise in the many roles he so admirably filled during his tenure with MERC.

Passed by the Commission on April 1, 2015.

Approved as to Form:  
Alison R. Kean, Metro Attorney

---

Chair

---

Secretary/Treasurer

---

Nathan A. S. Sykes, Deputy Metro Attorney

**Materials following this page are  
attachments to the public record.**

# OREGON ZOO

*a better future for wildlife*

Teri Dresler

Interim zoo director

Scott Robinson

Deputy chief operating officer



OREGON  
ZOO

 M E T R O



The Oregon Zoo inspires the community to respect animals and take action on behalf of the natural world.







We create engaging experiences and advance the highest level of animal welfare, environmental literacy and conservation science.



# Strategic plan

Mandates; our strategic focus areas

- Make animal welfare a guiding principle
- Be conservation leaders
- Educate and inspire our community
- Implement phase one of the master plan
- Further a culture of organizational excellence
- Grow usable net resources



# Budget

## FY2014-15 Operating Fund

### Revenues

Grants	202,690
Miscellaneous Revenue	230,000
Charges for Services	21,700,178
Contributions from Private Sources	284,520
Transfers-R	<u>12,254,728</u>
<i>Total Revenues</i>	<i>34,672,116</i>

### Expenditures

Personnel Services	18,791,086
Materials and Services	12,136,665
Transfers-E	<u>3,744,360</u>
<i>Total Expenditures</i>	<i>34,672,111</i>



# Oregon Zoo Foundation

The Oregon Zoo Foundation is an independent nonprofit that encourages charitable giving in order to advance the zoo's mission.

Since 1997, the foundation has contributed more than \$52 million to the Oregon Zoo to enhance efforts in conservation, education and animal welfare.

- Individual gifts and donations
- Corporate partnerships
- Grants
- Special events
- Membership program



# Oregon Zoo by the numbers

45,000 member households

**1,500,000**

annual visitors

**1,955**

animals

15,000 cubic yards of  
sand at Elephant Lands

**1,500**

volunteers

**22 endangered species**

**200,000**

Facebook fans

**64 acre campus**

37 threatened species

**\$125 million bond  
program**

active in

**21**

Species Survival Plans

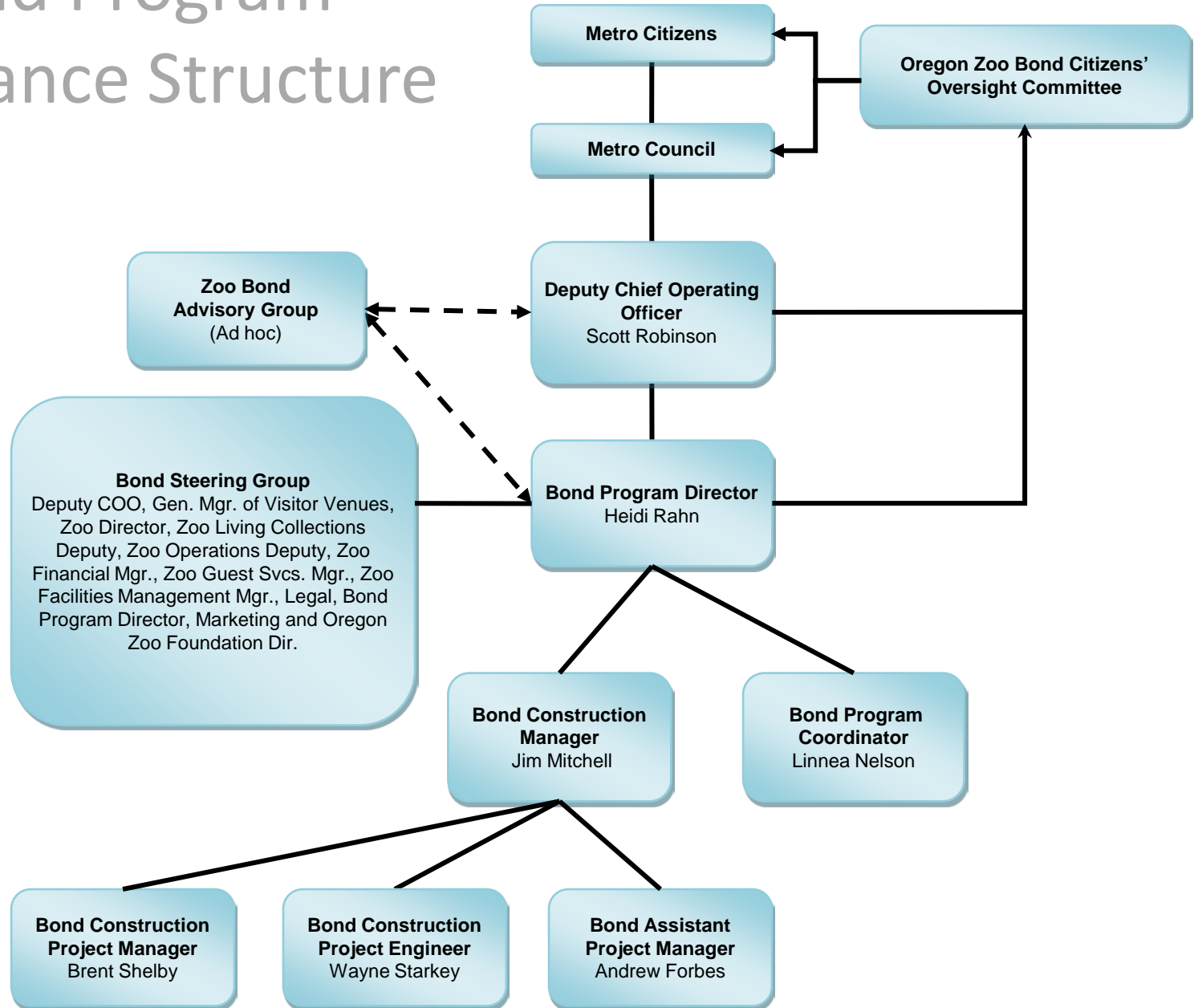


# 2008 Bond Measure

- Protect animal health and safety
- Improve sustainability
- Increase access to conservation education



# Zoo Bond Program Governance Structure



# OREGON ZOO BOND PROGRAM

PROJECT SEQUENCE AND PROGRESS, AS OF MARCH 2015

BOND PASSES  
in November 2008



PRE-SCHEMATIC DESIGN COMPLETED AS PART OF MASTER PLAN

PRE-SCHEMATIC DESIGN COMPLETED AS PART OF MASTER PLAN

\* Future projects sequence subject to change



# Budget by project

Project	Current Budget
Veterinary Medical Center	\$8.8m
Penguin water conservation	\$1.8m
Water main building	\$242k
Condors of the Columbia	\$2.6m
Elephant Lands	\$57.6m
Education Center	\$14.7m
Polar Bears	\$20.1m
Primates/rhinos	\$14.2m
*Remote Elephant Center	\$7.2m





**Penguin Water Conservation  
Completed 2011**



**Water Main Building  
Completed 2011**



**Veterinary Medical Center  
Completed 2012**



**Condors of the Columbia  
Completed 2014**

# Elephant Lands

## Opening Fall 2015



# MWESB contract utilization

- 15% MWESB utilization goal
- Outcomes
  - 17% Veterinary Medical Center
  - 26% Condors of Columbia
  - Est. 10% Elephant Lands
- >\$5m to MWESB firms to date

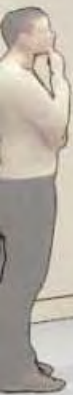












WELCOME

70%  
60%  
50%



# Education center and Nature Exploration Station (NESt)





# Oregon Convention Center

## Website feature update and design preview

Scott Cruickshank

Matt Pizzuti

Jon Smith

Brandy Trotter

Danielle Kulczyk

# Moving to Drupal

- Expo – November 2011
- Oregon Zoo – March 2012
- Portland's 5 Centers for the Arts – August 2013
- Metro – May 2014
- Oregon Convention Center – June 2015

# New features

- Live chat
- Document library
- EBMS API connection
- Event calendar
- Enhanced videos
- Virtual tour through iMap
- Robust search
- Eat at OCC feature
- Translation



Design preview

English Español Pycckий tiếng Việt

Calendar Parking & Directions Accessibility Eat Now Contact

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JAN 6-10

2015 PORTLAND BRIDAL SHOW

BUY TICKETS EVENT INFO

JAN 6-10

COMIC CON WIZARD WORLD

EVENT INFO

JAN 6-10

THE GARDEN & PATIO SHOW

BUY TICKETS EVENT INFO

JAN 6-10

PORTLAND INTERNATIONAL AUTO SHOW

BUY TICKETS EVENT INFO

SEE FULL CALENDAR

**Greenest Convention Center**

As the only certified LEED Platinum convention center in the USA we're sustainable from floor to ceiling.

**Portland is Awesome**

As the only certified LEED Platinum convention center in the USA we're sustainable from floor to ceiling.

**We've got you covered**

As the only certified LEED Platinum convention center in the USA we're sustainable from floor to ceiling.

TAKE A CLOSER LOOK

HAPPENING NOW

JAN 29

Today

Portland Fire & Rescue - Firefighter & Trainee Test

EXHIBIT HALL A-A1

BUY TICKETS

FEB 3-9

Wednesday

The Art Institute of Portland Graduation

BALLROOM 201-202

BUY TICKETS

FEB 10

Saturday

Advanced Technology group holiday party

BALLROOM 251

BUY TICKETS

SEE FULL CALENDAR

LATEST NEWS

Jan 12, 2015  
How the OCC is using strategic energy management.

Jan 12, 2015  
OCC Achieves highest level of Sustainability certification in US

Jan 12, 2015  
Video: Sustainability at the Oregon Convention Center

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OR Convention Center  
NCA award for 1st conference center with LEED Platinum Certification.

OR Convention Center  
Welcome guests to the annual Portland International Auto show, see some of the best car collections from around the world.

OR Convention Center  
Looking for that one of a kind gift? @Craftywonder super holiday sale today. There is a wide selection of holiday gifts ranging from your favorite wooden toys, hand crafted ornaments, and one of a kind pieces of holiday art for your home.

Browser @OregonCC

# EVENT CALENDAR

Check out what's coming up at the Oregon Convention Center

2015

January

JANUARY

FEBRUARY

MARCH

APRIL

MAY

JUNE

JAN 8-12

Thursday-Monday BALLROOM 202-204  
The Gay Christian Network CGN Conference 2015

BUY TICKETS EVENT DETAILS

JAN 9-12

Thursday-Monday BALLROOM 202-204  
Build, Remodel & Landscape Show

BUY TICKETS EVENT DETAILS

JAN 13

Thursday-Monday BALLROOM 202-204  
Silgin contains Meeting with Del Monte Foods group

BUY TICKETS EVENT DETAILS

Feburary

FEB 8-12

Thursday-Monday BALLROOM 202-204  
Advocare National Conference

FEB 9-12

Thursday-Monday BALLROOM 202-204  
2015 Portland Seafood and Wine Festival

BUY TICKETS EVENT DETAILS

LOAD 10 MORE

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## GET IN TOUCH



GIVE US A CALL  
503-235-7575



CHAT WITH AN EXPERT



DROP US A LINE  
INFO@OREGONCC.ORG

Our knowledgeable staff is ready to help. Chat with one of our experts now to find out why the OCC is the perfect venue for your next event.

### CURRENT EVENTS

Jan. 3, 2015  
The Ugly Sweater Run

Jan. 4, 2015  
Winter Fire Management Officers Meeting

Jan. 7, 2015  
Oregon Golf Course Superintendents Association: Pest management seminar 2014

SEE ALL EVENTS

### LATEST NEWS

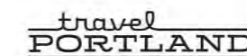
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Jan. 7, 2015  
Video: Sustainability at the oregon convention center.

SEE ALL NEWS

### PARTNERS



## WELCOME, VISITORS!

We're thrilled to have you at the Oregon Convention Center. We've put this page together to help you get here, get around, and generally be delighted during your time with us. If you need help, please don't hesitate to get in touch.

### GETTING HERE



#### Directions

Nullam ac porta nibh, ut congue justo. Quisque eget mauris sit amet mi tristique vestibulum at sit amet

DRIVING DIRECTIONS

PUBLIC TRANSIT



#### Parking

Nullam ac porta nibh, ut congue justo. Quisque eget mauris sit amet mi tristique vestibulum at sit amet

FIND PARKING



#### Accommodations

Nullam ac porta nibh, ut congue justo. Quisque eget mauris sit amet mi tristique vestibulum at sit amet

FIND ACCOMMODATIONS

### FOOD AND CULTURE



#### Eat Now

Nullam ac porta nibh, ut congue justo. Quisque eget mauris sit amet mi tristique vestibulum at sit amet

FIND FOOD NOW

### GETTING AROUND



#### Inside the OCC

Nullam ac porta nibh, ut congue justo. Quisque eget mauris sit amet mi tristique vestibulum at sit amet

INDOOR MAPS

ACCESSIBILITY INFO



#### Around the OCC

Nullam ac porta nibh, ut congue justo. Quisque eget mauris sit amet mi tristique vestibulum at sit amet

OCC NEIGHBORHOOD



#### Around Portland

Nullam ac porta nibh, ut congue justo. Quisque eget mauris sit amet mi tristique vestibulum at sit amet

ABOUT PORTLAND

### GUEST SERVICES AND POLICIES



#### Wi-fi and Amenities

Nullam ac porta nibh, ut congue justo. Quisque eget mauris sit amet mi tristique vestibulum at sit amet

OUR GUEST SERVICES

## TAKE A CLOSER LOOK



## OCC IS THE GREENEST CONVENTION CENTER IN THE COUNTRY

### Leed Green Building

Vivamus eleifend elit in purus congue viverra. Proin vehicula, elit nec scelerisque condimentum, quam leo trucidant arcu, id elementum metus libero ac magna. Ut cursus nisi sem, et mollis quam ullamcorper nec. Maecenas eget convallis tortor.



### APEX/ASTM Certified

Vivamus eleifend elit in purus congue viverra. Proin vehicula, elit nec scelerisque condimentum, quam leo trucidant arcu, id elementum metus libero ac magna. Ut cursus nisi sem, et mollis quam ullamcorper nec. Maecenas eget convallis tortor.



ABOUT OUR COMMITMENT TO SUSTAINABILITY

## LATEST NEWS

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NCA award for 1st conference center with LEED Platinum Certification. [Expand](#)
- OR Convention Center** 1.8k  
Welcome guests to the annual Portland International Auto show, see some of the best car collections from around the world. [Expand](#)
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- ALL PAGES EVENTS NEWS DOCUMENTS

Showing 10 of 29 results

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Concessions-menu.pdf
About Portland
Accessibility
Chocolatefest 2014
Cateringmenu-2.doc
Concessions-menu-2.pdf
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Accessibility

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Any
CLEAR ALL FILTERS

1 2 3 NEXT

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- About Portland
Accessibility

1 2 3 NEXT

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- GIVE US A CALL 503-235-7575
CHAT WITH AN EXPERT
DROP US A LINE INFO@OREGONCC.ORG

Our knowledgeable staff is ready to help. Chat with one of our experts now to find out why the OCC is the perfect venue for your next event.

CURRENT EVENTS

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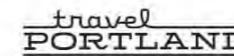
SEE ALL EVENTS

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Jan. 7, 2015 Video: Sustainability at the oregon convention center

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PARTNERS



# Feedback and Q&A

MAKING A  
GREAT  
PLACE



# Oregon Convention Center Hotel

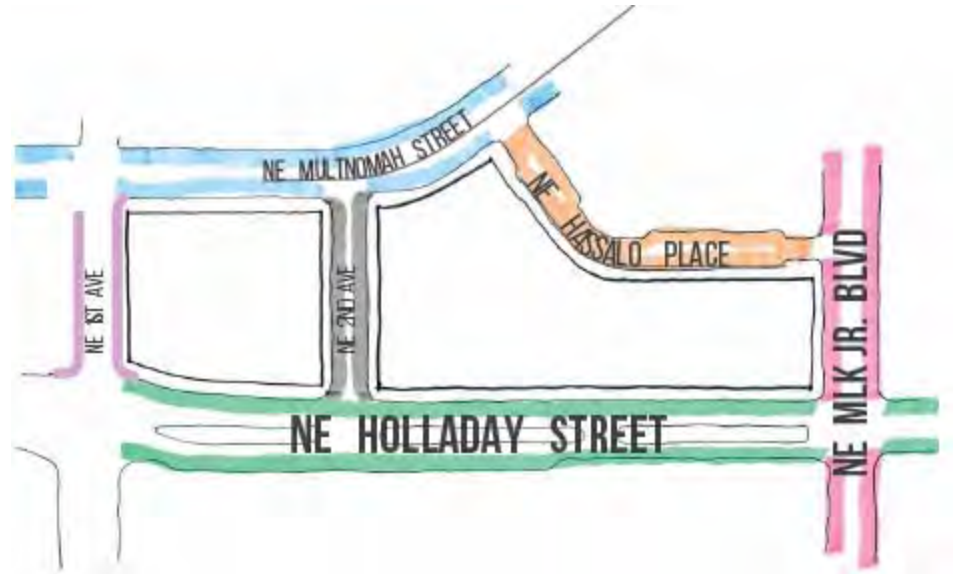
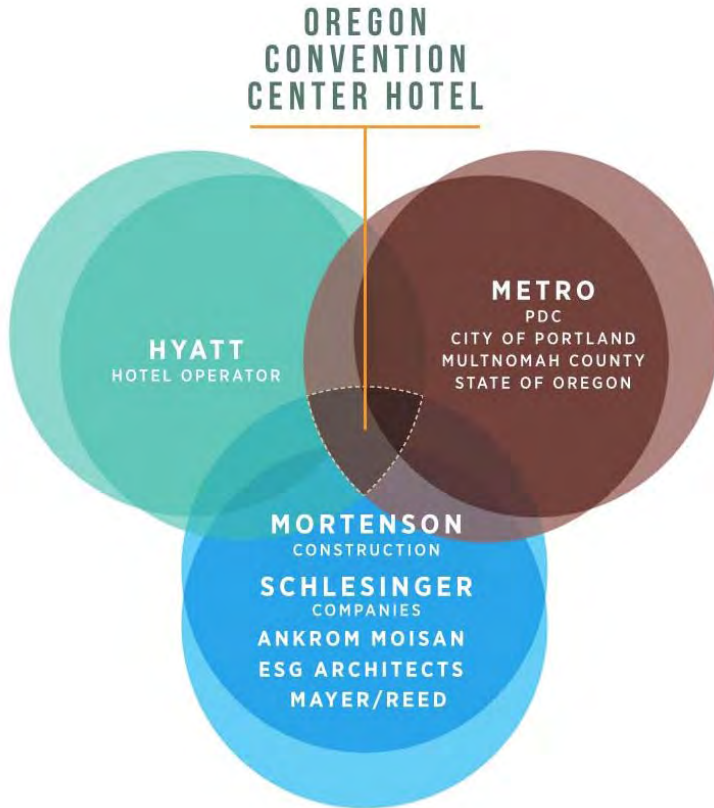
## Design update for MERC

Scott Cruickshank, Executive Director, Oregon Convention Center  
Hillary Wilton, Project Manager, Metro

April 1, 2015



# OCCH Project Team and Site Context





NE MLK JR. BLVD.

LOOKING WEST



NE MARTIN LUTHER KING JR. BLVD.



NE HOLLADAY STREET

LOOKING NORTHWEST

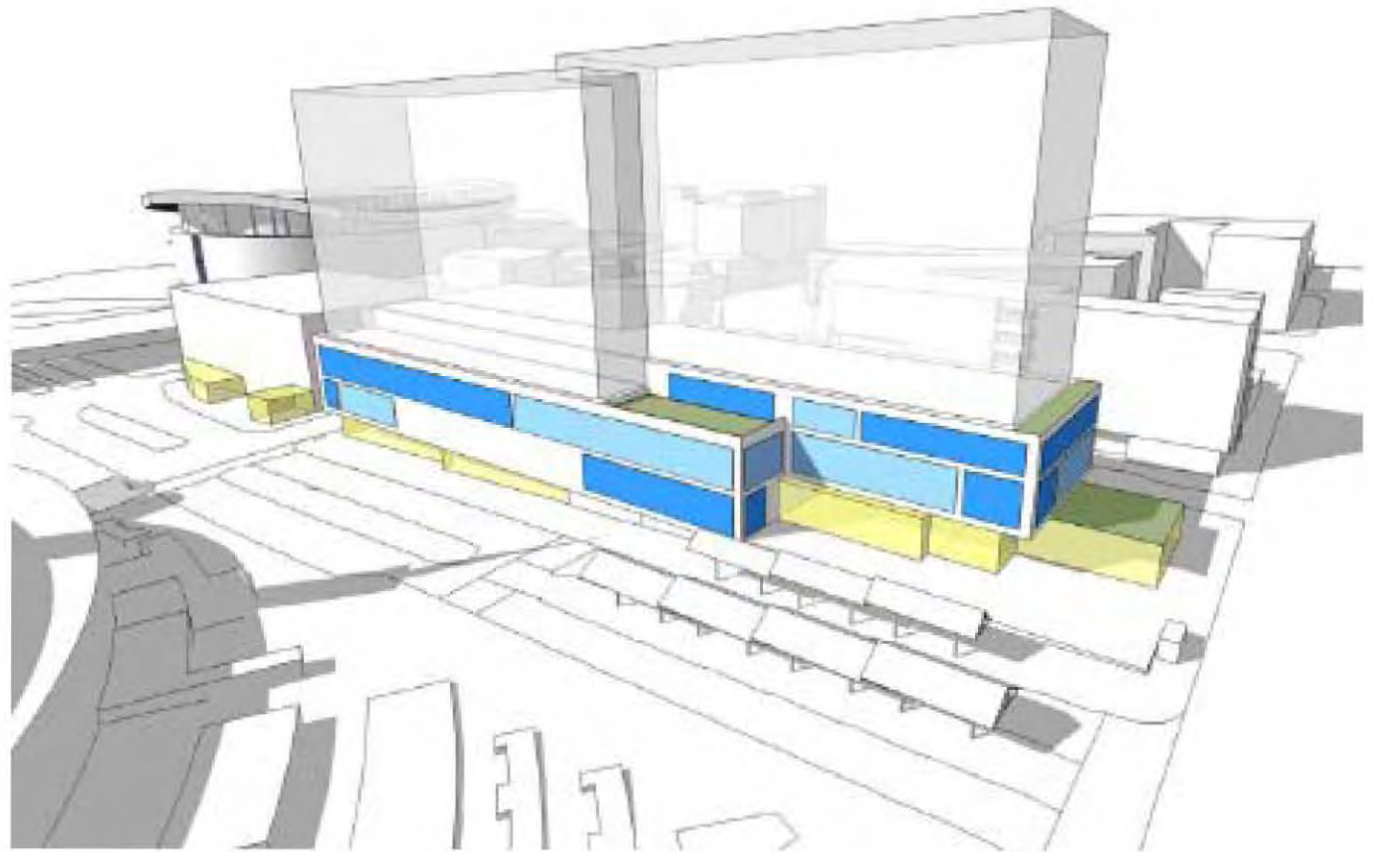


## DESIGN STRATEGIES

### INSIDE TO OUTSIDE CONNECTIONS

Where possible the interior spaces of the hotel within the first forty feet attempt to connect visually or physically to the street edges.

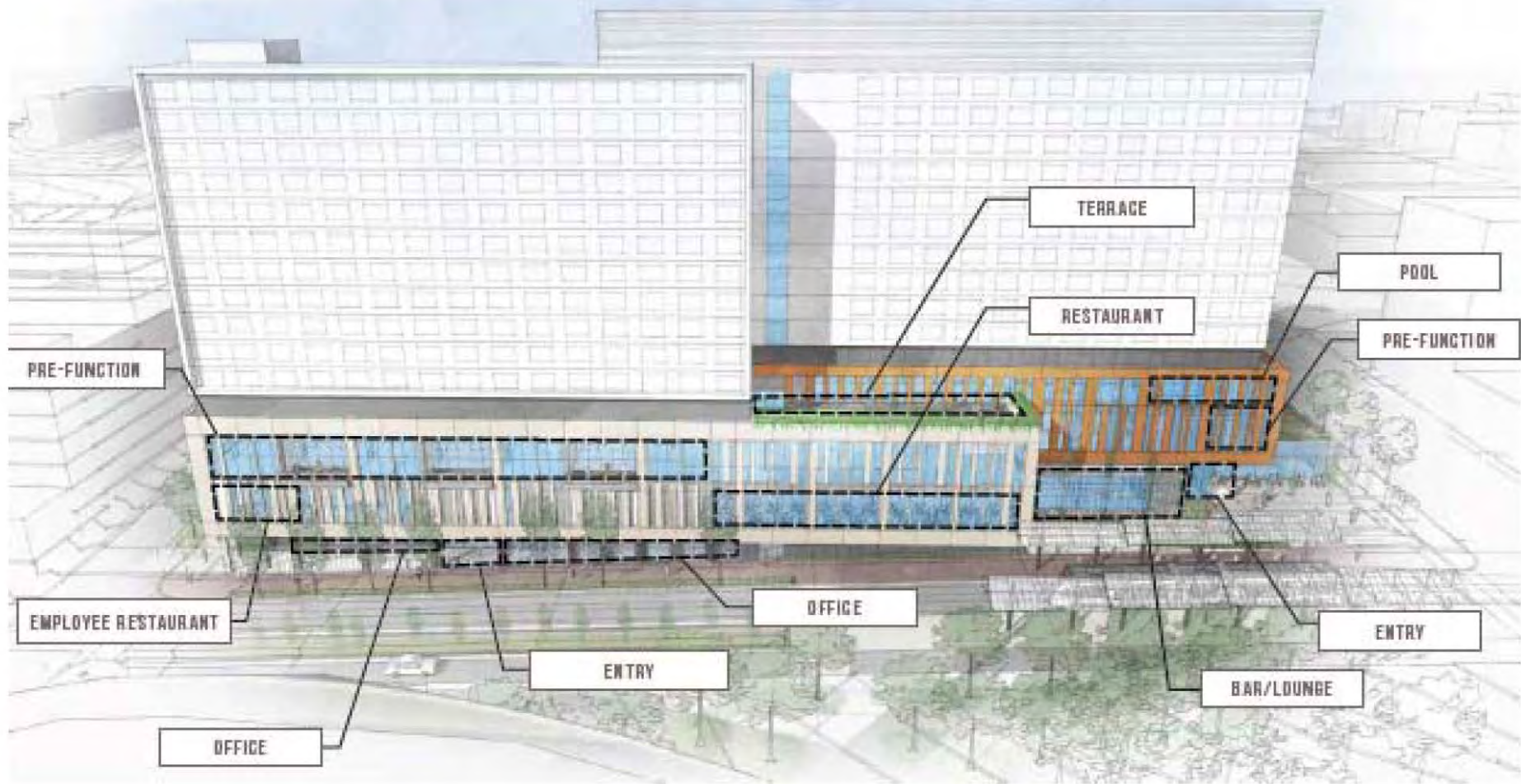
- VIEW
- TRANSPARENCY
- ACTIVITY
- HIERARCHY
- INSIDE-OUTSIDE CONNECTION



#### KEY

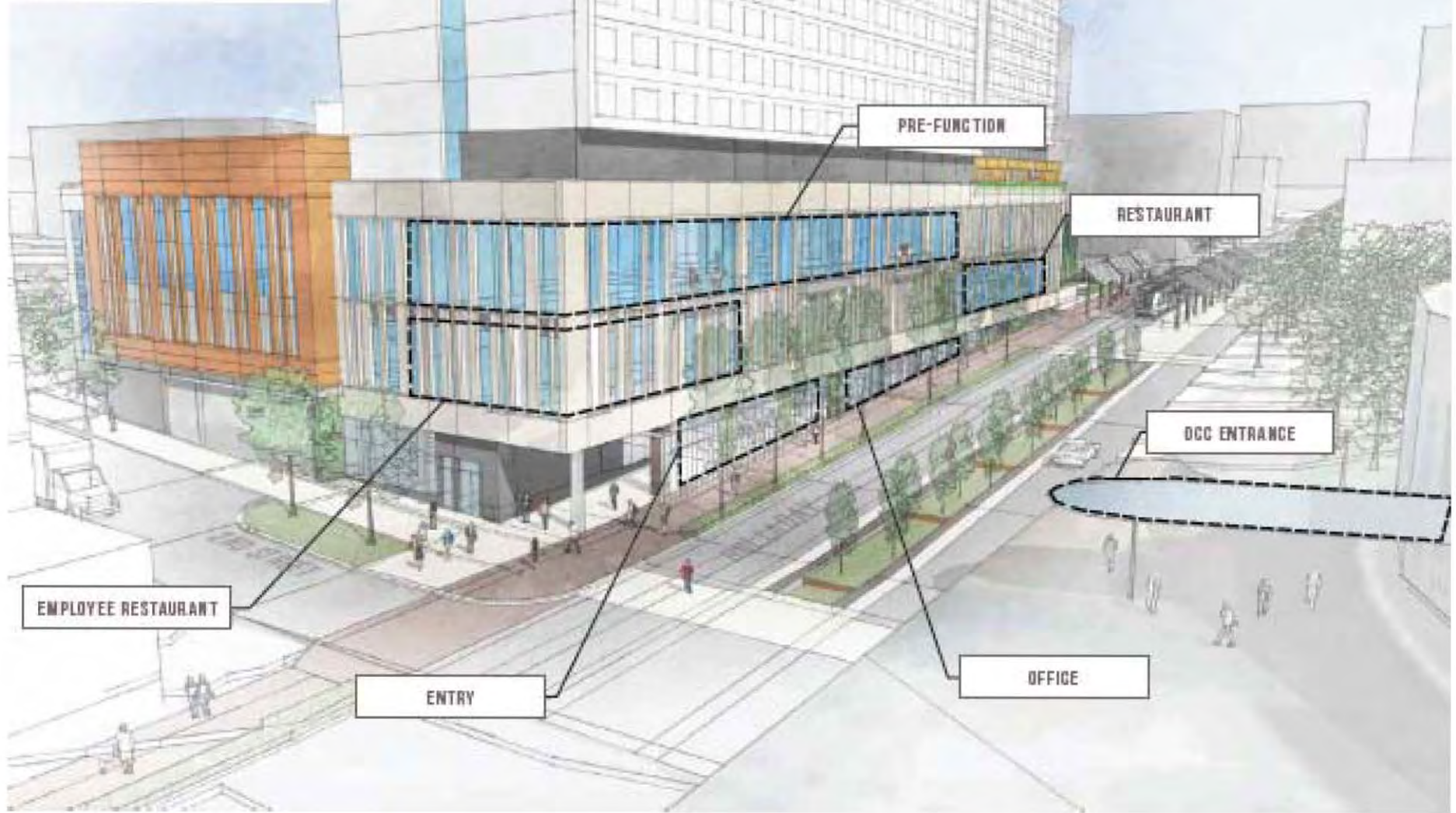
- FEATURE PROGRAM
- CONNECTOR SPACES
- PUBLIC CONNECTION

# NE HOLLADAY STREET



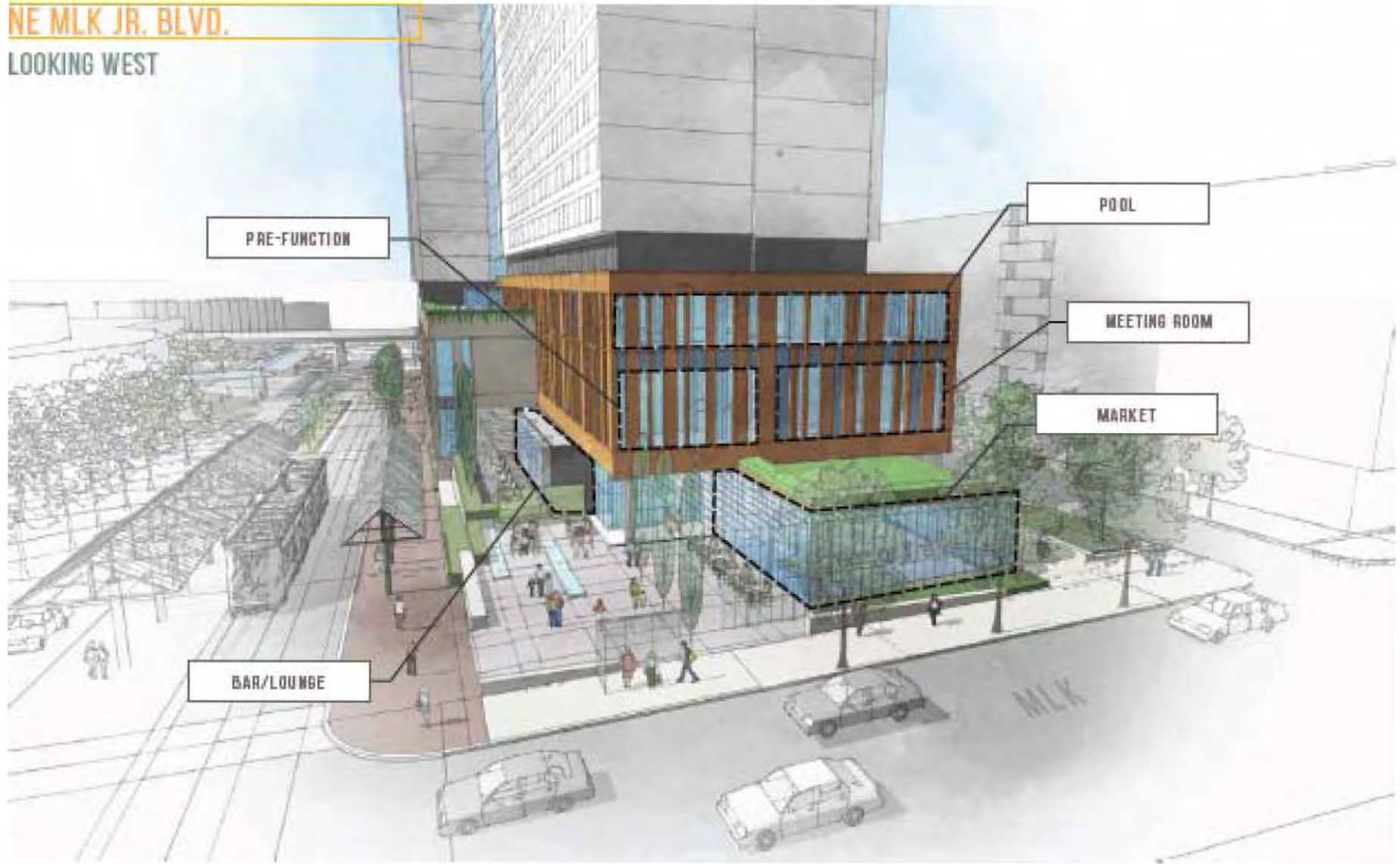
**NE HOLLADAY STREET**

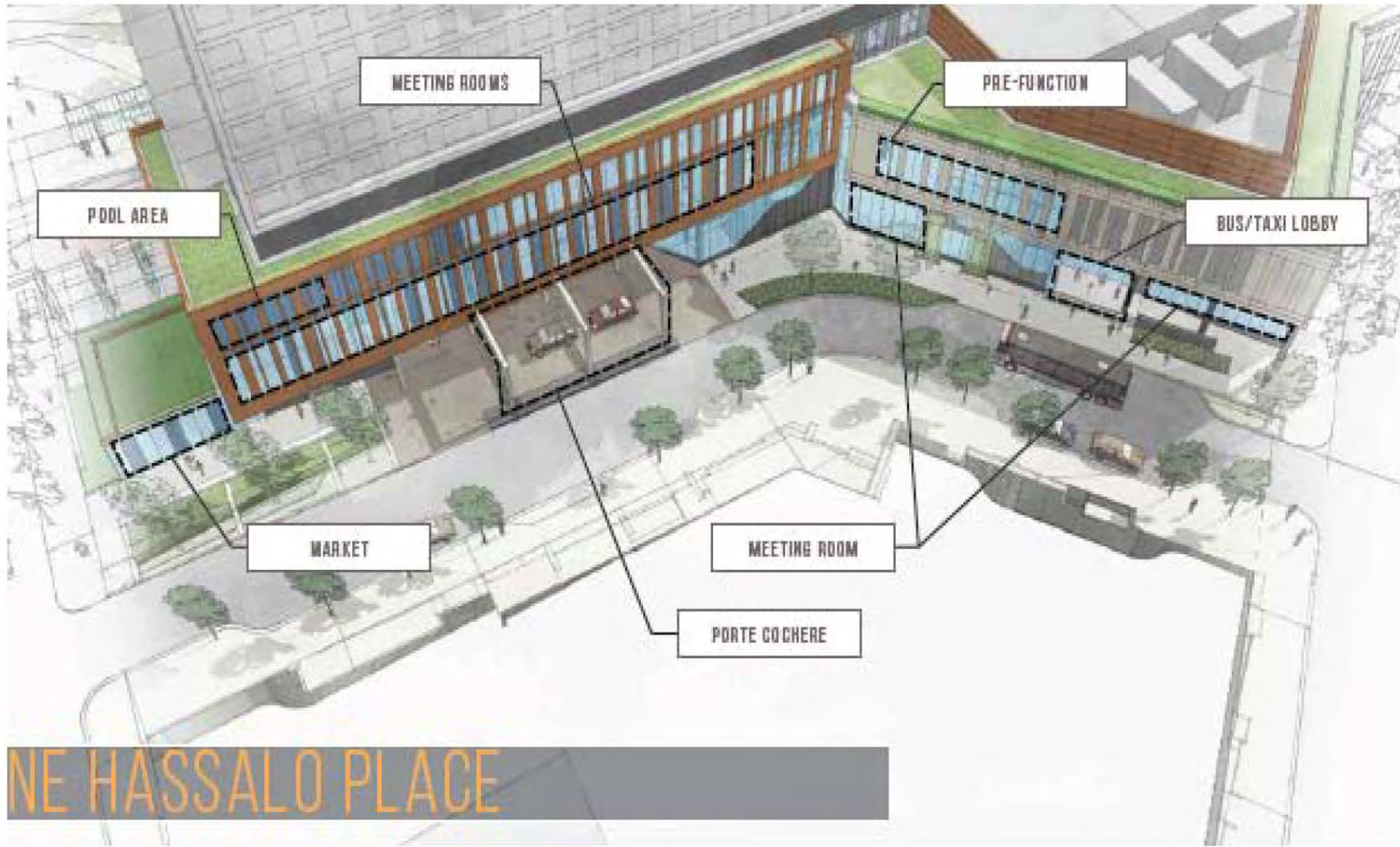
**LOOKING NORTHWEST**



NE MLK JR. BLVD.

LOOKING WEST





# NE HASSALO PLACE



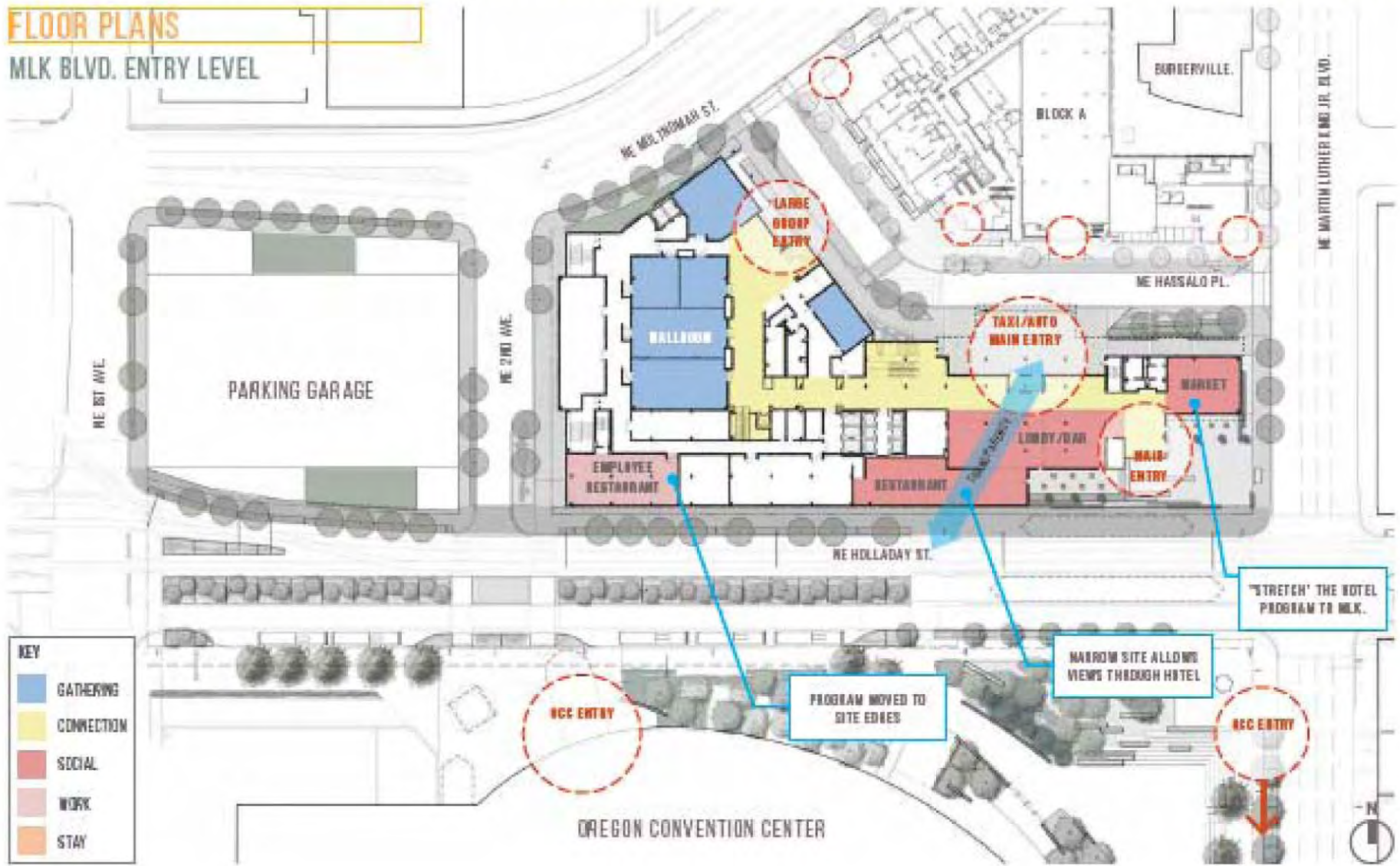
# FLOOR PLANS

## 2ND AVE. ENTRY LEVEL



# FLOOR PLANS

## MLK BLVD. ENTRY LEVEL



- KEY**
- GATHERING
  - CONNECTION
  - SOCIAL
  - WORK
  - STAY

# FLOOR PLANS

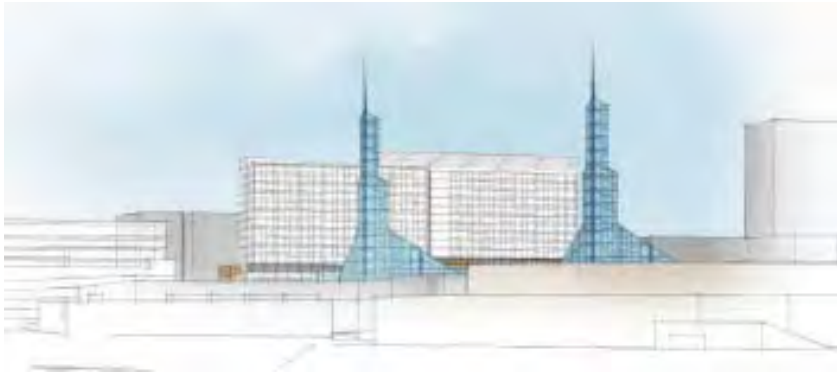
## LEVEL 2



KEY	
	GATHERING
	CONNECTION
	SOCIAL
	WORK
	STAY

PROGRAM MOVED TO SITE EDGES

# OCCH Design Project next steps:



**May 2015: Next design milestone**  
DAR 3 or  
Design Review packet  
delivered to City

**Fall 2015:**

Metro issues bonds/  
financial closing

**Winter 2015:**

Construction begins

**Winter 2017/ Spring 2018:**

**Hotel opens**

		Tentative calendar for the month of				Tentative calendar for the month of			
		SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	
ASCH					1	2	Snowman Foundation Ten Grands 9:45am and 11:45am Two shows, one call time	3 Snowman Foundation Ten Grands 1:00pm and 7:00pm	4
KA									
NMK									
WIN					OCT Schoolhouse Rock 9:45am and 11:45am Two shows, one call time	OCT Schoolhouse Rock 9:45am and 11:45am Two shows, one call time	OCT Schoolhouse Rock 9:45am and 11:45am Two shows, one call time	OCT Schoolhouse Rock 2:00pm and 5:00pm	
AHH						Portland'5 First Thursday reception 5:00pm Rotunda Lobby			
OCC	EXPO				NW Facilities Expo	NW Facilities Expo	Spring Beer & Wine	Spring Beer & Wine	
ASCH		5	6	OSO Special Boyz II Men 7:30pm	7	8	WAC Robin Wright 7:00pm	9 OSO Classical #13 Dvorak's Slavonic Dances 9:30am Open Rehearsal	10
KA				Broadway Across America I Love Lucy 7:30pm	Broadway Across America I Love Lucy 7:30pm	Broadway Across America I Love Lucy 7:30pm	Broadway Across America I Love Lucy 7:30pm	Broadway Across America I Love Lucy 2:30pm and 7:30pm	Broadway Across America I Love Lucy 2:30pm and 7:30pm
NMK				MetroArts, Inc. Young Artists Debut 7:30pm			White Bird Urban Bush Women 8:00pm	White Bird Urban Bush Women 8:00pm	White Bird Urban Bush Women 8:00pm
WIN		OCT Schoolhouse Rock 11:00am and 2:00pm		OCT Schoolhouse Rock 9:45am and 11:45am Two shows, one call time	OCT Schoolhouse Rock 9:45am and 11:45am Two shows, one call time	OCT Schoolhouse Rock 9:45am and 11:45am Two shows, one call time	OCT Schoolhouse Rock 9:45am and 11:45am Two shows, one call time	OCT Schoolhouse Rock 9:45am and 11:45am Two shows, one call time	OCT Schoolhouse Rock 2:00pm and 5:00pm
AHH									
OCC	EXPO			Professional Educators Fair	Oregon Dental Assn	Oregon Dental Assn	Oregon Dental Assn	Oregon Dental Assn Ptld Swap Meet	Oregon Dental Assn St. Mary's Auction Ptld Swap Meet
ASCH		OSO Classical #13 Dvorak's Slavonic Dances 7:30pm	OSO Classical #13 Dvorak's Slavonic Dances 8:00pm	14	15	OSO Special Orchestra Gala 6:00pm	16	17	OSO Special Death on the Downbeat 8:00pm
KA		Broadway Across America I Love Lucy 1:00pm and 6:30pm						AEG Live Faith No More 8:00pm	
NMK					OBT Impact 7:00pm Open Rehearsal	OBT Impact 7:30pm	OBT Impact 7:30pm	OBT Impact 7:30pm	OBT Impact 2:00pm and 7:30pm
WIN		OCT Schoolhouse Rock 11:00am and 2:00pm		OCT Schoolhouse Rock 9:45am and 11:45am Two shows, one call time	OCT Schoolhouse Rock 9:45am and 11:45am Two shows, one call time	OCT Schoolhouse Rock 9:45am and 11:45am Two shows, one call time	OCT Schoolhouse Rock 9:45am and 11:45am Two shows, one call time	OCT Schoolhouse Rock 9:45am and 11:45am Two shows, one call time	OCT Schoolhouse Rock 2:00pm and 5:00pm
AHH			Portland'5 Noontime Showcase Rotunda Lobby 12:00pm		Portland'5 Advisory Committee Meeting ArtBar 12:00pm	Portland'5 Greil Marcus Lecture 12pm Soul Harmony 7:30pm BT	Stumptown Stages Soul Harmony 7:30pm BT 9:30pm Reception	Stumptown Stages Soul Harmony 2:00pm and 7:30pm BT	Stumptown Stages Soul Harmony 2:00pm and 7:30pm BT
OCC	EXPO				Brewers Assoc.	Brewers Assoc.	Brewers Assoc.	Brewers Assoc.	Catholic Charities
ASCH		OSO Kids #3 Peter and the Wolf 2:00pm	20	White Bird Dance Theatre of Harlem 7:30pm	21	White Bird Dance Theatre of Harlem 7:30pm	22	PAL Live Nation Moody Blues 8:00pm	23 Live Nation Moody Blues 8:00pm
KA			Monqui Presents Damien Rice 8:00pm						
NMK		OBT Impact 2:00pm	PAL Verselandia! 7:00pm		OBT Impact 12:00pm	OBT Impact 12:00pm and 7:30pm	OBT Impact 7:30pm	OBT Impact 7:30pm	OBT Impact 1:00pm and 7:30pm
WIN		OCT Schoolhouse Rock 11:00am and 2:00pm		OCT Schoolhouse Rock 9:45am and 11:45am Two shows, one call time	OCT Schoolhouse Rock 9:45am and 11:45am Two shows, one call time	OCT Schoolhouse Rock 9:45am and 11:45am Two shows, one call time	OCT Schoolhouse Rock 9:45am and 11:45am Two shows, one call time	OCT Schoolhouse Rock 9:45am and 11:45am Two shows, one call time	OCT Schoolhouse Rock 2:00pm and 5:00pm Playwrights for Change 7:30pm
AHH		Stumptown Stages Soul Harmony 2:00pm BT					Stumptown Stages Soul Harmony 7:30pm BT	Stumptown Stages Soul Harmony 7:30pm BT	Stumptown Stages Soul Harmony 2:00pm & 7:30pm BT
OCC	EXPO	Dr. Wayne Dyer Collectors West Gun & Knife	Cannabis Bowl	Green Transportation Expo	JBF Clothing Sale Green Transportation Expo	JBF Clothing Sale Green Transportation Expo	Civil Engineers JBF Clothing Sale	Civil Engineers Silver Car Auction JBF Clothing Sale	Civil Engineers Silver Car Auction JBF Clothing Sale
ASCH		OSO Special Music of Led Zeppelin 7:30pm	26 OSO Classical #14 Brahms 8:00pm	27	28	White Bird Dorrance Dance 11:00am and 7:30pm	29 Live Nation Nick Offerman 8:00pm	30	
KA					POA Show Boat 7:00pm Open Rehearsal				
NMK		OBT Impact 1:00pm			Jefferson Dancers Jefferson Dancers 7:30pm	Jefferson Dancers Jefferson Dancers 11:00am and 7:30pm			
WIN		OCT Schoolhouse Rock 11:00am and 2:00pm	PAL Mark Doty 7:30pm						
AHH		Stumptown Stages Soul Harmony 2:00pm BT				Stumptown Stages Soul Harmony 7:30pm BT			
OCC	EXPO	Gathering of the Guilds Foodservice Show JBF Clothing Sale	Foodservice Show						

NOTE: ALL LISTED EVENTS ARE SUBJECT TO CHANGE WITHOUT NOTICE

ASCH = Arlene Schnitzer Concert Hall KA = Keller Auditorium NMK = Newmark Theatre WIN = Dolores Winningstad Theatre AHH = Antoinette Hatfield Hall BT = Brunish Theatre

		Tentative calendar for the month of					Tentative calendar for the month of		
		SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	
ASCH							OSO Special Storm Large 7:30pm	MagicSpace David Sedaris 8:00pm	
KA							POA Show Boat 7:30pm		
NMK		OCT Ramona Quimby 11:00am and 2:00pm					Jefferson Dancers 7:30pm	Jefferson Dancers 2:00pm and 7:30pm	
WIN								Portland'5 Presents America's Got Downton 7:30pm	
AHH							Stumptown Stages Soul Harmony 7:30pm BT	Stumptown Stages Soul Harmony 2:00pm and 7:30pm BT	
OCC	EXPO						On Stage New York NBAA Maint Mgmt	On Stage New York NBAA Maint Mgmt Volleyball Tournament	
ASCH		PYP PYP #4 4:00pm				WAC Bill Moyers 7:00pm	JR Affiliates Joe Bonamassa 8:00pm	OSO Classical #15 Sax & the Symphony 7:30pm	
KA		POA Show Boat 2:00pm		POA Show Boat 7:30pm		POA Show Boat 7:30pm		POA Show Boat 7:30pm	
NMK		Ptld Piano International 4:00pm					OCT Ramona Quimby 7:00pm Open Rehearsal	OCT Ramona Quimby 2:00pm and 5:00pm	
WIN		Portland'5 Presents America's Got Downton 7:30pm							
AHH		Stumptown Stages Soul Harmony 2:00pm BT	Raskia Sara Raman Book Release 2:00pm Rotunda Lobby				MPAA The Little Mermaid 7:30pm BT	MPAA The Little Mermaid 2:00pm and 7:30pm BT	
OCC	EXPO	On Stage New York Volleyball Tournament				MGMA Annual Meeting	MGMA Annual Meeting Move Productions	Move Productions Crafty Wonderland Taekwondo Championships	
ASCH		OSO Classical #15 Sax & the Symphony 7:30pm	OSO Classical #15 Sax & the Symphony 8:00pm					OSO Special Cherry Poppin' Daddies 7:30pm	
KA					Broadway Across America Phantom of the Opera 7:30pm	Broadway Across America Phantom of the Opera 1:00pm and 7:30pm	Broadway Across America Phantom of the Opera 7:30pm	Broadway Across America Phantom of the Opera 2:00pm and 7:30pm	
NMK		OCT Ramona Quimby 11:00am and 2:00pm	OHSU Brain Institute Patricia Churchland 7:00pm	OCT Ramona Quimby 9:45am and 11:45am Two shows, one call time	OCT Ramona Quimby 9:45am and 11:45am Two shows, one call time	OCT/Ramona Quimby 9:45am and 11:45am Powell's/Philip Glass 7:30pm	OCT Ramona Quimby 9:45am and 11:45am Two shows, one call time	OCT Ramona Quimby 2:00pm and 5:00pm	
WIN				The Northwest Academy The Northwest Academy 7:00pm	The Northwest Academy The Northwest Academy 1:00pm Open Rehearsal 7:00pm Performance		The Northwest Academy The Northwest Academy 1:00pm Open Rehearsal 7:00pm Performance	PAL Anne Carson 7:30pm	
AHH		MPAA The Little Mermaid 2:00pm BT	Portland'5 Noontime Showcase 12:00pm Rotunda Lobby						
OCC	EXPO	Move Productions		CleanMed	CleanMed	CleanMed Rock n' Roll Fitness Fair	Rock n' Roll Fitness Fair	Rock n' Roll Fitness Fair BabyFest! Rose City Gun Show	
ASCH		OSO Classical #16 Beethoven 2:00pm	OSO Classical #16 Beethoven 8:00pm	OSO Special Pink Martini 7:30pm	OSO Special Pink Martini 7:30pm				
KA		Broadway Across America Phantom of the Opera 1:00pm and 6:30pm	Broadway Across America Phantom of the Opera 7:30pm	Broadway Across America Phantom of the Opera 7:30pm	Broadway Across America Phantom of the Opera 7:30pm	Broadway Across America Phantom of the Opera 1:00pm and 7:30pm	Broadway Across America Phantom of the Opera 7:30pm	Broadway Across America Phantom of the Opera 2:00pm and 7:30pm	
NMK		OCT Ramona Quimby 11:00am and 2:00pm	OHSU Brain Institute Robert Stern 7:00pm	OCT Ramona Quimby 9:45am and 11:45am Two shows, one call time	OCT Ramona Quimby 9:45am and 11:45am Two shows, one call time	OCT Ramona Quimby 9:45am and 11:45am Two shows, one call time	OCT Ramona Quimby 9:45am and 11:45am Two shows, one call time	OCT Ramona Quimby 2:00pm and 5:00pm	
WIN		Rasika Rasika 2:00pm	Portland Choirs Year-End Concert 6:00pm					OR College Arts/Crafts Graduation Ceremony 1:00pm	
AHH								OR College Arts/Crafts Graduation Reception 3:30pm Rotunda Lobby	
OCC	EXPO	Trails Symposium Rose City Gun Show	Trails Symposium	Trails Symposium Business Alliance Brkfst			Gerardo Ortiz	Dinosaurs	
ASCH			Live Nation Paramore 8:00pm					Outback Concerts Kids in the Hall 8:00pm	
KA								Tedx Tedx Portland 9:00am	
NMK		OCT Ramona Quimby 2:00pm		OCT Ramona Quimby 9:45am and 11:45am Two shows, one call time	OCT/Ramona Quimby 9:45am and 11:45am Playwrite/Cheryl Strayed 7:30pm	OCT Ramona Quimby 9:45am and 11:45am Two shows, one call time	OCT Ramona Quimby 9:45am and 11:45am Two shows, one call time	OCT Ramona Quimby 2:00pm and 5:00pm	
WIN							Sandia Crest Ptld Yth Rock Orchestra 7:30pm		
AHH									
OCC	EXPO	Dinosaurs	Dinosaurs					WrestleSport Wrestling	

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