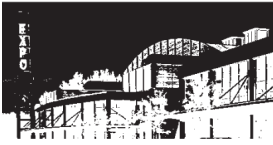

MERC Commission Meeting

May 6, 2015
12:35 pm

Oregon Convention Center
777 NE Martin Luther King Jr. Blvd.
Room C121-122



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, May 6, 2015
Time: 12:35-2:30 p.m.
Place: Oregon Convention Center, Rooms C121-122

CALL TO ORDER

- | | | | |
|--------------|-------------|--|--|
| 12:35 | 1. | QUORUM CONFIRMED | |
| 12:36 | 2. | OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS | |
| 12:40 | 3. | COMMISSION/COUNCIL LIAISON COMMUNICATIONS | Terry Goldman |
| 12:45 | 4. | METRO DEPUTY COO COMMUNICATIONS | Scott Robinson |
| 12:50 | 5. | FINANCIAL REPORT, pages 5-18 | Ben Rowe |
| 12:55 | 6. | VENUE BUSINESS REPORTS | Robyn Williams
Matthew P. Rotchford
Scott Cruickshank |
| 1:05 | 7. | ARAMARK THIRD QUARTER REVIEW, pages 20-38 | Ed Strong
Diane Marshall |
| 1:25 | 8. | DIVERSITY, EQUITY AND INCLUSION: MAKING THE CONNECTION, pages 40-44 | Patty Unfred
Juan Carlos Ocana-Chiu
Bill Tolbert |
| 1:55 | 9. | CONSENT AGENDA | Terry Goldman |
| | 9.1 | April 1, 2015 Record of MERC Actions, pages 46-48 | |
| | 9.2 | Ethics Form, Leary to ASAE Convention, August 8-11, 2015, page 49 | |
| 2:00 | 10. | ACTION AGENDA | |
| | 10.1 | Resolution 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, resolution pg. 51, staff rpt. pg. 52, P’5 contracts pgs 54-73, Expo Contracts pgs. 74-93 | Joe Durr |
| | 10.2 | Resolution 15-07 For the purpose of selecting Northwest Control Company, Inc. for the Arlene Schnitzer Concert Hall – “HVAC Controls Upgrade” and authorizing the General Manager of Visitor Venues to execute a contract with Northwest Control Company, pgs 94-100 | Josh Lipscomb |
| | 10.3 | Resolution 15-08 For the purpose of approving a Third Amendment to the Automated Ticketing Services Agreement, pgs. 101-105 | Robyn Williams |
| | 10.4 | Resolution 15-09 For the purpose of selecting Bear Communications, Inc., for the Oregon Convention Center – “Digital Two-Way Radios” and authorizing the Deputy Chief Operating Officer of Metro to execute a contract with Bear Communications, Inc., pgs. 106-115 | Scott Cruickshank |
| | | ADJOURN | |

MERC Commission Meeting

May 6, 2015
12:35 pm

5.0 Financial Report

MARCH 2015

FINANCIAL INFORMATION

For Management Purposes only



Date: May 6, 2015

To: Commissioner Terry Goldman, Chair
 Commissioner Karis Stoudamire-Phillips, Vice Chair
 Commissioner Judie Hammerstad, Secretary-Treasurer
 Commissioner Elisa Dozono
 Commissioner Ray Leary
 Commissioner Deidra Krys-Rusoff
 Commissioner Vacant

From: Ben Rowe – MERC Finance Manager

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

MERC Venues Events & Attendance

Total MERC venues March events and attendance are 14% and 10% respectively above the three-year historical March average. Total year to date MERC venues events and attendance are 6% (61), and 7% (89,000) respectively above the three-year historical year to date (YTD) average.

	2014		2015		Change from Prior Year	
	Events	Attendance	Events	Attendance	Events	Attendance
Total MERC Venues						
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%)
3rd Quarter	413	578,432	440	684,450	27, 7%	106,018, 18%
<i>January</i>	<i>118</i>	<i>178,262</i>	<i>116</i>	<i>180,443</i>	<i>(2), (2%)</i>	<i>2,181, 1%</i>
<i>February</i>	<i>135</i>	<i>185,652</i>	<i>147</i>	<i>268,987</i>	<i>12, 9%</i>	<i>83,335, 45%</i>
<i>March</i>	<i>160</i>	<i>214,518</i>	<i>177</i>	<i>235,020</i>	<i>17, 11%</i>	<i>20,502, 10%</i>
Year to Date	1,073	1,260,098	1,167	1,429,909	94, 9%	169,811, 13%

MERC Venues Revenues & Expense

All three venues experienced a record first half of the fiscal year. Year to date MERC venue event revenues (rent and food and beverage) are \$5.6 million (22%) above the three-year historical average and 14% above budget. These increases in revenues over the historical averages are due to the improving economy, higher than average number of events (9%) and attendance (13%) as well as hosting higher profit margin type events. Total venue expenses are 10% above the prior year, 11.6% above the three-year historical average, and 3% below budget projections.

Food & Beverage

The total MERC venues food and beverage margin for March is 21%, 2% higher than March 2014. The year to date food & beverage margin is 21%, 8% 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 event performance and TLT receipts.

Transient Lodging Tax (TLT)

Year to date TLT receipts are 18% (\$1.4 million) above the prior year. Both OCC and Portland’s 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. Finance is currently forecasting approximately \$3.0 million will be deposited into TLT Pooled Capital at the close of FY 2015.

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		10,448,938	10,574,092	10,498,580	12,594,121	10,507,203	20%	20%
Charges for Services		14,681,736	14,976,518	15,255,929	18,492,397	14,971,394	24%	21%
Lodging Tax		6,247,441	6,830,889	7,758,596	9,178,073	6,945,642	32%	18%
Other		333,251	986,179	626,456	421,013	648,629	-35%	-33%
Total Revenue		31,711,365	33,367,678	34,139,561	40,685,604	33,072,868	23%	19%
Expenses								
Food & Beverage		8,679,446	8,921,599	9,156,055	9,958,548	8,919,033	12%	9%
Personnel Services		13,002,933	12,384,356	12,304,642	13,154,360	12,563,977	5%	7%
Materials & Services		7,485,068	7,645,891	8,259,733	9,369,021	7,796,897	20%	13%
Other		3,226,001	3,540,866	3,613,773	4,070,830	3,460,213	18%	13%
Total Expense		32,393,448	32,492,712	33,334,203	36,552,759	32,740,121	12%	10%
Net Operations		(682,083)	874,967	805,358	4,132,845	332,747		
Food & Beverage Margin		16.93%	15.63%	12.79%	20.93%	15.12%	5.8%	8.1%

Oregon Convention Center

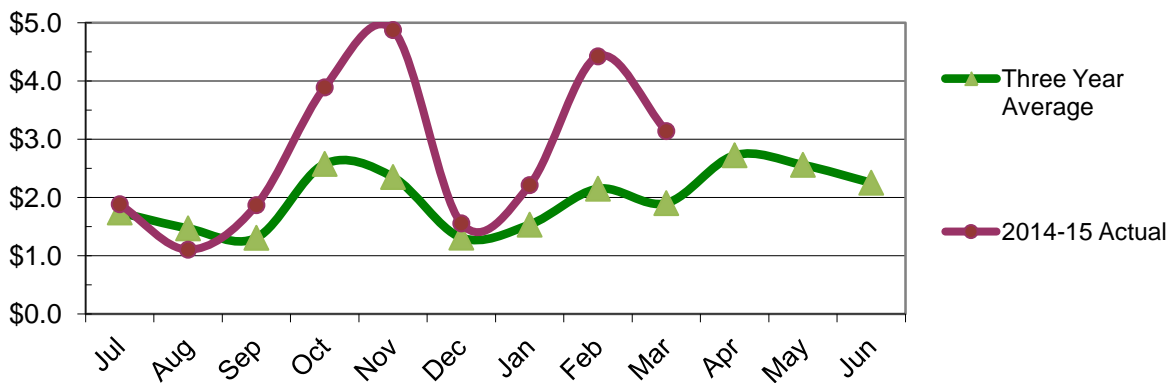
OCC set gross revenue records in September, October, November, January, February, and March compared to the past 4 years. There were 10 more events at OCC in March 2015 than 2014, and 8,700 (10%) more attendees than the prior year. OCC March events and attendance are 16% and 23% higher respectively compared to the three-year historical monthly average. March revenues are 13% (\$360,000) greater than the prior year and 65% above the three-year historical March average. Year to date TLT receipts are 15% (\$1.0 million) above the prior year. Year to date revenues are 3% above budget projections. Expenses are 8% more than the prior year, 31% above the three-year historical March average, and 6% under budget. OCC YTD food and beverage margin is 20%.

Highest Grossing Events

Event	Gross Event Revenue	% of March Event Revenue
Association of College Research Libraries	\$553,260	22%
Oregon Governor's Safety & Health Conference	256,697	10%
PAC West Cheer & Dance Nationals	188,263	8%
Ember Conference	136,451	5%
All other Events	1,350,312	54%
Total	\$2,484,984	100%

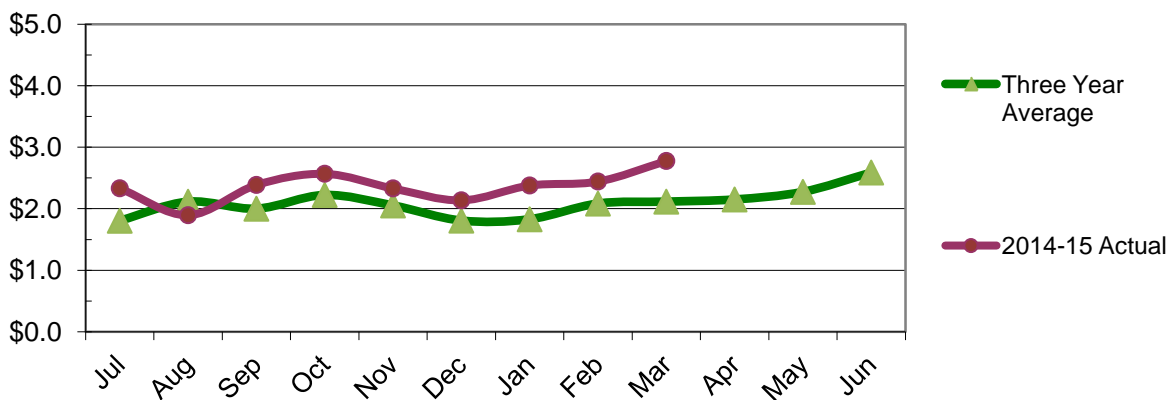
OCC Program Revenues by Month

Shown in Millions



OCC Program Expense by Month

Shown in Millions



Portland'5 Centers for the Arts

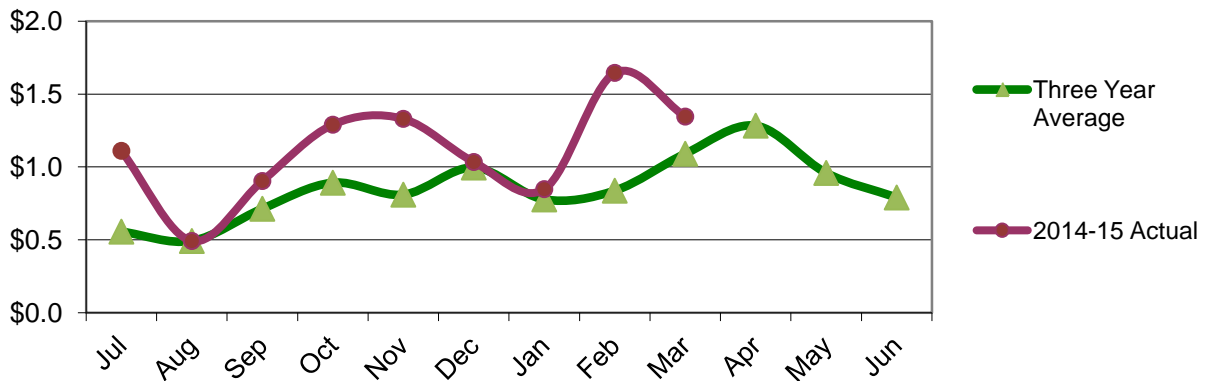
Portland'5 set gross revenue records in July, September, October, November, February, and March compared to the past 4 years. There were 13 (14%) more events, and 20,000 (27%) more attendees at the Portland'5 Centers for the Arts in March compared to the prior year. Portland'5 March events and attendance are 13% and 11% respectively above the three-year historical monthly average. Portland'5 March revenues are 25% above the prior year and 23% above the three-year historical March average. Year to date revenues are 29% (\$2.2 million) above the prior year thanks in large part to *The Book of Mormon* production and TLT receipts. Year to date revenues are 7% above budget projections. March expenses are 18% above the prior year and 28% above the three-year historical March average. Year to date expenses are 13% above the prior year and 3% above budget projections. Portland'5 YTD food and beverage margin is 29% 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 March Event Revenue
Guys and Dolls	\$205,616	17%
Cinderella	120,475	10%
Widespread Panic	89,329	7%
Shen Yun	88,453	7%
All other Events	737,470	59%
Total	\$1,241,342	100%

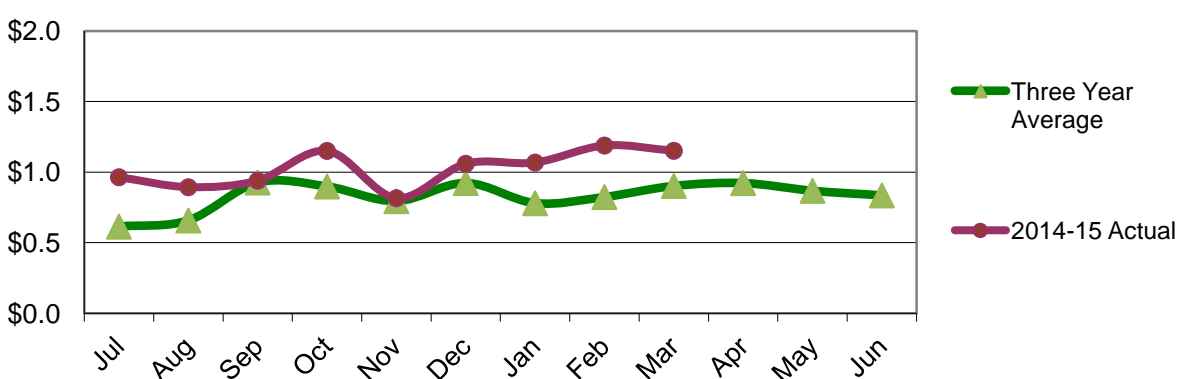
P5CA Program Revenue by Month

Shown in Millions



P5CA Program Expense by Month

Shown in Millions



Portland Expo Center

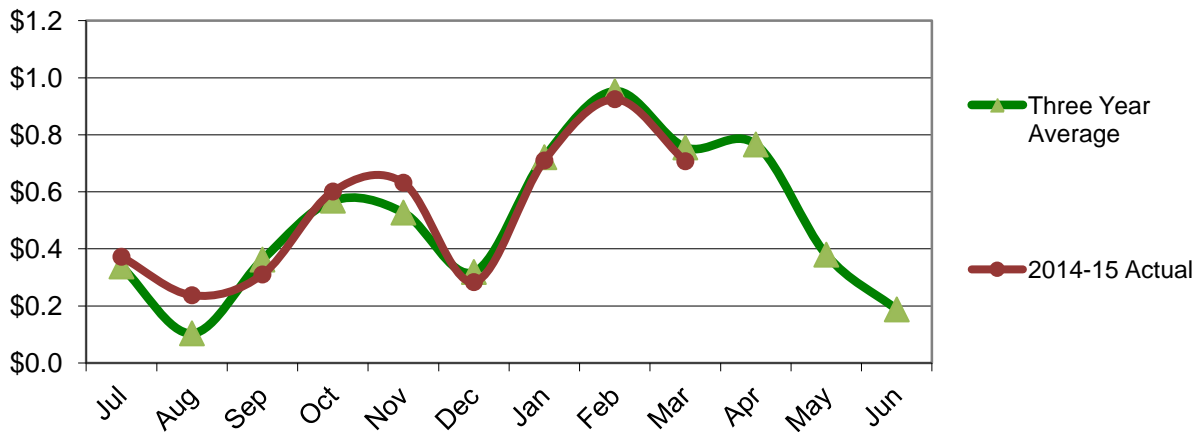
Expo set gross revenue records in July, August, November, and March (in non-cirque years) compared to the past 4 years, however dipped slightly below the three-year historical monthly average in December, January, and February. There was the same number of events in March 2015 as the prior year, however 6,400 (13%) more attendees. Events in March were the same as, and attendance was (-8%) below the three-year historical March average. Expo's YTD revenues are 6.3% above the prior year and at budget. Expo's YTD expenses are 8% above the prior year and 1% above budget projections. Expo's year to date food & beverage margin is 14%, 3% higher than the prior year to date.

Highest Grossing Events

Event	Gross Event Revenue	% of March Event Revenue
Portland Metro RV Dealers	\$185,482	28%
59 th Annual Portland Roadster Show	177,677	26%
America's Largest Antique & Collectible Show	114,990	17%
Rose City Gun & Knife Show	39,682	6%
All other Events	155,851	23%
Total	\$673,681	100%

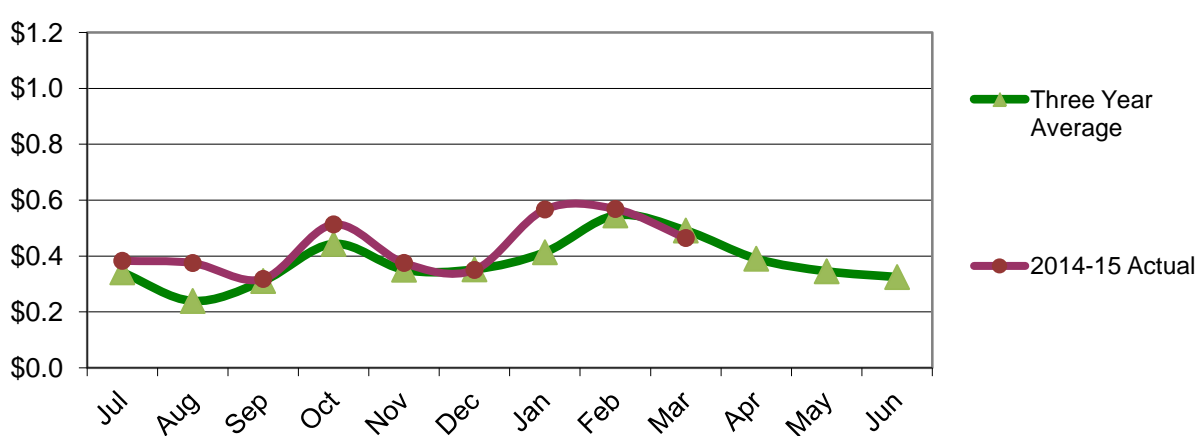
Expo Program Revenue by Month

Shown in Millions



Expo Program Expense by Month

Shown in Millions



MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

All Departments

March 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
Operations							
Charges for Services	2,956,436	2,443,467	18,492,397	15,255,929	21,098,321	121.21%	87.65%
Contributions from Governments	-	-	-	-	831,905	0.00%	0.00%
Enhanced Marketing VDF	-	-	-	-	463,702	0.00%	0.00%
Food and Beverage Revenue	1,760,870	1,352,615	12,594,121	10,498,580	15,202,929	119.96%	82.84%
Grants	-	-	-	32,422	-	0.00%	0.00%
Interest Earnings	16,218	10,380	150,740	94,201	57,750	160.02%	261.02%
Interfund Loans	-	-	-	-	-	0.00%	0.00%
Lodging Tax	537,218	875,619	9,178,073	7,758,596	11,131,163	118.30%	82.45%
Miscellaneous Revenue	9,573	15,895	107,328	81,200	84,542	132.18%	126.95%
Transfers-R	18,105	(0)	162,945	418,633	1,137,263	38.92%	14.33%
Visitor Development Fund Alloc	-	-	-	-	1,931,633	0.00%	0.00%
Total Revenues	5,298,421	4,697,975	40,685,604	34,139,561	51,939,208	119.17%	78.33%
Capital Outlay	-	-	17,985	-	25,000	0.00%	71.94%
Food & Beverage Services	1,382,765	1,095,590	9,958,548	9,156,055	12,871,802	108.76%	77.37%
Materials and Services	1,217,117	1,153,567	9,351,035	8,259,733	13,425,476	113.21%	69.65%
Personnel Services	1,537,325	1,375,292	13,154,360	12,304,642	18,432,052	106.91%	71.37%
Transfers-E	289,004	240,495	4,070,830	3,613,773	5,680,018	112.65%	71.67%
Visitor Development Marketing	-	-	-	-	463,702	0.00%	0.00%
Total Expenditures	4,426,211	3,864,944	36,552,759	33,334,203	50,898,050	109.66%	71.82%
Net Operations	872,210	833,031	4,132,845	805,358	1,041,158		
Capital							
Contributions from Private Sources	50,000	10,000	150,000	10,000	-	1500.00%	0.00%
Grants	15,750	10,000	211,957	47,048	70,000	450.51%	302.80%
Miscellaneous Revenue	-	-	14,633	-	-	0.00%	0.00%
Other Financing Sources	-	-	3,125	5,190	-	60.21%	0.00%
Transfers-R	-	-	-	-	-	0.00%	0.00%
Total Revenues	65,750	20,000	379,715	62,238	70,000	610.10%	542.45%
Capital Outlay	363,281	67,336	3,683,994	2,066,394	7,219,300	178.28%	51.03%
Materials and Services	(15,000)	-	-	-	-	0.00%	0.00%
Total Expenditures	348,281	67,336	3,683,994	2,066,394	7,219,300	178.28%	51.03%
Net Capital	(282,531)	(47,336)	(3,304,279)	(2,004,156)	(7,149,300)		
12 Month Fund Balance Increase	589,679	785,695	828,566	(1,198,798)	(6,108,142)		

MERC Statement of Activity with Annual Budget
Metropolitan Exposition-Recreation Commission
Convention Center Operating Fund
March 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
Operations							
Charges for Services	1,399,444	1,104,574	8,428,244	6,370,495	9,446,977	132.3%	89.2%
Enhanced Marketing VDF	-	-	-	-	463,702	0.0%	0.0%
Food and Beverage Revenue	1,303,999	930,801	8,779,410	7,582,481	11,002,827	115.8%	79.8%
Grants	-	-	-	20,739	-	0.0%	0.0%
Interest Earnings	5,627	3,378	51,531	36,011	14,500	143.1%	355.4%
Interfund Loans	-	-	-	-	-	0.0%	0.0%
Lodging Tax	472,180	794,012	8,067,286	7,035,501	9,803,384	114.7%	82.3%
Miscellaneous Revenue	3,439	3,740	33,180	18,679	11,000	177.6%	301.6%
Transfers-R	(45,604)	(53,505)	(410,434)	(62,916)	93,756	652.4%	-437.8%
Visitor Development Fund Alloc	-	-	-	-	1,281,250	0.0%	0.0%
Total Revenues	3,139,085	2,782,999	24,949,218	21,000,990	32,117,396	118.8%	77.7%
Food & Beverage Services	1,026,247	751,750	7,019,685	6,661,459	9,363,294	105.4%	75.0%
Materials and Services	758,326	689,891	5,441,946	5,006,042	8,527,570	108.7%	63.8%
Personnel Services	816,714	730,664	6,896,960	6,453,035	9,969,814	106.9%	69.2%
Transfers-E	175,711	140,879	1,893,507	1,529,331	2,698,655	123.8%	70.2%
Visitor Development Marketing	-	-	-	-	463,702	0.0%	0.0%
Total Expenditures	2,776,998	2,313,184	21,252,098	19,649,867	31,023,035	108.2%	68.5%
Net Operations	362,087	469,815	3,697,120	1,351,123	1,094,361		
Capital							
Contributions from Private Sources	31,250	-	93,750	-	-	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%
Total Revenues	31,250	-	468,383	615,000	420,000	76.2%	111.5%
Capital Outlay	123,853	41,364	1,945,364	1,208,231	4,258,000	161.0%	45.7%
Materials and Services	(15,000)	-	-	-	-	0.0%	0.0%
Total Expenditures	108,853	41,364	1,945,364	1,208,231	4,258,000	161.0%	45.7%
Net Capital	(77,603)	(41,364)	(1,476,981)	(593,231)	(3,838,000)		
12 Month Fund Balance Increase	284,485	428,451	2,220,138	757,892	(2,743,639)		

MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Portland's Centers for the Arts Fund

March 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
Operations							
Charges for Services	1,042,463	823,594	6,843,817	5,740,569	7,454,065	119.2%	91.8%
Contributions from Governments	-	-	-	-	831,905	0.0%	0.0%
Food and Beverage Revenue	262,422	191,316	2,238,925	1,522,414	2,225,102	147.1%	100.6%
Interest Earnings	8,133	5,307	74,496	41,560	31,000	179.3%	240.3%
Lodging Tax	65,039	81,607	1,110,787	723,095	1,327,779	153.6%	83.7%
Miscellaneous Revenue	3,699	8,154	55,868	47,086	51,302	118.7%	108.9%
Transfers-R	(35,701)	(32,384)	(321,310)	(291,452)	(428,413)	110.2%	75.0%
Visitor Development Fund Alloc	-	-	-	-	650,383	0.0%	0.0%
Total Revenues	1,346,055	1,077,593	10,002,584	7,783,271	12,143,123	128.5%	82.4%
Food & Beverage Services	199,286	150,761	1,582,107	1,255,894	1,857,227	126.0%	85.2%
Materials and Services	368,501	297,587	2,757,203	2,123,539	2,948,738	129.8%	93.5%
Personnel Services	511,955	450,063	4,393,330	4,134,002	5,996,451	106.3%	73.3%
Transfers-E	71,871	77,365	769,945	878,985	1,318,646	87.6%	58.4%
Total Expenditures	1,151,613	975,776	9,502,585	8,392,421	12,121,062	113.2%	78.4%
Net Operations	194,441	101,817	499,999	(609,150)	22,061		
Capital							
Contributions from Private Sources	11,250	10,000	33,750	10,000	-	337.5%	0.0%
Grants	-	10,000	82,707	10,000	-	827.1%	0.0%
Total Revenues	11,250	20,000	116,457	20,000	-	582.3%	0.0%
Capital Outlay	192,689	4,533	1,292,974	320,456	1,938,000	403.5%	66.7%
Total Expenditures	192,689	4,533	1,292,974	320,456	1,938,000	403.5%	66.7%
Net Capital	(181,439)	15,467	(1,176,517)	(300,456)	(1,938,000)		
12 Month Fund Balance Increase	13,002	117,285	(676,518)	(909,606)	(1,915,939)		

MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Expo Fund

March 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
Operations							
Charges for Services	514,529	515,299	3,220,314	3,144,840	4,197,279	102.4%	76.7%
Food and Beverage Revenue	194,449	230,499	1,575,786	1,393,686	1,975,000	113.1%	79.8%
Grants	-	-	-	11,683	-	0.0%	0.0%
Interest Earnings	1,238	935	12,241	11,929	8,500	102.6%	144.0%
Miscellaneous Revenue	2,436	4,001	18,280	15,280	22,240	119.6%	82.2%
Transfers-R	(5,556)	(9,323)	(50,004)	(83,906)	212,330	59.6%	-23.6%
Total Revenues	707,096	741,411	4,776,617	4,493,512	6,415,349	106.3%	74.5%
Capital Outlay	-	-	17,985	-	25,000	0.0%	71.9%
Food & Beverage Services	157,232	193,080	1,356,756	1,238,702	1,651,281	109.5%	82.2%
Materials and Services	115,640	150,209	896,304	984,883	1,459,762	91.0%	61.4%
Personnel Services	149,915	132,118	1,277,664	1,165,106	1,721,145	109.7%	74.2%
Transfers-E	41,422	22,251	1,395,378	1,205,457	1,639,717	115.8%	85.1%
Total Expenditures	464,209	497,658	4,944,087	4,594,148	6,496,905	107.6%	76.1%
Net Operations	242,888	243,753	(167,470)	(100,636)	(81,556)		
Capital							
Contributions from Private Sources	7,500	-	22,500	-	-	0.0%	0.0%
Grants	15,750	-	129,250	37,048	10,000	348.9%	1292.5%
Miscellaneous Revenue	-	-	-	-	-	0.0%	0.0%
Other Financing Sources	-	-	3,125	5,190	-	60.2%	0.0%
Transfers-R	-	-	360,000	165,000	360,000	218.2%	100.0%
Total Revenues	23,250	-	514,875	207,238	370,000	248.4%	139.2%
Capital Outlay	46,739	21,440	445,656	537,707	930,500	82.9%	47.9%
Total Expenditures	46,739	21,440	445,656	537,707	930,500	82.9%	47.9%
Net Capital	(23,489)	(21,440)	69,219	(330,469)	(560,500)		
12 Month Fund Balance Increase	219,398	222,313	(98,251)	(431,105)	(642,056)		

MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

MERC Admin Sub Fund

March 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
Operations							
Charges for Services	-	-	22	25	-	87.0%	0.0%
Interest Earnings	1,219	760	12,472	4,701	3,750	265.3%	332.6%
Miscellaneous Revenue	-	-	-	155	-	0.0%	0.0%
Transfers-R	104,966	95,212	944,692	856,907	1,259,590	110.2%	75.0%
Total Revenues	106,185	95,972	957,186	861,789	1,263,340	111.1%	75.8%
Materials and Services	(25,350)	15,880	255,583	145,269	489,406	175.9%	52.2%
Personnel Services	58,741	62,446	586,406	552,499	744,642	106.1%	78.8%
Transfers-E	-	-	12,000	-	23,000	0.0%	52.2%
Total Expenditures	33,391	78,326	853,989	697,768	1,257,048	122.4%	67.9%
Net Operations	72,794	17,646	103,197	164,021	6,292		
Capital							
Transfers-R	-	-	(720,000)	(780,000)	(720,000)	92.3%	100.0%
Total Revenues	-	-	(720,000)	(780,000)	(720,000)	92.3%	100.0%
Capital Outlay							
Total Expenditures	-	-	-	-	92,800	0.0%	0.0%
Net Capital	-	-	(720,000)	(780,000)	(812,800)		
12 Month Fund Balance Increase	72,794	17,646	(616,803)	(615,979)	(806,508)		

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

OCC	March 2014*		March 2015*		Net Change from Prior Year		March 2015	
	Events	Attendance	Events	Attendance	Events	Attendance	Revenue	% of Rev.
Tradeshows/Conventions	11	22,025	13	26,881	2	4,856	1,571,867	63%
Consumer Public Shows	7	48,133	6	51,007	(1)	2,874	340,892	14%
Miscellaneous					-	-		0%
Miscellaneous -In-House	12	153	21	353	9	200	27,249	1%
Meetings	13	4,713	14	5,421	1	708	133,304	5%
Catering	8	4,183	7	4,237	(1)	54	411,671	17%
Totals	51	79,207	61	87,899	10	8,692	\$ 2,484,983	100%

Expo Center	March 2014*		March 2015*		Net Change from Prior Year		March 2015	
	Events	Attendance	Events	Attendance	Events	Attendance	Revenue	% of Rev.
Consumer Public Shows	5	47,329	7	51,967	2	4,638	652,790	97%
<i>Cirque Du Soleil</i>	6	14,454	-	-	(6)	(14,454)		0%
Miscellaneous	5	345	2	27	(3)	(318)	5,037	1%
Meetings	-	-	-	-	-	-		0%
Catering	-	-	-	-	-	-		0%
Tradeshows/Conventions	-	-	1	2,092	1	2,092	15,856	2%
Totals	10	47,674	10	54,086	-	6,412	\$ 673,683	100%
Totals w/Cirque du Soleil	16	62,128	10	54,086	(6)	(8,042)	\$ 673,683	100%

Portland '15	March 2014*		March 2015*		Net Change from Prior Year		March 2015	
	Performances	Attendance	Performances	Attendance	Performances	Attendance	Revenue	% of Rev.
Commercial (Non-Broadway)	11	10,905	10	13,490	(1)	2,585	270,111	22%
Broadway	5	11,000	8	15,309	3	4,309	391,758	32%
Resident Company	32	29,563	34	31,098	2	1,535	57,774	5%
Non-Profit	16	10,032	23	13,658	7	3,626	136,474	11%
Promoted/ Co-Promoted			1	52	1	52	77,238	
Student	26	11,248	30	19,428	4	8,180	307,875	25%
Miscellaneous	3	435	-	-	(3)	(435)	113	0%
Totals	93	73,183	106	93,035	13	19,852	\$ 1,241,342	94%

*Attendance and revenue numbers reflect calendar month actuals and not the event total.

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

OCC	3rd Quarter 13-14		3rd Quarter 14-15		Net Change from Prior Year	
	Events	Attendance	Events	Attendance	Events	Attendance
Tradeshows/Conventions	17	32,211	21	37,469	4	5,258
Consumer Public Shows	18	153,243	20	201,360	2	48,117
Miscellaneous	-	-	-	-	-	-
Miscellaneous -In-House	33	528	46	786	13	258
Meetings	32	12,786	40	17,456	8	4,670
Catering	17	9,167	13	7,974	(4)	(1,193)
Totals	117	207,935	140	265,045	23	57,110

Expo Center	3rd Quarter 13-14		3rd Quarter 14-15		Net Change from Prior Year	
	Events	Attendance	Events	Attendance	Events	Attendance
Consumer Public Shows	15	128,970	16	157,521	1	28,551
<i>Cirque Du Soleil</i>	6	14,454	-	-	(6)	(14,454)
Miscellaneous	8	2,581	4	73	(4)	(2,508)
Meetings	5	214	7	295	2	81
Catering	-	-	-	-	-	-
Tradeshows/Conventions	1	4,135	2	5,450	1	1,315
Totals	29	135,900	29	163,339	-	27,439
Totals w/Cirque du Soleil	35	150,354	29	163,339	(6)	12,985

PCPA	3rd Quarter 13-14		3rd Quarter 14-15		Net Change from Prior Year	
	Performances	Attendance	Performances	Attendance	Performances	Attendance
Commercial (Non-Broadway)	22	28,175	18	26,229	(4)	(1,946)
Broadway	14	30,021	24	59,474	10	29,453
Resident Company	73	78,655	80	93,066	7	14,411
Non-Profit	79	31,993	70	30,306	(9)	(1,687)
Promoted/Co-Promoted	-	-	14	2,492	14	2,492
Student	63	48,036	63	44,337	-	(3,699)
Miscellaneous	10	3,263	2	162	(8)	(3,101)
Totals	261	220,143	271	256,066	10	35,923

MERC Food and Beverage Margins

March 2015

	Current Month Actual	Prior Year Month Actual	Current Year to Date	Prior Year to Date Actual	Annual Budget
Convention Center Operating Fund					
Food and Beverage Revenue	1,303,999	930,801	8,779,410	7,582,481	11,002,827
Food & Beverage Services	1,026,247	751,750	7,019,685	6,661,459	9,363,294
Food and Beverage Gross Margin	277,753	179,050	1,759,725	921,022	1,639,533
Food and Beverage Gross Margin %	21.30%	19.24%	20.04%	12.15%	14.90%
Portland'5 Centers for the Arts Fund					
Food and Beverage Revenue	262,422	191,316	2,238,925	1,522,414	2,225,102
Food & Beverage Services	199,286	150,761	1,582,107	1,255,894	1,857,227
Food and Beverage Gross Margin	63,136	40,555	656,818	266,520	367,875
Food and Beverage Gross Margin %	24.06%	21.20%	29.34%	17.51%	16.53%
Expo Fund					
Food and Beverage Revenue	194,449	230,499	1,575,786	1,393,686	1,975,000
Food & Beverage Services	157,232	193,080	1,356,756	1,238,702	1,651,281
Food and Beverage Gross Margin	37,217	37,419	219,030	154,983	323,719
Food and Beverage Gross Margin %	19.14%	16.23%	13.90%	11.12%	16.39%
MERC Fund Total					
Food and Beverage Revenue	1,760,870	1,352,615	12,594,121	10,498,580	15,202,929
Food & Beverage Services	1,382,765	1,095,590	9,958,548	9,156,055	12,871,802
Food and Beverage Gross Margin	378,105	257,024	2,635,573	1,342,525	2,331,127
Food and Beverage Gross Margin %	21.47%	19.00%	20.93%	12.79%	15.33%

MERC Statement of Fund Balances and Reserves

March 2015

	FY 2015 Through March	FY 2014 Through March	FY 2014 Through June	FY 2015 Annual Budget
<u>Oregon Convention Center</u>				
Beginning Fund Balance	14,734,771	14,415,732	14,415,732	16,655,732
Fund Balance Inc (Dec)	2,220,138	757,892	353,943	(2,743,639)
Ending Fund Balance	16,954,909	15,173,624	14,769,675	13,912,093
<i>Contingency - Operating</i>				1,630,000
<i>Contingency - New Capital-Business Strategy</i>				1,099,078
<i>Contingency - Renewal & Replacement</i>				11,183,015
<i>Ending Fund Balance</i>				13,912,093
<u>Portland'5 Centers for the Arts</u>				
Beginning Fund Balance	9,838,652	9,020,155	9,020,155	10,226,656
Fund Balance Inc (Dec)	(676,518)	(909,606)	817,538	(1,915,939)
Ending Fund Balance	9,162,134	8,110,549	9,837,693	8,310,717
<i>Contingency - Operating</i>				600,000
<i>Contingency - New Capital-Business Strategy</i>				1,857,050
<i>Contingency - Renewal & Replacement</i>				5,853,667
<i>Ending Fund Balance</i>				8,310,717
<u>Expo</u>				
Beginning Fund Balance	3,402,144	3,935,352	3,935,352	4,399,853
Fund Balance Inc (Dec)	(98,251)	(431,105)	(568,117)	(642,056)
Ending Fund Balance	3,303,893	3,504,247	3,367,235	3,757,797
<i>Contingency - Operating</i>				350,000
<i>Contingency - New Capital-Business Strategy</i>				2,596,016
<i>Contingency - Renewal & Replacement</i>				811,781
<i>Ending Fund Balance</i>				3,757,797
<u>MERC Administration</u>				
Beginning Fund Balance	4,084,393	3,043,123	3,043,123	3,043,124
Fund Balance Inc (Dec)	(616,803)	(615,979)	1,042,231	(806,508)
Ending Fund Balance	3,467,590	2,427,144	4,085,354	2,236,616
<i>Contingency - Operating</i>				65,000
<i>Contingency - Renewal & Replacement</i>				2,171,616
<i>Ending Fund Balance</i>				2,236,616
<u>MERC Fund</u>				
Beginning Fund Balance	32,059,960	30,414,362	30,414,362	34,325,365
Fund Balance Inc (Dec)	828,566	(1,198,798)	1,645,594	(6,108,142)
Ending Fund Balance	32,888,526	29,215,564	32,059,956	28,217,223

MERC Commission Meeting

May 6, 2015
12:35 pm

7.0 Aramark Third
Quarter Review

3rd Quarter Review - 2015

Oregon Convention Center
Portland's 5 Centers for the Arts
Portland Expo Center

May 6, 2015

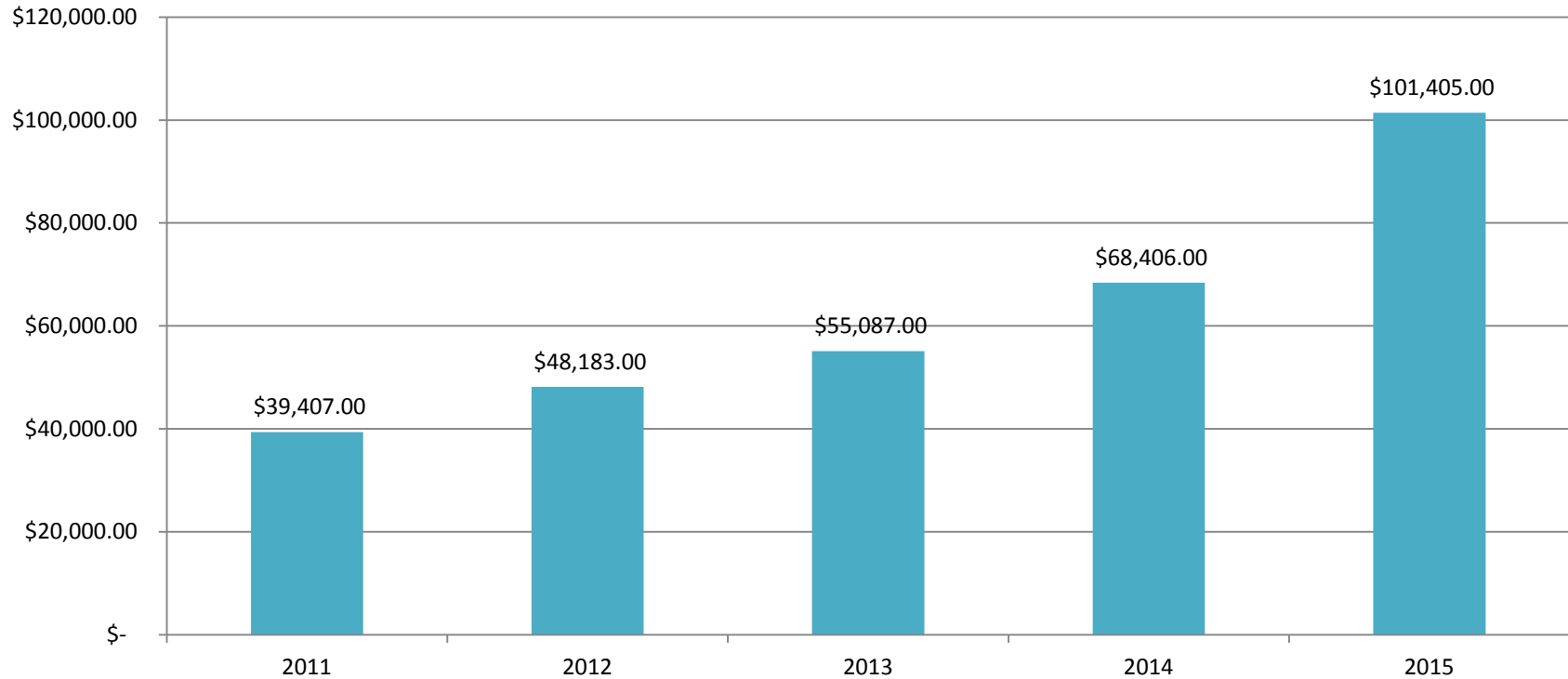
Agenda

- Financials
- 3rd Quarter Highlights
- Hiring
- Purchasing
- aramark

Oregon Convention Center

	2015 - 3rd Quarter		2014 - 3rd Quarter		2015 Budget	
Net Gross Receipts	\$	8,779,410.00	\$	7,582,481.00	\$	11,002,827.00
Cost of Sales	\$	1,706,210.00 23.3%	\$	1,701,542.00 26.9%	\$	2,309,164.00 25.4%
Labor	\$	4,076,234.00 46.4%	\$	3,862,185.00 50.9%	\$	5,343,781.00 48.6%
Margin	\$	1,759,725.00 20.0%	\$	921,022.00 12.1%	\$	1,639,533.00 14.9%

Stir Bistro – through 3rd Quarter 2015



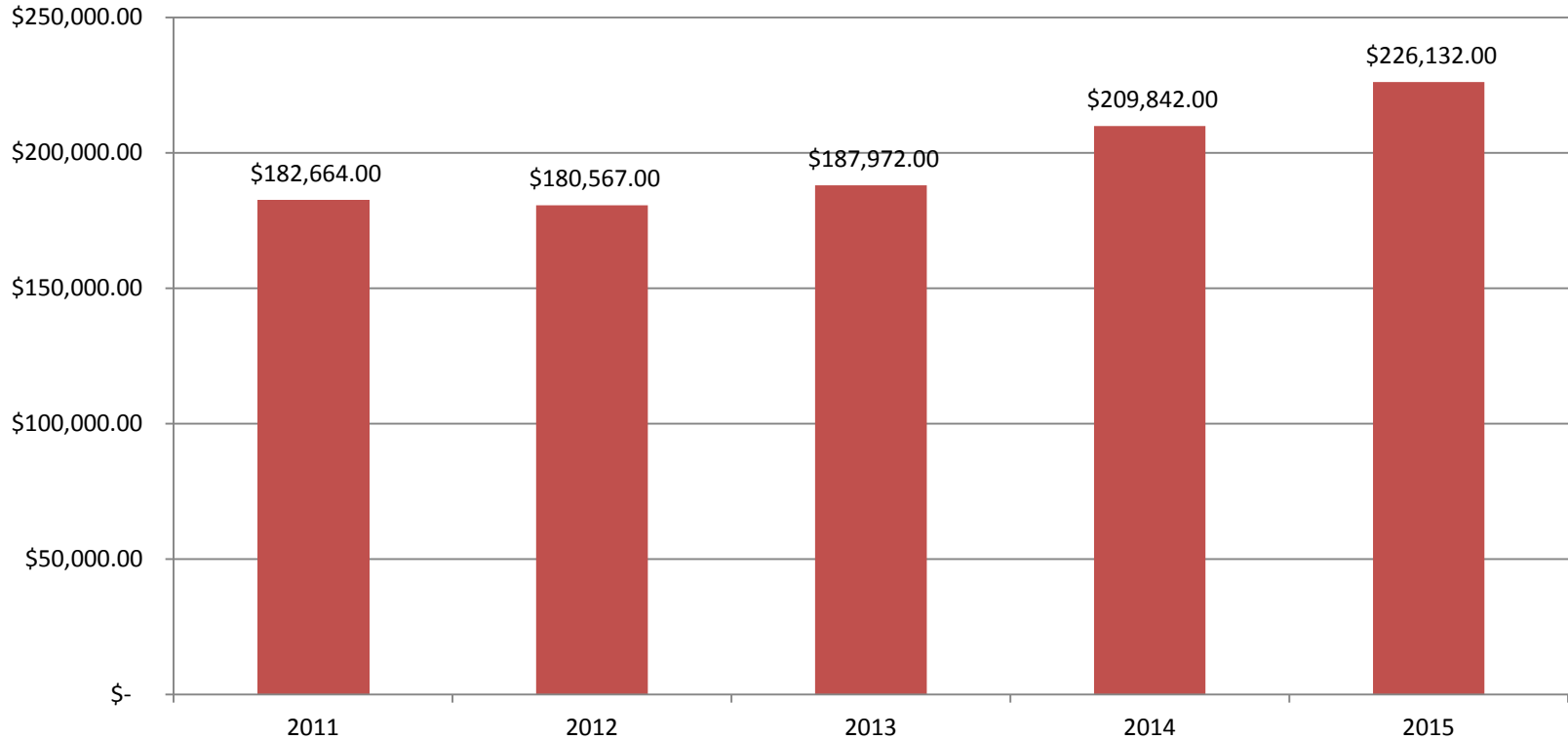
2015 OCC 3rd Quarter Highlights

- Top 5 Events
 - Auto Show \$363K
 - Libraries \$322K
 - Tektronix \$296K
 - Erosion \$233K
 - Comicon \$147K
- Classic Wines
- Food Carts

Portland'5 Centers for the Arts

	2015 - 3rd Quarter		2014 - 3rd Quarter		2015 Budget	
Net Gross Reciepts	\$	2,238,925.00	\$	1,522,414.00	\$	2,225,102.00
Cost of Sales	\$	402,642.00 19.0%	\$	308,857.00 21.5%	\$	445,850.00 20.8%
Labor	\$	798,601.00 35.7%	\$	720,538.00 47.3%	\$	1,023,331.00 46.0%
Margin	\$	656,818.00 29.3%	\$	266,520.00 17.5%	\$	367,875.00 16.5%

ArtBar Bistro – through 3rd Quarter 2015



2015 P5 3rd Quarter Highlights

Drink Specials

- Late Night Catechism:
 - Guilty Pleasure
 - Penitence Punch
 - Sweet Hellfire
- Cuff Me:
 - Oh My
 - Inner Goddess
 - Elevator

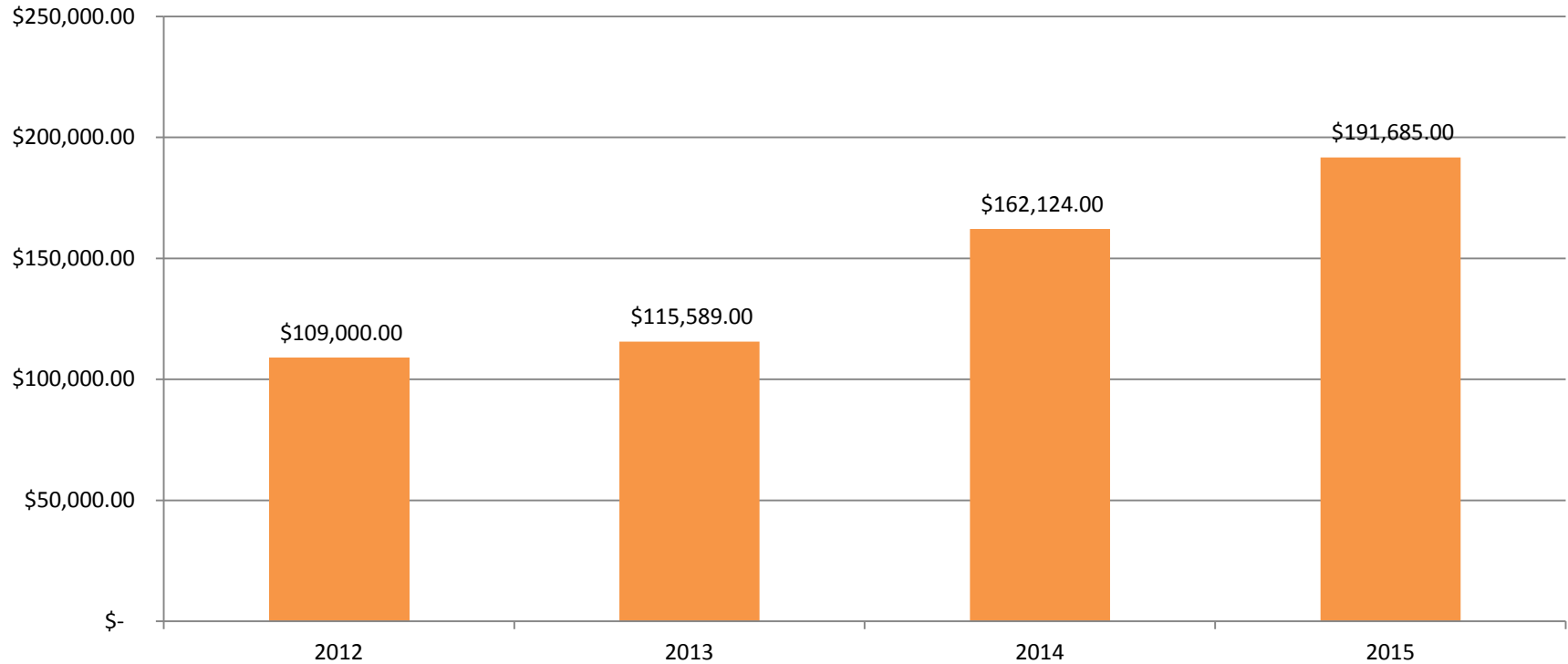
Revenue highlights

- Widespread Panic:
 - Revenue: \$43,860 Per Cap \$16.23
 - 4239 beers (20 kegs, 2205 bottles)
 - 656 cocktails
 - 298 glasses of wine
- Dynamic beer pricing:
 - Widespread Panic: \$1,017
 - Amy Schumer: \$218

Portland Expo Center

	2015 - 3rd Quarter		2014 - 3rd Quarter		2015 Budget				
Net Gross Receipts	\$	1,575,786.00	\$	1,393,686.00	\$	1,975,000.00			
Cost of Sales	\$	352,373.00	28.0%	\$	350,782.00	30.6%	\$	394,803.00	24.1%
Labor	\$	569,144.00	36.1%	\$	594,336.00	42.6%	\$	750,672.00	38.0%
Margin	\$	219,030.00	13.9%	\$	154,983.00	11.1%	\$	323,719.00	16.4%

West Delta Bar & Grill – through 3rd Quarter 2015



2015 Expo 3rd Quarter Highlights

- Top 5 Events
 - Sportsman Show \$380K
 - Dog Show \$99K
 - Roadster Show \$81K
 - Home & Garden Show \$64K
 - Boat Show \$57K

- Sportsman Show
 - 90 Kegs – Alaskan Amber/IPA
 - 72 Cases – 12oz Alaskan Cans
 - 93 Cases – 16oz Rainier Cans

Community Employment Partners

FOTA

- Giacometti Partners LTD
- Urban League Portland
- PCC NE Campus
- Dress For Success

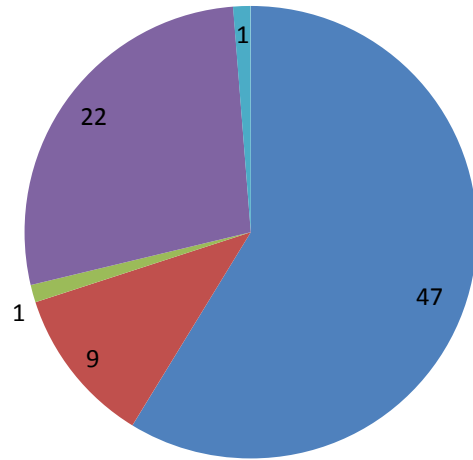
Portland Metro

- New City Initiatives
- Central City Concern
- Goodwill Industries
- Catholic Charities
- Roosevelt High School "I Am Academy"

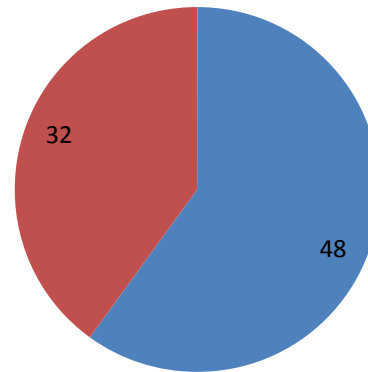
Community Outreach

- aramark Giacometti, LTD Job Fair (Jan 9)
- Urban League Meeting/Debra Lindsay (Feb 24)
- Goodwill Industries Job Fair (Feb 25)
- UO Diversity Career Symposium, Portland (Feb 27)
- PCC NE Campus Employment Marketplace (March 6)
- Central City Concern Meeting (March 18)
- Transition Projects Meeting (March 18)

80 PT Employees Hired – 3rd Quarter



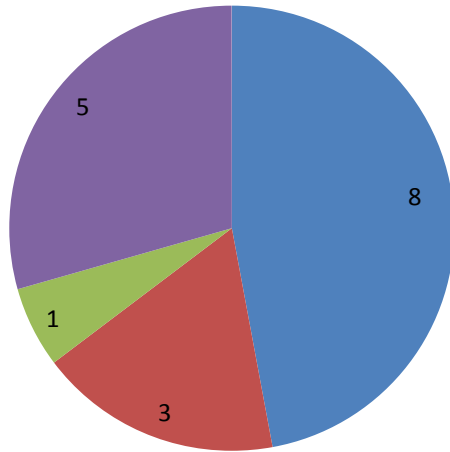
- White = 59%
- Black/African American = 11%
- Asian = 1%
- Hispanic/Latino = 28%
- Two or More Races = 1%



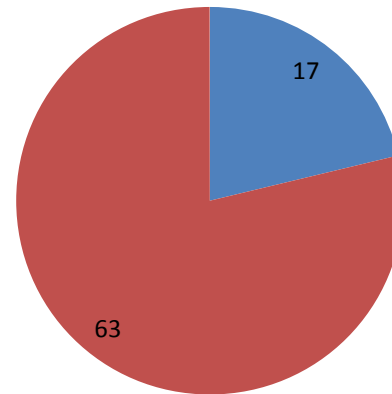
- MALE = 60%
- FEMALE = 40%

FOTA Hiring – 3rd Quarter

FOTA HIRES

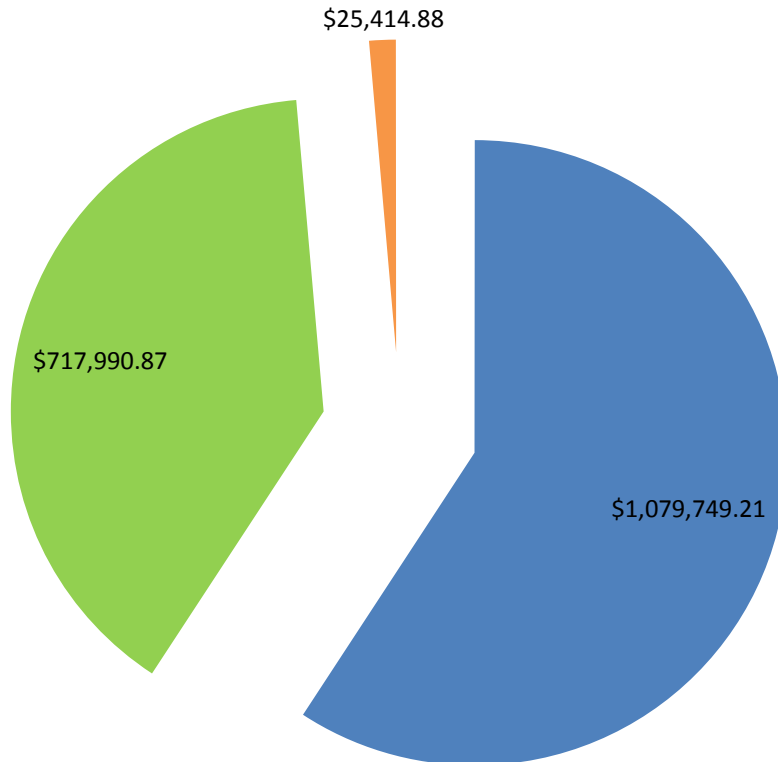


- White = 47%
- Black/African American = 18%
- Asian = 6%
- Hispanic/Latino = 29%



- FOTA = 21.25%
- NON FOTA = 78.75%

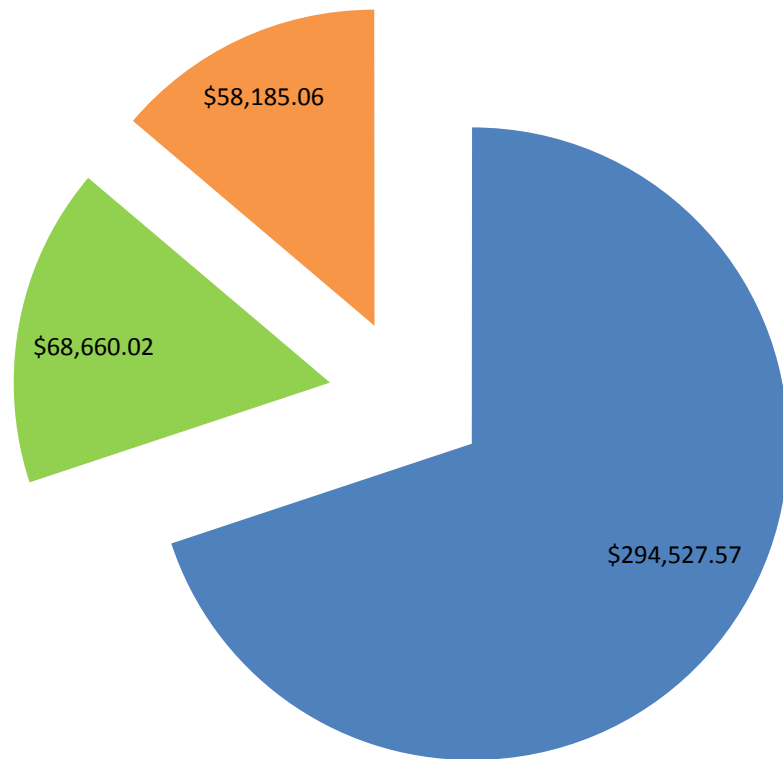
2015 OCC Purchasing – through 3rd Quarter



OCC Total Purchases
\$1,823,154.96

- Other Purchases = 59.2%
- Local Purchases = 39.4%
- FOTA Purchases = 1.4%

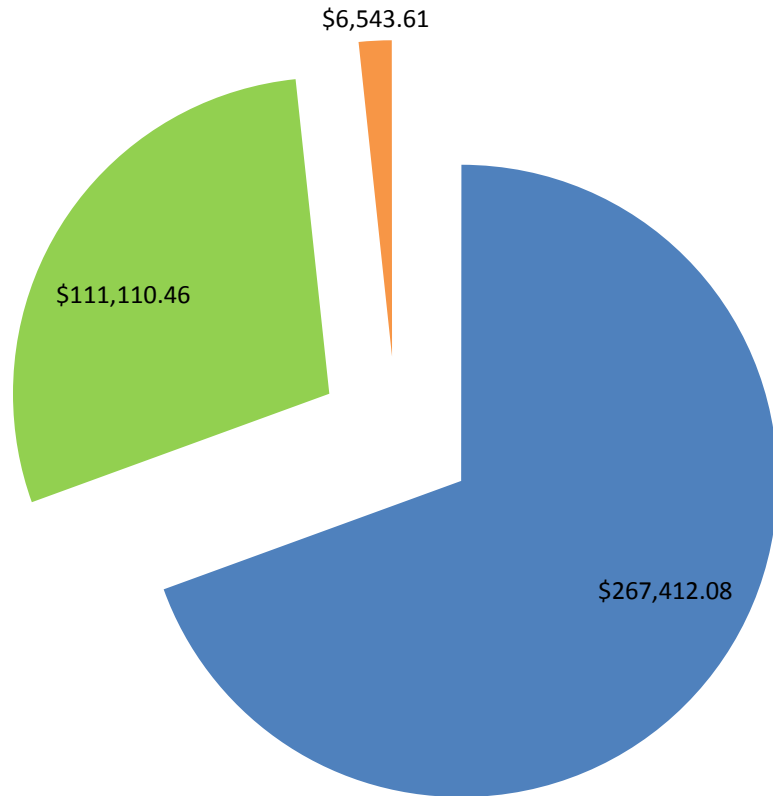
2015 P5 Purchasing – through 3rd Quarter



**P5 Total Purchases
\$421,372.65**

- Other Purchases = 69.9%
- Local Purchases = 16.3%
- FOTA Purchases = 13.8%

2015 Expo Purchasing – through 3rd Quarter



Expo Total Purchases
\$385,066.15

- Other Purchases = 69.4%
- Local Purchases = 28.9%
- FOTA Purchases = 1.7%

aramark

- New Team Members - OCC
 - Catering Sales Manager – Riley Hartman
- New Team Members – P5
 - Catering Sales Manager – Lindsay Pearson
- Union Contracts Ratified
 - Portland’5 Centers for the Arts
 - Portland Expo Center
- aramark Employee Appreciation Day
 - April 9,2015
 - Front Line First
- Pro Chef II Certification (Fall/Winter 2015)
 - Chris Purdue
 - Brent Palmer
 - Shannon Wisner

MERC Commission Meeting

May 6, 2015
12:35 pm

8.0 Diversity, Equity and Inclusion:
Making the Connection

MAKING A GREAT PLACE TOGETHER



oregonmetro.gov

DIVERSITY, EQUITY AND INCLUSION AT METRO

Metro strives to cultivate diversity, advance equity and practice inclusion in all of its work.

PREPARING FOR THE FUTURE

Our region is changing – the community of the future will be more racially and ethnically diverse. Historically, communities of color have experienced disparities in income, health and education. In addition, our population will have higher percentages of younger and older residents than today, potentially creating new challenges for inclusion.

Addressing these diversity and equity-related issues is central to our region's future prosperity.

Metro's Diversity, Equity and Inclusion team helps develop standards and provides coordination and resources to create inclusive processes and conditions that allow everyone to participate in making this a great place today and for generations to come.

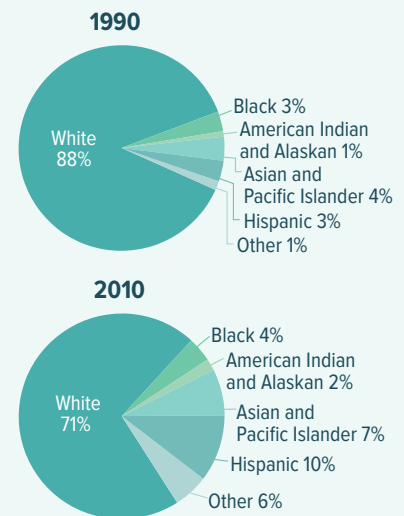
Imagine a region where every person, regardless of race, ethnicity, gender or ability,

- can enjoy clean air and water and explore nature nearby
- has safe and reliable transportation choices
- earns equal incomes across education levels
- lives in affordable housing in a safe neighborhood
- contributes to our region's leadership on climate change.

Learn more on the intranet at [imet/DEI](#)

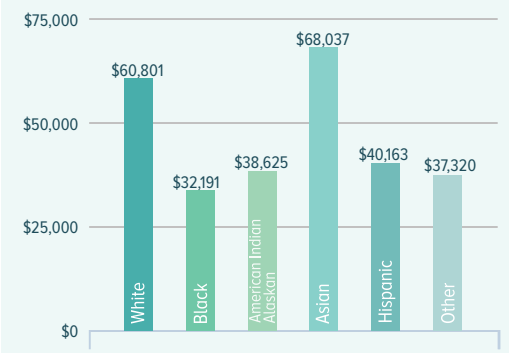
The region is diversifying ...

PERCENT OF POPULATION BY RACE/ETHNICITY
Tri-county region. Source: US Decennial Census, 1990, 2010 SF1-QTP6



... but regional inequities persist.

MEDIAN HOUSEHOLD INCOME, BY RACE/ETHNICITY
Portland MSA, 2011-2013. Source: US Census, American Community Survey three-year estimates



DEFINING DIVERSITY, EQUITY AND INCLUSION

Honoring differences among people while upholding our value for respect is central to our diversity philosophy. At Metro, we define diversity to encompass the full breadth of our region's populations, including differences in race, ethnicity, gender, age, religion, nationality, language preference, socioeconomic status, disability, sexual orientation, gender identity and other characteristics. These characteristics - combined in ways unique to each individual - are tied to a variety of other aspects of diversity such as experience, work styles, life experience, education, beliefs and ideas.

Diversity is the variation of social and cultural identities among people existing together in a defined setting.

Our region is stronger when individuals and communities benefit from quality jobs, living wages, a strong economy, stable and affordable housing, safe and reliable transportation, clean air and water, a healthy environment, and sustainable resources that enhance our quality of life. We share a responsibility as individuals within a community and communities within a region. Our future depends on the success of all, but avoidable inequities in the utilization of resources and opportunities prevent us from realizing our full potential.

Equity is when everyone, including diverse communities, has access to the opportunities necessary to satisfy their essential needs, advance their well-being and achieve their full potential.

At Metro, we strive to create and maintain an environment where everyone feels welcomed, respected and valued. Inclusion ensures diverse individuals are able to participate in and affect the decisions that affect them and their communities.

Inclusion means that everyone can participate and everyone belongs.





METRO'S DIVERSITY, EQUITY AND INCLUSION PROGRAM

Metro created the Diversity, Equity and Inclusion (DEI) program in September 2014 to better coordinate its efforts to cultivate diversity, advance equity and practice inclusion. The DEI team aligns ongoing work in the Diversity Action Plan, Equity Strategy, and inclusive public involvement practices to strategically coordinate efforts to achieve equitable outcomes and strengthen relationships with diverse communities.

PROGRAM GOALS INCLUDE:

Diversity

- Increase internal awareness and sensitivity to diversity issues.
- Increase recruitment, hiring and retention of diverse employees.
- Ensure Metro's public engagement and committees serve and represent the diversity of the region.
- Increase contracting opportunities for minority and women-owned businesses.

Equity

- Develop and implement a Metro-specific strategy to advance equity across the region's desired outcomes.
- Build institutional capacity inside Metro to understand, adopt and practice equity.
- Create meaningful engagement and capacity-building opportunities for underserved communities.

Inclusion

- Build and maintain long-term, meaningful relationships with community based organizations that serve diverse communities.
- Engage community members using the language or communication method that meets their needs.

HELPING YOU MAKE A DIFFERENCE

Each of us has a role to play to help address systemic inequities that impact our communities and help create an equitable region for everyone who calls this area home. The DEI team is available to help support you, your program or your project with strategy guidance and useful resources and tools.

RESOURCES AND TOOLS

Consultation

The DEI team serves as a resource for Metro staff on matters related to diversity, equity and inclusion. The DEI team can help offer best practices and connect you to useful resources.

Community partnerships

The DEI team works with staff across the agency to develop standards, best practices and resources to build and maintain long-term, meaningful relationships with community based organizations.

Youth internship program

Summer internships through Worksystems' SummerWorks program build the pipeline for a more diverse applicant pool for Metro jobs, provide employment and work experience to youth seeking opportunity, increase Metro staff cultural competency and diversity of thought, and benefit our region.

Language resource guide

The DEI language resource guide provides an overview of translation or interpretation services for community members that do not speak English well. The guide outlines effective practices in written translation, identifies steps to consider when translating materials for a program or project, and provides resources when an event or a community member requires interpretation.

CULTURAL COMPETENCY OPPORTUNITIES

Cultural events

Metro hosts learning events during nationally recognized awareness months for ethnic and cultural groups. Previous learning events include months devoted to African American history, Hispanic heritage, women's history and Native American cultures. Metro also hosts occasional speakers on equity, diversity and inclusion to raise awareness and learn from experts.

Diversity, Equity and Inclusion roundtable

The DEI engagement roundtable is an informal meeting where you can learn about ongoing or future engagements with leaders from underserved communities. The roundtable seeks to leverage and

coordinate Metro's outreach efforts, while reducing the burden placed on community-based organizations that may have limited capacity to engage with Metro. At every other meeting, roundtable members will dig deeper into topics pertaining to Title VI of the Civil Rights Act, the Executive Order on Environmental Justice, data analysis and research.

"Ouch!" training

This facilitator-led DVD/video-based training program helps you build confidence and skills to speak up when you hear stereotypes or other demeaning comments.

Unconscious bias initiative

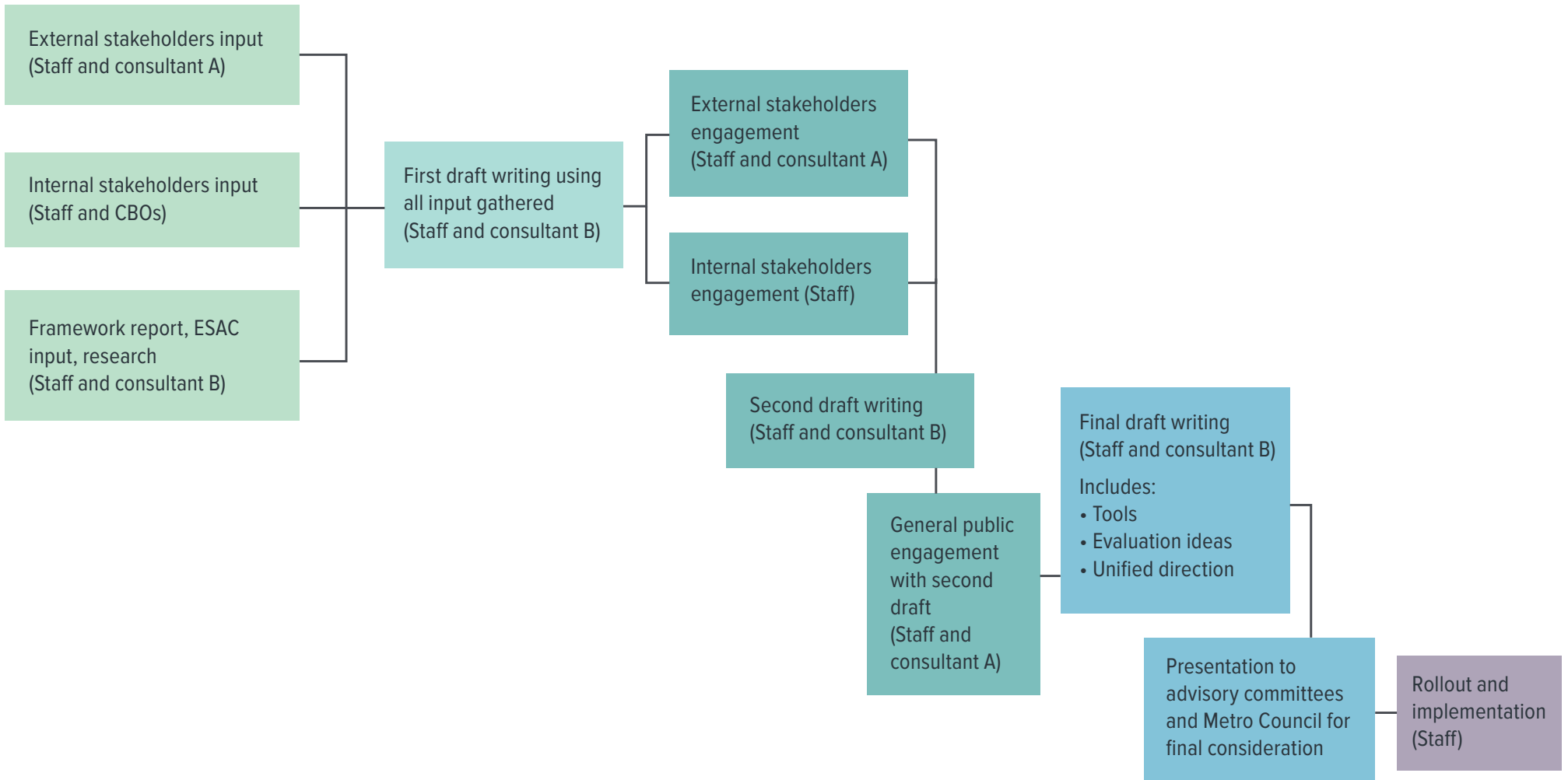
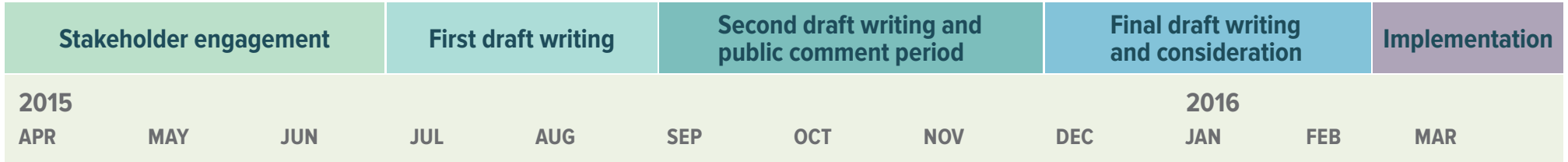
All people experience unconscious bias in which socialization and experiences create assumptions and conclusions about groups of people – both positive and negative. This initiative is designed to help Metro staff develop a greater understanding of the issues of unconscious bias and its impact on our thoughts and behaviors.

Uniting to understand racism training

This six-week interracial dialogue, periodically offered through the Metro Learning Center, focuses on helping you raise your level of awareness concerning unexamined bias and encouraging proactive change. The course offers resources to stimulate discussion and self-examination.

Equity Strategy and Action Plan Development TIMELINE April 2015 – February 2016

April / 2015
Draft



MERC Commission Meeting

May 6, 2015
12:35 pm

9.0 Consent Agenda

Metropolitan Exposition Recreation Commission
Record of MERC Commission Actions
 April 1, 2015
 Oregon Zoo, Vista Room

Present:	Terry Goldman, Judie Hammerstad, Elisa Dozono, Karis Stoudamire-Phillips, Council Liaison Sam Chase
Absent:	Ray Leary (Excused)
	A regular meeting of the Metropolitan Exposition-Recreation Commission was called to order by Chair Goldman at 12:45 p.m.
1.0	QUORUM CONFIRMED A quorum of Commissioners was present
2.0	OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS <ul style="list-style-type: none"> • None
3.0	COMMISSION/COUNCIL LIAISON COMMUNICATIONS <ul style="list-style-type: none"> • Council Liaison Chase provided an update on legislation issues. • Commissioner Dozono reported that she attended a going away party for Commissioner Erickson along with Interim GM, Scott Robinson, and staff members. Erickson was presented with a framed certificate noting his service to MERC. • Chair Goldman announced that he is changing positions. He will be the General Manager of the DoubleTree by Hilton Portland as of April 16.
4.0	METRO DEPUTY COO COMMUNICATIONS Scott Robinson, Metro Deputy COO and Interim GM of Visitor Venues, provided updates to the Commission: <ul style="list-style-type: none"> • A new MERC commissioner, Deidra Kryz-Rusoff, is up for appointment by Metro Council on April 9. The appointment is for a Metro position. • Regarding the Convention Center hotel project, an underwriter has been selected. PDC and Mortenson have entered into a predevelopment agreement for the parking lot. • FOTA project continues to move forward. Stephanie Soden and David Fortney will provide more information later in the meeting on the composition of the Task Force Team. • Expo Project is headed into phase 2. The Expo Internal Advisory team comprised of staff members from the Metro Senior Leadership team will meet look at possible investment scenarios. Their findings will be presented to you for your consideration in late fall of this year. • Systems are being put in place in response to the issues raised by the Moss-Adams financial audit findings regarding negotiated rates at the venues.
5.0	FINANCIAL REPORT MERC Finance Director, Ben Rowe, reported to the Commission.
6.0	ZOO 101 AND BOND OVERVIEW Interim Zoo Director, Teri Dresler, provided an overview of the Zoo, its strategic plan and the Zoo budget for the current fiscal year. Metro Deputy COO and Interim GM of Visitor Venues, Scott Robinson, updated the Commission on the Zoo Bond passed in 2008 including information on bond program governance, budget, and completed as well as current projects.
7.0	OREGON CONVENTION CENTER WEBSITE DESIGN UPDATE Danielle Kulczyk of Metro Communications and John Smith, Marketing and Web services manager at the OCC presented a look at the changes being made to the OCC Website which is planned to launch in late June.
8.0	OREGON CONVENTION CENTER HOTEL DESIGN UPDATE OCC Executive Director, Scott Cruickshank, and Hotel Project Manager, Hillary Wilton, presented the most recent design plans for the Convention Center Hotel as well as an updated calendar for design progression.

<p>11.3</p>	<ul style="list-style-type: none"> • Doumitt responded that it is a woman-owned firm however the owner chose not to register as such. • Dozono inquired whether it was necessary for the Commission vote on the resolution at today's meeting since her inclination is to vote no adding that she had thought that specific language regarding minority contracting and subcontracting goals was going to be added to the contract after the last time the commission saw it. She was also unwilling to pass the resolution without Commissioner Leary present. • Joerg and Doumitt noted that the current contract ends at the end of the month and there is need for security right away. • After discussion, Metro Deputy Attorney, Nathan Sykes, and Interim GM, Scott Robinson, suggested tabling the resolution and voting on an amended contract by phone if necessary at a later date. • Chair Goldman tabled the resolution. <p>Resolution 15-06 Recognizing Chris Erickson's contributions to the Metropolitan Exposition Recreation Commission.</p> <p>Chair Goldman presented the resolution and noted Erickson's many contributions to MERC adding that his departure is a loss for the state and the community as well as for the Commission personally.</p> <p>A motion made by Commissioner Hammerstad and seconded by Commissioner Stoudamire-Phillips to approve Resolution 15-06 as presented.</p> <p>VOTE: Aye: 4 Nay: 0 Motion Passed</p>
	<p>As there was no further business to come before the Commission, the meeting was adjourned at 2:45 p.m.</p>

**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: **Ray Leary, 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, 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 activities/events where travel, meals and accommodations 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 Detroit, MI August 8-11, 2015.

Being approved by the MERC Commission, at its regular meeting on May 6, 2015, the above activity is hereby officially sanctioned by MERC.

Terry Goldman,
MERC Commission Chair

MERC Commission Meeting

May 6, 2015
12:35 pm

10.0 Action Agenda

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 May 6, 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: May 6, 2015

Presented by: Joe Durr

Background: Portland's Centers for the Arts (Portland's) and the Portland Expo Center (Expo) seek to engage 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 augmenting in-house event staff with a third-party provider of security personnel to ensure success of event attendees, promoters, exhibitors and talent through efficient and safe crowd and traffic management, with emphasis on public safety and optimum customer service.

In developing the Request for Proposal (RFP), venue and procurement staff sought to encourage participation from a wide variety of service providers, including minority, women, and emerging small businesses (MWESB) and businesses within the First Opportunity Target Area (FOTA). To that end, the RFP allowed proposers to respond to either one or both of two elements: crowd management and/or traffic management, as some proposers may not provide for both types of security services. The crowd management and traffic management needs of each venue—Portland's and Expo—vary with the type of event including expected demographic of attendees, and venues' physical locations. For example, Expo operates a multi-acre surface parking lot and frequently coordinates traffic in the lot and on adjacent city and county streets including shuttle services from satellite parking lots. Traffic needs at Portland's are safely parking and unloading school buses of students on urban, downtown streets which include automobile traffic. Similarly, crowd management can vary from an Expo event such as a gun and knife show to a Portland's rock and roll concert.

In December 2014, MERC and Metro staff 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 First Opportunity Target Area). RFP scoring criteria included project approach, qualifications and methodology; experience and references; staff training and certifications; as well as workforce diversity, MWESB designation and/or FOTA commitment; cost / budget; and sustainable business practices.

Interviews were held with three finalist proposers which included a certified small, woman-owned business and a woman-owned business located in the FOTA. In addition to providing proposers the opportunity to expand on relevant examples of crowd management, traffic

management and staff training, interviewers asked proposers to elaborate on their workforce diversity, community involvement and relationships.

Staff determined that the selection of two vendors will provide the required optimum security services and are in the best interests of MERC and its facilities: Coast to Coast Event Services (in the First Opportunity Target Area) and CMS/ Starplex.

The Public Contracts are for 49 months June 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 management and for 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.

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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.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

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

ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing July 1, 2015 through and including June 30, 2019.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

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

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 and contractor name shall be referenced in the email subject line. MERC requests that contractors submit billing invoices for services within 10 business days of performance. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.

ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless MERC, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and MERC.

ARTICLE V TERMINATION

MERC may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. MERC shall not

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be liable for indirect, consequential damages or any other damages. Termination by MERC will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI INSURANCE & BONDS

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 INSUREDS 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.

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

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that CONTRACTOR and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. MERC shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a

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good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against MERC on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all CONTRACTORS must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII MODIFICATIONS

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 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.

ARTICLE IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by MERC, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of MERC.

ARTICLE X OWNERSHIP OF DOCUMENTS

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.

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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.

G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification 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.

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

MERC reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due 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. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, MERC shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with MERC.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as

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shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

Contract represents the entire and integrated agreement between MERC and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both MERC and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVI INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A and the Metro public 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 or is not applicable to this Contract as indicated by the following initials _____.**

ARTICLE XVII 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.

ARTICLE XVIII ASSIGNMENT

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

ARTICLE XIX SEVERABILITY

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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.

ARTICLE XX COUNTERPARTS

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

ARTICLE XXI 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

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION
COMMISSION

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

Attachment A : Scope of Work

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 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.

Attachment A : Scope of Work

MERC Contract No. XXXXXX

Uniform

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 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]

4. **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;

Attachment A : Scope of Work

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.

5. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed FOUR HUNDRED FIFTY-THOUSAND AND 00/100TH 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 supervisor beginning November 1, 2015; and \$18.75 non-supervisor and \$21.75 supervisor 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.

Attachment B: Compliance with ORS 181.870 – 181.887



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 – 181.887 will be considered a breach of contract and may result in the termination of contract without notice.

Dated: _____

By: _____
Authorized agent

Company: _____

Address: _____

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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.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

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

ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing July 1, 2015 through and including June 30, 2019.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

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

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 and contractor name shall be referenced in the email subject line. MERC requests that contractors submit billing invoices for services within 10 business days of performance. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.

ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless MERC, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and MERC.

ARTICLE V TERMINATION

MERC may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. MERC shall not

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be liable for indirect, consequential damages or any other damages. Termination by MERC will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI INSURANCE & BONDS

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.

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

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that CONTRACTOR and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. MERC shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a

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MERC CONTRACT NO. **XXXXXX**

good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against MERC on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all CONTRACTORS must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII MODIFICATIONS

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 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.

ARTICLE IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by MERC, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of MERC.

ARTICLE X OWNERSHIP OF DOCUMENTS

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.

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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.

G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification 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.

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

MERC reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due 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. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, MERC shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with MERC.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as

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shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

Contract represents the entire and integrated agreement between MERC and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both MERC and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVI INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A and the Metro public 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 or is not applicable to this Contract as indicated by the following initials _____.**

ARTICLE XVII 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.

ARTICLE XVIII ASSIGNMENT

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

ARTICLE XIX SEVERABILITY

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MERC CONTRACT NO. **XXXXXX**

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.

ARTICLE XX COUNTERPARTS

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

ARTICLE XXI 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

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION
COMMISSION

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

Attachment A : Scope of Work

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.

Attachment A : Scope of Work

MERC Contract No. XXXXXX

Uniform

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 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]

4. **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;

Attachment A : Scope of Work

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- 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.

5. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed FOUR HUNDRED FIFTY-THOUSAND AND 00/100TH 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.

\$ 16.50 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, 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.

Attachment B: Compliance with ORS 181.870 – 181.887



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 – 181.887 will be considered a breach of contract and may result in the termination of contract without notice.

Dated: _____

By: _____
Authorized agent

Company: _____

Address: _____

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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.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

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

ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing June 1, 2015 through and including June 30, 2019.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

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

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. Contractor's billing invoices shall be sent to metroaccountspayable@oregonmetro.gov & Expo Center's designated representative. The MERC contract number and contractor name shall be referenced in the email subject line. MERC requests that contractors submit billing invoices for services within 48 hours of completion of order. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.

ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless MERC, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and MERC.

ARTICLE V TERMINATION

MERC may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. MERC shall not

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MERC CONTRACT NO. **XXXXXX**

be liable for indirect, consequential damages or any other damages. Termination by MERC will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI INSURANCE & BONDS

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 elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS 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.

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

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that CONTRACTOR and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. MERC shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a

Standard Public Contract

MERC CONTRACT NO. XXXXXX

good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against MERC on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all CONTRACTORS must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII MODIFICATIONS

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 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.

ARTICLE IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by MERC, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of MERC.

ARTICLE X OWNERSHIP OF DOCUMENTS

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.

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MERC CONTRACT NO. **XXXXXX**

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.

G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification 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.

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

MERC reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due 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. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, MERC shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with MERC.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as

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MERC CONTRACT NO. **XXXXXX**

shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

Contract represents the entire and integrated agreement between MERC and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both MERC and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVI INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A and the Metro public 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 or is not applicable to this Contract as indicated by the following initials _____.**

ARTICLE XVII 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.

ARTICLE XVIII ASSIGNMENT

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

ARTICLE XIX SEVERABILITY

Standard Public Contract

MERC CONTRACT NO. **XXXXXX**

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.

ARTICLE XX COUNTERPARTS

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

ARTICLE XXI 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: Brian Joerg
Portland Expo Center
2060 N. Marine Dr.
Portland, OR 97217
brianjoerg@expocenter.org

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 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

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

Scope of Work – Attachment A

MERC Contract No. XXXXXX

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 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 or designee..
- 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.

4. 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;

Scope of Work – Attachment A

MERC Contract No. XXXXXX

- 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.

5. Payment and Billing

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

\$ 17.25 per straight time-per-hour, per-person for **peer-group** security

\$ 17.25 per straight time-per-hour, per-person for **traffic** security.

\$ 17.50 per straight time, per-hour, per-person for **supervisor** services

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

Attachment B: Compliance with ORS 181.870 – 181.887



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 – 181.887 will be considered a breach of contract and may result in the termination of contract without notice.

Dated: _____

By: _____
Authorized agent

Company: _____

Address: _____

Standard Public Contract

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.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

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

ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing July 1, 2015 through and including June 30, 2019.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

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

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 & Expo Center's designated representative. The MERC contract number and contractor name shall be referenced in the email subject line. MERC requests that contractors submit billing invoices for services within 10 business days 48 hours of completion of order of performance. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.

ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless MERC, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and MERC.

ARTICLE V TERMINATION

MERC may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. MERC shall not

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MERC CONTRACT NO. XXXXXX

be liable for indirect, consequential damages or any other damages. Termination by MERC will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI INSURANCE & BONDS

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, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS 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.

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

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that CONTRACTOR and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. MERC shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a

Standard Public Contract

MERC CONTRACT NO. **XXXXXX**

good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against MERC on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all CONTRACTORS must demonstrate that an employee drug-testing program is in place.

ARTICLE VIII MODIFICATIONS

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 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.

ARTICLE IX QUALITY OF GOODS AND SERVICES

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by MERC, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of MERC.

ARTICLE X OWNERSHIP OF DOCUMENTS

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.

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MERC CONTRACT NO. **XXXXXX**

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.

G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification 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.

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

MERC reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due 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. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, MERC shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with MERC.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as

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shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

Contract represents the entire and integrated agreement between MERC and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both MERC and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVI INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A and the Metro public 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 or is not applicable to this Contract as indicated by the following initials _____.**

ARTICLE XVII 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.

ARTICLE XVIII ASSIGNMENT

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

Standard Public Contract

MERC CONTRACT NO. **XXXXXX**

ARTICLE XIV 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.

ARTICLE XX COUNTERPARTS

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

ARTICLE XXI 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

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 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

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

Scope of Work – Attachment A

MERC Contract No. XXXXXX

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 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 or designee..
- 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.

4. 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;

Scope of Work – Attachment A

MERC Contract No. XXXXXX

- 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.

5. Payment and Billing

Contractor shall perform the above work for a maximum price not to exceed FOUR HUNDRED THOUSAND AND 00/100TH 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, 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.

Attachment B: Compliance with ORS 181.870 – 181.887



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 – 181.887 will be considered a breach of contract and may result in the termination of contract without notice.

Dated: _____

By: _____
Authorized agent

Company: _____

Address: _____

METROPOLITAN EXPOSITION RECREATION COMMISSION

RESOLUTION NO. 15-07

For the purpose of selecting Northwest Control Company, Inc. for the Arlene Schnitzer Concert Hall – “HVAC Controls Upgrade” and authorizing the General Manager of Visitor Venues to execute a contract with Northwest Control Company.

WHEREAS, the Arlene Schnitzer Concert Hall (ASCH) HVAC controls system has reached the end of its useful life and requires replacement; and

WHEREAS, the ASCH has very limited control of the HVAC system in the facility; and

WHEREAS, Portland’s staff have worked with the Energy Trust of Oregon (ETO) to receive an incentive from the ETO in an amount up to 20% of the total project cost; and

WHEREAS, Section 7(B) of the Metropolitan Exposition Recreation Commission's (MERC) Contracting and Purchasing Rules, requires competitive sealed bids under ORS Chapter 279C for public improvements such as this project; and

WHEREAS, MERC staff has evaluated the bids and Northwest Control Company, Inc. is the lowest responsive and responsible bidder with a bid amount of two hundred sixty-nine thousand, two hundred seventy & 00/100 dollars (\$269,270.00)

BE IT THEREFORE RESOLVED as follows:

1. MERC selects Northwest Control Company, Inc. as the lowest responsive and responsible bidder in response to the Request for Bids for the Arlene Schnitzer Concert Hall – HVAC Controls Upgrade.
2. MERC approves the contract with Northwest Control Company, Inc. in the form substantially similar to the attached Exhibit A and authorizes the General Manager of Visitor Venues to execute the contract on behalf of the Commission.

Passed by the Commission on May, 6 2015.

Chair

Secretary/Treasurer

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

By: _____
Nathan A. S. Sykes
Deputy Metro Attorney

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of selecting Northwest Control Company, Inc. for the Arlene Schnitzer Concert Hall -“HVAC Controls Upgrade” and authorizing the General Manager of Visitor Venues to execute a contract with Northwest Control Company, Inc.

Resolution No: 15-07

Presented by: Josh Lipscomb

Date: May 6, 2015

Background and Analysis: The current building controls system is twenty five years old, support from the manufacturer is limited as their personnel are no longer trained on a system of our vintage, and we have experienced random systemic failures. This project is the 2nd phase of 3 to replace the HVAC controls at each of the Portland’s facilities. The Antoinette Hatfield Hall was the first building and is almost complete, The Keller Auditorium will be last. This project is budgeted in Fiscal Year 2015-16. We propose to start six weeks early to accommodate the estimated project timeline within the availability of the building’s scheduled events.

Building operations and engineering staff are dependent on buildings control systems to deliver appropriate airflow and insure the comfort of our clients and patrons. The risks associated with losing control of the building systems are very significant. If we are unable to insure the appropriate minimum airflow requirements in our public spaces, then we cannot open our doors to the public.

Building controls systems have improved drastically in twenty five years leading to far more effective decision making with significantly more information available to building operators. We have designed a system and written a specification for all three buildings that can be deployed as money becomes available to fund the projects, but allows for one consistent web-based interface for operators and maximum flexibility for service maintenance vendors.

We expect significant energy use improvements with extensive HVAC scheduling capabilities, labor savings through significantly improved analytics and mobile diagnosis for engineers, and improved patron/client satisfaction by programming the controls system to independently respond to differing conditions in the theater.

The scope of work for this project includes replacement of the original Siemens HVAC building controls system (pneumatic) with a direct digital control (DDC) system to control HVAC. MERC Staff prepared and issued Bid Documents and a Request for Bids in accordance with MERC's Purchasing Policies for the HVAC Controls Upgrade at the Arlene Schnitzer Concert Hall.

MERC contracting code requires competitive sealed bids under ORS Chapter 279C for public improvements such as this HVAC controls upgrade project. As such, MERC is required to accept the lowest responsive and responsible bid. Through the venues’ commitment to contracting with firms owned by and employing individuals from diverse backgrounds, MERC staff included in the bid documents good faith program requirements for outreach to the State of Oregon Certified Minority-Owned, Women-Owned and Emerging Small Business (MWESB) community and the First Opportunity Target Area (FOTA) community.

The program establishes procedures to maximize utilization of MBEs, WBEs and ESBs for MERC projects. The following steps required to help MERC monitor the usage of these firms, were outlined in the RFB and were included in the evaluation of bids:

- “1. Identify areas in which Bidder intends to use sub-contractors.
2. Attend the Pre-Bid meeting if held. Meet any MBE/WBE/ESB firms at the Pre-Bid meeting.
3. Contact several (or all) certified MBE/WBE/ESB firms listed (with the State of Oregon) to perform the work needed.

Metro Procurement Services can provide Bidder with a list of firms upon request

bidsandproposals@oregonmetro.gov.

4. Negotiate with interested, available and capable MBE/WBE/ESB firms who submit competitive bids.
5. Report to MERC all sub-contractors contacted. Please include their response and price quoted.
6. List all sub-contractors that Bidder intend to use on this project.

Please note a selected MBE/WBE/ESB firm must be used unless MERC authorizes a substitution after contract award.

The following MBE/WBE/ESB Program forms are to be completed and returned as part of your Bid submission. Contact Procurement services at bidsandproposals@oregonmetro.gov if additional information is required.”

In addition to these requirements, the RFB was published in the online version of El Hispanic News and the Daily Journal of Commerce, as well as ORPIN.

On March 25, 2015, MERC staff conducted a site walk for potential bidders in which 3 mechanical contractors and 4 subcontractors attended: One subcontractor was ESBs, one was a MBE and WBE and none were from the FOTA. Two bids were received on April 8, 2015 and ranged from \$269,270.00 to \$298,180.00. The lowest responsive and responsible bidder was Northwest Control Company, Inc., in the amount of two hundred sixty-nine thousand, two hundred seventy and 00/100 dollars (\$269,270.00). The lowest responsive and responsible bidder, Northwest Control Company, Inc. did include an ESB subcontractor, Jobe Technologies (pipe insulation) for this project. Of the (3) ESB low voltage subcontractors contacted by Northwest Control Company, Inc., only 1 responded and declined a bid but did discuss future opportunity.

FISCAL IMPACT: This project is budgeted in FY 2015-16 in the amount of \$275,000.00. There is enough budget appropriation authority in the MERC Fund to approve the entire contract amount in FY 2014-15. . The \$269,270.00 bid amount and other associated costs (i.e. permitting) is expected to exceed the budget amount. Portland’s forecasts budget savings from its FY 2015 Capital Program which will be carried over to FY 2016 to fund an ample contingency for this project. Additionally, the project cost is expected to be offset by both the estimated energy and operational labor savings, and by a rebate from the Energy Trust of Oregon (ETO).

RECOMMENDATION: Staff recommends that the Metropolitan Exposition-Recreation Commission, by Resolution No. 15-07, approve the contract award and written contract (attached hereto) with Northwest Control Company, Inc., for the amount of two hundred sixty-nine thousand, two hundred seventy & 00/100 dollars (\$269,270.00) for the HVAC Controls Upgrade at the Arlene Schnitzer Concert Hall.

Construction Agreement

MERC CONTRACT NO. 305019

THIS CONSTRUCTION AGREEMENT is between Metropolitan Exposition Recreation Commission, an appointed commission of Metro, located at 600 N.E. Grand Avenue, Portland, OR 97232-2736, referred to herein as "MERC" or "Metro," and Northwest Control Company, Inc., referred to herein as "Contractor," located at 8750 SE McLoughlin Blvd, Portland, OR 97269.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

SCOPE OF WORK AND CONTRACT TERMS

CONTRACTOR shall perform the work and/or deliver to MERC the goods described in the Scope of Work attached hereto and incorporated herein as Attachment A. All services and goods shall be of good quality and otherwise in accordance with the Scope of Work. CONTRACTOR shall perform the work and/or deliver to MERC the goods described in the Scope of Work strictly in accord with the terms of this Construction Agreement and the General Conditions attached hereto and incorporated herein as Attachment B.

ARTICLE II

TERM OF CONTRACT

The term of this Contract shall be for the period commencing May 13, 2015 through and including December 2, 2015. Substantial completion per Section 9.4 of the General Conditions is August 21, 2015.

ARTICLE III

CONTRACT SUM AND TERMS OF PAYMENT

MERC shall pay the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work, in the maximum amount of TWO HUNDRED SIXTY-NINE THOUSAND, TWO HUNDRED SEVENTY AND NO/100THS DOLLARS (\$269,270.00) (the "Maximum Price"). MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work. 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 Metro by June 30. Payment shall be made by MERC on a Net 30 day basis upon approval of CONTRACTOR invoice.

ARTICLE IV

BONDS

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

ARTICLE V

PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that CONTRACTOR and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

Construction Agreement

MERC CONTRACT NO. 305019

For public work subject to ORS 279C.800 to 279C.870, the CONTRACTOR shall pay prevailing wages. If such public work is subject both to ORS 279C.800 to 279C.870 and to 40 U.S.C. 276a, the CONTRACTOR and every subcontractor on such public work shall pay at least the higher prevailing wage. The CONTRACTOR and each subcontractor shall pay workers not less than the specified minimum hourly rate of wage in accordance with Section 7 of 2005 Oregon Laws Chapter 360. MERC shall pay an administrative fee as provided in ORS 279C.825(1) to the Bureau of Labor and Industries pursuant to the administrative rules established by the Commissioner of Labor and Industries. CONTRACTORS must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the CONTRACTOR or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. CONTRACTOR must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract. No liens or claims are permitted to be filed against MERC on account of any labor or material furnished. CONTRACTORS are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

For public improvement work all CONTRACTORS must demonstrate that an employee drug-testing program is in place.

ARTICLE VI COUNTERPARTS

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

ARTICLE VII 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 Rollins
Northwest Control Company, Inc
PO Box 22919
Milwaukie, OR 97269
503-656-7609 fax

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

With Copy to: Randi Selleck
600 NE Grand Ave
Portland, OR 97232
503.-797-1795 fax

CONTRACTOR

METROPOLITAN EXPOSITION RECREATION
COMMISSION

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

Construction Agreement

MERC CONTRACT NO. 305019

ATTACHMENT A TO CONSTRUCTION AGREEMENT – SCOPE OF WORK

1. Purpose and Goal of Work

MERC is contracting for upgrades to the HVAC Controls at the Portland's Centers for the Arts Arlene Schnitzer Concert Hall. The Arlene Schnitzer Concert Hall is located at 1037 SW Broadway, Portland, OR 97205.

2. Scope of Work

Description of Work

Work is to include all labor, materials, tools, equipment, and services necessary, for upgrades to the HVAC Controls at the Portland's Centers for the Arts Arlene Schnitzer Concert Hall. The scope of work is to be as detailed below and as per the contract attachments as referenced below.

Proposed work includes:

Contractor shall replace the existing digital control system in this facility. The existing system is a mix of digital, electric and pneumatic controls. All existing devices and parts not used (tubing, control valves, compressors, sensors, etc.) shall be removed. Contractor shall provide a complete control system for those HVAC as noted on the drawings. Contractor shall provide a completely open Niagara framework control system to operate these systems.

Control System Manufacturer is Honeywell Niagara AX WEBS, BACnet version.

Contractor is responsible for cleanliness of work areas and shall pick up and dispose of debris created during construction. Contractor is responsible for cover up and protection of existing equipment/building materials. Contractor is to maintain a worksite free of hazardous work conditions and construction debris. Contractor shall not interfere with scheduled events or prohibit any tenants or clients from accessing other spaces in the building. Loud noise can be an issue in the facility; therefore any work that may be louder than a hand drill or similar will need to be coordinated with Portland's, so as to not disturb events/clients. Dust control is the responsibility of the Contractor. Although work is expected to be in areas without impact on events, work will need to be done around building schedule. Schedule will need to be coordinated with Portland's project manager. Contractor shall work with the Portland's provided schedule. This project may require Contractor to work "off hours" in order to complete the project in a timely manner as agreed upon with the Portland's.

Material submittals are required before materials are ordered and must be approved by Portland's Project Manager and MFIA.

Deliverables/Outcomes

- Contractor is to provide one (1) set of Red Line drawings, and two (2) hard copies and one (1) electronic copy Operation and Maintenance manuals upon project completion.
- Contractor shall provide, or set per Portland's specification, a superuser account for all stations built and all internal credentials for full administration of system, including Platform Authentication Credential(s) for system hardware.
- **Work under this Contract shall commence on May 13, 2015 and "substantial completion" shall occur by August 21, 2015. Commissioning of the system shall begin on August 24, 2015 and shall be completed by October 2, 2015. If Contractor fails to achieve substantial completion by August 21, 2015 or fails to complete commissioning of the system by October 2, 2015, then MERC may assess liquidated damages equal to \$500 per day for each day Contractor is late on delivery.**

The Scope of Work includes the Plan Set, Specifications, any Addenda attached hereto, and any Change Orders entered into in accord with the terms of the Contract.

ATTACHMENT C: Planset, Titled "Portland's Centers for the Arts – Arlene Schnitzer Concert Hall" and dated February 27, 2015;

Construction Agreement

MERC CONTRACT NO. 305019

ATTACHMENT D: Specifications, titled "Portland's Center for the Arts HVAC Control Upgrades", and dated March, 2015;

RFB Addendum 1 and any modifications of any of the foregoing in the form of Addenda or Change Orders entered into in accordance with the terms of the Contract. Where applicable, reference to this Contract herein shall be deemed to refer to all of the Contract Documents.

Contractor shall provide all labor, tools, equipment, machinery, supervision, transportation, permits, and every other item and service necessary to perform the Work described in the Contract Documents. Contractor shall fully comply with each and every term, condition and provision of the Contract Documents.

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 15-08

For the purpose of approving a Third Amendment to the Automated Ticketing Services Agreement.

WHEREAS, the Metropolitan Exposition Recreation Commission (MERC) entered into an Automated Ticketing Services Agreement for Ticketing At The Portland Center For the Performing Arts Facilities ("Agreement") on January 4th, 2012, and;

WHEREAS, the initial term of the Agreement expires on June 30th, 2015 and MERC wants to extend the term of the Agreement for an additional two year term and provide flexibility for additional term extensions, and;

WHEREAS, one of the parties to the Agreement, Patron Solutions L.P., d/b/a New Era Tickets, has dissolved and TicketsWest.com has assumed all obligations of this entity and the Portland Center for the Performing Arts has changed its name to Portland's Centers for the Arts, and;

WHEREAS, MERC and TicketsWest.com wish to enter into the Third Amendment To Automated Ticketing Services attached hereto as Exhibit A to reflect the changes and the extension of the term; and

WHEREAS, Portland's Centers for the Arts has benefited from the Agreement and believes that it is in the best interest of MERC to extend the Agreement.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition Recreation Commission:

1. Approves the Third Amendment To Ticketing Services Agreement in a form substantially similar to Exhibit A attached hereto, and;
2. Delegates authority to the General Manager of Visitor Venues to execute this Third Amendment and execute future extensions in accordance with the terms of the Agreement.

Passed by the Commission on May 6, 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: For the Purpose of approving the Terms of the Third Amendment to the Automated Ticketing Services Agreement for Ticketing at Portland Center for the Arts Facilities and authorizing the General Manager for Visitor Venues to execute the amendment.

Resolution No.: 15-08

Presented By: Robyn Williams

Date: May 6th, 2015

Background and Analysis:

MERC and Ticket Agent entered into the Automated Ticketing Service Agreement for Ticketing at Portland Center for the Performing Arts facilities on January 12th, 2012 where MERC authorized Ticket Agent to act as MERC’s exclusive agent for the sales of remote tickets. The agreement was amended in April, 2012 adjusting the “go live” date and amended again in March, 2013 to exclude local non profits from being required to use the system.

The ticketing system has been performing very well for Portland’s clients and we have received accolades from major tenants like Broadway Across America for the successful on-sales we have handled for major shows. (Anne Francis, west coast Vice President for Broadway Across America said the Portland on-sale for Book of Mormon was the most successful of her accounts.)

The system has been a financial and operational success:

Fiscal Year	Ticket commission	Ticket Agency	# of shows
2008-2009	\$ 415,824.75	TM	158
2009-2010	\$ 349,346.32	TM	163
2010-2011	\$ 296,610.90	TM	146
2011-2012	\$ 497,996.00	TM	136
2012-2013	\$ 433,848.58	TM/TW	139
2013-2014	\$ 571,039.23	TW	127

Notes:

- 2008-2009 Wicked in town, 4 weeks, great sales
- 2009-2010 OSO pays flat fee, not per ticket fee; selling their specials only
- 2010-2011 OSO sales at box office window only
- 2011-2012 No OSO sales on our system, non-profits allowed to sell on their own system for a \$3 fee.
- 2012-2013 Resident companies allowed to sell on their own systems; no fees to P5

Resident companies are no longer a source of ticket revenue; new ticket contract allowed us to make up for this loss revenue and maintain or exceed ticket revenues.

In looking at comparable shows and similar numbers of tickets sold between Ticketmaster (TM) sales in 11/12 and TicketsWest (TW) sales in 13/14 we saw online sales increased by 2.6% and phone sales increased by 3%. The high quality of service and higher satisfaction with problem resolution provided by a local phone room downtown has prompted more people to buy tickets by phone than ever before particularly with seniors who may have trouble navigating an internet sale. Live client service representatives answer the phones versus an automated system that TM used.

Using the same statistics above with approximately 83,000 tickets sold, the TM commission paid to MERC was \$141,254. The TW commission paid to MERC was \$315,453. Instead of TM setting the service charge fee and paying MERC a small fee, MERC pays TW a flat fee and we set the service charges. This allows us to control the fee schedule and set higher fees on high grossing commercial shows and lower fees on family or small unproven shows that need lower barriers to purchases.

MERC also has increased control over the ticket operations:

- Faster editing and changing of event information
- Can add ticket types and discount offers
- Flexible fee rates set by P5 staff
- Dynamic pricing tool quickly changes prices as needed
- Have ability to build an event from scratch on the fly if needed
- We have a database system that retains client history and activity so repeat clients can get sales up and on sale faster
- Better automated reporting and maps of seats being held or are sold
- Scanning process is integrated and less labor intensive for ticket staff

It is in the best interest of Portland'5 and its clients to continue with this system.

- Excellent profitability.
- Brand identity is maintained; do not have to use the name of a ticketing company
- Can sell sponsorships on the ticketing page-could not do this with Ticketmaster
- "Donate here" button has generated \$3382 in past 4 months
- Excellent IT/client/customer service support just blocks away; dedicated client rep
- CEO of company is involved and quick to respond to needs
- Good product development; currently working with Broadway Across America in New York on items they would like to see
- No other company offers a local phone room
- Ticket staff has become proficient with the system; a change would become extremely disruptive to the P5 box office staff and the non-profit clients that have chosen to use this system.

Portland'5 desires to extend the term of the amended agreement that is scheduled to expire June 30th, 2015 for a period of two (2) years under the same conditions as the current amended contract and have the option at the end of that renewal term to extend for additional renewal terms.

Fiscal Impact:

Portland'5 establishes the service charge fee based on a sliding scale of ticket prices and event type. As ticket prices increase, service charges will increase accordingly. Sponsorship and donor opportunities are available and are anticipated to grow in FY16.

Recommendation: Staff recommends that the Metropolitan Exposition Recreation Commission approve the terms of the Third Amendment to the Automated Ticketing Services Agreement for Ticketing at Portland Center for the Performing Arts Facilities and authorize the General Manager for Visitor Venues to execute the amendment.

THIRD AMENDMENT TO AUTOMATED TICKETING SERVICES AGREEMENT

This Third Amendment to the Automated Ticketing Services Agreement For Ticketing at Portland Center For the Performing Arts Facilities (“Third Amendment”) is entered into on this ___ day of _____, 2015, by and between the Metropolitan Exposition Recreation Commission (“MERC” or “Commission”), an appointed commission of Metro that oversees the Portland’s Centers for the Arts and TicketsWest.com, Inc. (hereinafter referred to as “Ticket Agent”) (collectively referred to as “the Parties”).

RECITALS

- A. MERC and Ticket Agent entered into the Automated Ticketing Services Agreement For Ticketing at Portland Center for the Performing Arts Facilities (“Agreement”) on January 4, 2012, entered into the First Amendment To Automated Ticketing Services Agreement on April 24th, 2012 (“First Amendment”) and a Second Amendment To Automated Ticketing Services Agreement on March 3rd, 2013 (“Second Amendment”).
- B. Patron Solutions, L.P.d/b/a New Era Tickets has dissolved and no longer exists as an entity and TicketsWest.com, Inc. will assume all obligations and responsibilities under the Agreement, the First Amendment, the Second Amendment and this Third Amendment.
- C. MERC and Ticket Agent want to extend the term of the Agreement for two years and allow for additional extensions in the future.

AGREEMENT

In consideration of the mutual promises and covenants set forth herein, the Parties hereby agree as follows:

1. **Parties to the Agreement:** TicketsWest.com on behalf of itself and as successor to Patron Solutions, L.P. d/b/a New Era Tickets hereby agrees to assume all obligations and responsibilities under the Agreement, the First Amendment, the Second Amendment and the Third Amendment. MERC agrees that TicketsWest.com will become the “Ticket Agent” as that term is defined under the Agreement and the Amendments to the Agreement. This provision of the Agreement is also amended to change the name of Portland Center for the Performing Arts to Portland’s Centers for the Arts.
2. **Term of the Agreement:** The parties hereby agree that the Term of the Agreement shall be extended for an additional two year term as provided for in Section 3 of the Agreement based upon the same conditions as set forth in the Agreement and the First and Second Amendments. Section 3, after the first sentence, shall be replaced with the following language: “MERC shall have the option at the end of the initial term of this Agreement to extend this Agreement for an additional two year term (the “renewal term”) based upon the same conditions as set out in this Agreement. MERC shall have the option at the end of the renewal term to extend for additional renewal terms based on the same conditions applicable to the initial and renewal term. MERC shall have the right to renegotiate the terms and conditions of any additional renewal term to accommodate changes in the operations, circumstances or industry practice, provided

that any changes resulting from such renegotiations are acceptable to both parties. One Hundred (180) days written notice to the Ticket Agent by MERC prior to the expiration date of the renewal term of the Agreement shall be sufficient to exercise an additional renewal option. MERC may condition such notice upon renegotiation as provided herein. The initial term, the renewal term and any additional renewal terms shall be referred to collectively as the "Term." Except as expressly set forth in Section 2, all Attractions that go on sale during the Term of this Agreement will be governed by this Agreement.

3. **Conflicting Terms:**

In the event of a conflict arises between this Third Amendment, the Second Amendment, and the First Amendment and the terms and conditions of the Agreement, the terms and conditions of this Third Amendment shall control. Except as specifically set forth herein to the contrary, all of the terms and conditions of the Agreement are in full force and effect, shall continue in full force and effect throughout the term and are hereby ratified and confirmed by the parties.

In Witness Whereof, the parties have executed this Third Amendment as of the date set forth below.

TICKETSWEST.COM, INC.

**METROPOLITAN EXPOSITION
RECREATION COMMISSION**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 15-09

For the purpose of selecting Bear Communications, Inc., for the Oregon Convention Center – “Digital Two-Way Radios” and authorizing the Deputy Chief Operating Officer of Metro to execute a contract with Bear Communications, Inc.

WHEREAS, the Oregon Convention Center currently has analog radio channels used to communicate throughout the one million sq. foot site. The FCC recently mandated narrow-banding, which has decreased performance of the existing radio system. The decreased performance is sufficient to determine that the existing analog radio system has reached the end of its useful life, rendering it in need of replacement; and

WHEREAS, Section 7(B) of the Metropolitan Exposition Recreation Commission's (“MERC”) Contracting and Purchasing Rules, requires competitive sealed bids under ORS Chapter 279C for public improvements such as this project; and

WHEREAS, MERC staff has evaluated the bids and Bear Communications, Inc., is the lowest responsive and responsible bidder with a bid amount of one hundred ninety-four thousand, one hundred ten & 67/100 (\$194,110.67)

BE IT THEREFORE RESOLVED that the Metropolitan Exposition Recreation Commission:

1. Selects Bear Communications, Inc., as the lowest responsive and responsible bidder in response to the Request for Bids for the Oregon Convention Center – Digital Two-Way Radios.
2. Approves the contract with Bear Communications, Inc., in the form substantially similar to the attached Exhibit A.
3. Authorizes the Deputy Chief Operating Officer of Metro to execute the contract on behalf of MERC.

Passed by the Commission on May 6, 2015.

Chair

Secretary/Treasurer

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

By: _____
Nathan A. S. Sykes
Deputy Metro Attorney

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of selecting Bear Communications, Inc., the lowest responsible bidder, for the Oregon Convention Center, "Digital Two-way Radios" and authorizing the Deputy Chief Operating Officer of Metro to execute the contract with Bear Communications, Inc.

Resolution No: 15-09

Presented by: Scott Cruickshank

Date: May 6, 2015

Background and Analysis: Two-way radio communication is critical to the success of the Oregon Convention Center operations. Client needs and staffs' daily tasks rely on inter-departmental communications. The OCC currently has six analog radio channels used to communicate throughout the one million sq. foot site. A recent FCC mandate for narrow-banding has increased problems with radio coverage throughout the facility. Staff have taken several steps in attempts to alleviate the issues, but this returned poor results. The narrow-banding's decrease in coverage performance can potentially affect service and safety. Digital two-way radios provide better coverage, more features, improved voice clarity, and longer battery life compared to analog radios.

The scope of this contract will provide the OCC with a new digital two-way radio system, including replacement of all analog radios and old repeaters. The scope will install new cabling from repeaters to network closets in order to provide digital trunking of radio traffic over existing fiber and switches.

The OCC issued the RFB in accordance with MERC's purchasing and contracting rules, and in compliance with Metro Policy and all state (ORS) requirements. The OCC published the RFB in the Daily Journal of Commerce, the El Hispanic Online and the State of Oregon ORPIN website. On April 21, 2015, two bids were received and ranged from \$203,160.67 to \$257,970.90. Staff recommends that Bear Communications, Inc., be considered as the lowest responsive and responsible bidder with the base bid as submitted in the amount of \$203,160.67.

Neither bidder is a certified MWESB or in the FOTA district. Neither bid included subcontractors.

MERC requested pricing for trade-in value of its existing equipment. Bear Communications, Inc., included a trade-in value deduction of \$9,050.00. The OCC has accepted this value and deducted the sum from the base bid amount. This deduction has resulted in the referenced contract amount of \$194,110.67.

Fiscal Impact: This project is budgeted in FY 2014-15 in the amount of \$255,000.00. It is expected that the \$194,110.67 contract amount and other associated costs will remain below the total budgeted amount.

Recommendation: Staff recommends that the Metropolitan Exposition and Recreation Commission, by Resolution No. 15-09, approve the contract award and written contract (attached hereto) with Bear Communications, Inc., for the amount of one hundred ninety-four thousand, one hundred ten & 67/100 (\$194,110.67) for the Oregon Convention Center – Digital Two-Way Radios.

Goods and Supply Contract

MERC Contract No. XXXXXX

For Goods and Supply Contracts over \$50,000

This Contract is entered into between Metro Exposition Recreation Commission (MERC), an appointed commission of Metro, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and **Bear Communications Inc.** whose address is **7535 NE Ambassador Pl, Suite A, Portland, OR 97220**, hereinafter referred to as the "Contractor".

TERM OF CONTRACT

The term of this Contract shall be for the period commencing **May 11, 2015**, through and including **July 31, 2018**, unless terminated or extended as provided in this Contract.

CONTRACT SUM AND TERMS OF PAYMENT

MERC shall compensate the Contractor for goods supplied as described in Attachment A. MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in Attachment A in an amount not to exceed **One Hundred, Ninety-Four Thousand, One Hundred, Ten and 67/100ths Dollars (\$194,110.67)**. Payment shall be on a unit price only for those goods received in an acceptable condition to MERC. 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 items purchased. Contractor's billing invoices shall be sent to metroaccountspayable@oregonmetro.gov. The MERC contract number and contractor name shall be referenced in the email subject line. MERC requests that contractors submit billing invoices for services within 10 business days of performance. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.

ATTACHMENT A - Unit Pricing of Goods

Attachment A shall describe the goods purchased under this agreement. Contractor understands and expressly agrees that not all items in Attachment A will be needed. MERC shall have complete discretion to select only those goods needed at the time.

ATTACHMENT B - Delivery and Service Requirements

Delivery shall be to MERC at the designated point f.o.b. as set forth in Attachment B or at MERC docks if no designated point is expressly listed in Attachment B, which is incorporated by this reference as if set forth in full. MERC shall have the right to reject any and all goods or services upon inspection. All other service requirements, including time and place of delivery shall be in accordance with Attachment B.

Intergovernmental Cooperative Agreement— Pursuant to ORS 279A and the Metro public contract code, MERC 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 MERC under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and MERC 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 _____.**

ALL TERMS ON THE REVERSE SIDE OF THIS DOCUMENT AND OTHER PROCUREMENT DOCUMENTS ARE HEREBY INCORPORATED AS A PART OF THIS AGREEMENT.

CONTRACTOR

METRO EXPOSITION RECREATION COMMISSION

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

Goods and Supply Contract

MERC Contract No. XXXXXX

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I: ATTACHMENT A

CONTRACTOR shall deliver to MERC the goods described attached hereto as Attachment A (Unit Pricing of Goods). All goods shall be of excellent quality.

ARTICLE II: ATTACHMENT B

Title to materials purchased hereunder shall pass to MERC f.o.b. at the designated point in Attachment B (Delivery and Service Requirements), or if not provided for, at the designated MERC docks.

ARTICLE III: LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for its performance and assumes full responsibility for all liability for bodily injury or physical damage to persons or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its elected officials, officers, employees and agents, from any and all claims, demands, damages, actions, losses and expenses arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and MERC. CONTRACTOR is responsible for the acts and omissions of its' agents, employees, subcontractors and/or representatives and for all claims.

ARTICLE IV: TERMINATION

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

ARTICLE V: INSURANCE

CONTRACTOR shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents: 1) 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; 2) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence; 3) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and 4) If required by the Scope of Work, 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, 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. CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

ARTICLE VI: PUBLIC CONTRACTS

All applicable provisions of ORS Chapters 187 and 279A & B, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279B.220 to 279B.235.

ARTICLE VII: MODIFICATIONS

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 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.

ARTICLE VIII: QUALITY OF GOODS

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of excellent quality. All workers and subcontractors shall be skilled in their trades. CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by MERC, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of MERC.

In addition to any express warranties provided by the CONTRACTOR, all implied warranties covered by ORS Chapter 72 shall apply to any goods provided under this contract, and are hereby expressly not disclaimed.

Goods and Supply Contract

MERC Contract No. XXXXXX

ARTICLE IX: SAFETY

If services of any nature are to be performed in connection with the providing goods pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits. All applicable MSD sheets shall accompany the goods.

ARTICLE X: RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due 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.

ARTICLE XI: COMPLIANCE

CONTRACTOR shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XII: INTEGRATION OF CONTRACT DOCUMENTS

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

ARTICLE XIII: 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.

ARTICLE XV: ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from the Contract without prior written consent from MERC, consent shall not be unreasonably withheld.

ARTICLE XV: OWNERSHIP OF DOCUMENTS AND MAINTENANCE OF RECORDS

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

- 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.

Goods and Supply Contract

MERC Contract No. XXXXXX

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.

G. Failure of the Contractor or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification 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 27B9.110 and Metro Code Section 2.04.052.

ARTICLE XVII: 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.

ARTICLE XVII: COUNTERPARTS

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

ARTICLE XVIII: 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: Bear Communications Inc.
7535 NE Ambassador PI, Suite A
Portland, OR 97220
503-232-5601 fax

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

With Copy to: Bill Stratton
777 NE Martin Luther King JR Blvd
Portland, OR 97232
503.731.7806 fax

Goods and Supply Contract

MERC Contract No. XXXXXX

ATTACHMENT A Unit Pricing of Goods

Attachment A described the goods purchased under this agreement. It is expressly understood that not all items in Schedule A will be needed. MERC shall have complete discretion to select only those goods and amounts needed at the time.

Item No.	Number of Units	Description of Item	Unit (figures)	Price	Total Amount (figures)
A: Equipment					
1	6	Motorola UHF 1-100 watt repeater with linked capacity plus trunked ready – Part #MTR3000		\$7,260.00	\$43,560.00
2	1	Motorola GW3-TRBO network management software package – Part #L3619/PC hardware not included (OCC will provide PC)		\$9,136.85	\$9,136.85
3	170	Motorola UHF handheld radio with display with Impres 2150MAH-LI-ION battery – Part #XPR3500		\$522.28	\$88,787.60
4	30	Motorola UHF slim line handheld radio – Part #SL7550		\$666.17	\$19,985.10
5	50	Motorola remote speaker microphone – Part #PMMN4071		\$62.31	\$3,115.50
6	50	Motorola Impres smart battery – Part #PMNN4409		\$56.95	\$2,847.50
7	50	Motorola belt clip – Part #PMLN4651		\$9.53	\$476.50
8	4	Motorola Smart Impres six unit non display battery charger – Part #WPLN4212		\$343.79	\$1,375.16
9	4	Motorola Smart Impres six unit desktop charger with capacity readout display – Part #WPLN4219		\$434.64	\$1,738.56
10	2	Combiner Package		\$13,220.70	\$26,441.40

Goods and Supply Contract

MERC Contract No. XXXXXX

11	2	Antenna Solution	\$738.25	\$1,476.50
12	2	Rack Mount Enclosures	Included	Included
B: Labor				
	Number of hours	Type of labor	\$ / hour	Total labor \$ required for all items listed under A: Equipment
13	40	Installation	\$100.00	\$4,000.00
14	0	Programming Labor	\$0	\$0
15	4	Testing Labor	\$55.00	\$220.00

Alternate Bid Pricing					
Item No.	Number of Units	Description of Item	Unit (figures)	Price	Total Amount (figures)
Equipment					
1	1	Motorola UHF Digital Repeater with linked capacity plus option – Part # XPR8400	\$4,990.00		\$4,990.00
2	1	Motorola UHF handheld radio with display with linked capacity plus capability – Part # XPR7550	\$651.20		\$651.20

Goods and Supply Contract

MERC Contract No. XXXXXX

Escalation Clause, if applicable: Contractor may request an increase in price after the third year of the contract. The increase must be based on indices or market factors and must be approved by the Contract Manager. Any increase of prices and rates shall be at the impetus of the Contractor and shall be made at least 60 (sixty) days prior to the end of the contract year.

Unit pricing: Unit pricing may increase with the express written approval of MERC.

Trade-In value				
Item No.	Number of Units	Description of Item	Unit Price (figures)	Total Amount (figures)
16	49	Motorola HT 1250	\$52.92	\$2,593.08
17	16	Motorola HT 750	\$52.93	\$846.88
18	52	CP 200	\$52.93	\$2,752.36
19	54	PR400	\$52.92	\$2,857.68

Goods and Supply Contract

MERC Contract No. XXXXXX

ATTACHMENT B Delivery and Service Requirements

Delivery Dates: June 12, 2015

Delivery Time: 5:00 PM Pacific Standard Time

Delivery Location: Oregon Convention Center

Requirements include:

Six channel linked capacity plus trunking solution to be located in 2 predetermined locations within the Oregon Convention Center (OCC). OCC technical staff will provide the network conductivity, rack mount UPS, 120 VAC to each location. Contractor will provide a single transmit/receive antenna solution, combiner package for 3 frequencies, repeaters, and rack enclosures to house the equipment. Bid must include additional costs if any to modify or replace existing FCC licenses to meet linked capacity plus operation.

It is the intent of the OCC to receive a trade-in value for all existing analog Motorola radios. Any manufacturer incentives or trade-ins available at the time of purchase must be disclosed in bid. Bid will include installation, programming, and testing of all radios and repeaters. 100% proven signal coverage will be required prior to acceptance. Other than standard factory warranty contractor must submit any recommended additional recurring costs for hardware and software support.

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

		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 Jefferson Dancers 7:30pm	Jefferson Dancers 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 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					Taiwanese Assn. Impressive Taiwan 7:30pm				
AHH		Stumptown Stages Soul Harmony 2:00pm BT Ptld Piano Int'l Reception 5:45pm Rotunda Lobby	Raskia Sara Raman Book Release 2:00pm Rotunda Lobby				Portland'5 First Thursday Reception 5:00pm 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 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 Books/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				MPAA The Little Mermaid 7:30pm BT	MPAA The Little Mermaid 2:00pm and 7:30pm BT			
OCC	EXPO	Move Productions		CleanMed	CleanMed	CleanMed Rock n' Roll Fitness Fair	Rock n' Roll Fitness Fair	Rock n' Roll Fitness Fair BabyFest!	Rock n' Roll Fitness Fair Rose City Gun Show		
ASCH		OSO Classical #16 Beethoven Piano Concerto 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	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		MPAA The Little Mermaid 2:00pm BT						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		

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			1	2	3	Private Event Meeting 6:00pm	4	5	6
KA									
NMK			OHSU Brain Institute Mariale Hardiman 7:00pm	Portland'5 Volunteer Recognition Night 7:30pm		Moxie Contemporary Ballet MOXIE and Friends 7:30pm	Richard Dawkins Fndation Peter Boghossian 7:30pm	Metro. Yth Symphony Metro. Yth Symphony #3 7:30pm	
WIN							Portland'5 Presents The Bicycle Men 7:30pm	Portland'5 Presents The Bicycle Men 7:30pm	
AHH				Portland'5 Volunteer Recognition Night Dinner 6:00pm Rotunda Lobby	MERC Commission Meeting 12:30pm BT P'5 Noontime Showcase 12:00pm Rotunda Lobby		Richard Dawkins Fndation Peter Boghossian Reception 5:00pm BT		
OCC	EXPO			UNFI Tabletop Show	UNFI Tabletop Show	UNFI Tabletop Show	OHSU Commencement	Grand Floral Parade	
ASCH		7	True West Sufjan Stevens 8:00pm	8	9	10	11	12	Ptld Gay Men's Chorus Abba Queen 7:00pm
KA				POA The Rake's Progress 7:00pm Open Rehearsal		POA The Rake's Progress 7:30pm	POA The Rake's Progress 7:30pm		
NMK		MAC Club Dance Recitals 4:00pm			Billings Dance Center Billings Dance Center 5:00pm Open Rehearsal	Billings Dance Center Billings Dance Center 4:30pm Open Rehearsal	Billings Dance Center Billings Dance Center 5:00pm Open Rehearsal	Billings Dance Center Billings Dance Center 1:00pm and 7:00pm	
WIN		Portland'5 Presents The Bicycle Men 7:30pm							
AHH									
OCC	EXPO								
ASCH		14	15	16	17	18	19	20	
KA		POA The Rake's Progress 2:00pm							
NMK				Westside Dance Academy Dance Recitals 4:00pm Open Rehearsal	Westside Dance Academy Dance Recitals 6:30pm Performance	Westside Dance Academy Dance Recitals 6:30pm Performance	Westside Dance Academy Dance Recitals 6:30pm Performance	Westside Dance Academy Dance Recitals 2:00pm	
WIN			Jane - A Theatre Company Ptld Musical Theatre Awards 7:00pm						
AHH			Jane - A Theatre Company Ptld Musical Theatre Awards Reception 8:30pm Rotunda Lobby						
OCC	EXPO	ACM Conference	ACM Conference	ACM Conference	ACM Conference	ACM Conference	ACM Conference Christian Home Education Gun & Knife Show	Christian Home Education Gun & Knife Show	
ASCH		21	22	23	WAC Katherine Hayhoe 7:00pm	24	25	26	27
KA									WestBeth Entertainment Eddie Izzard 8:00pm
NMK				Innovation Arts Potted Potter 7:30pm	Innovation Arts Potted Potter 7:30pm	Innovation Arts Potted Potter 7:30pm	Innovation Arts Potted Potter 7:30pm	Innovation Arts Potted Potter 2:00pm and 7:30pm	
WIN									
AHH									
OCC	EXPO	Gun & Knife Show			Unitarian General Assembly	Unitarian General Assembly	Unitarian General Assembly	Unitarian General Assembly	
ASCH		28	29	Live Nation Rob Thomas 7:30pm	30				
KA		WestBeth Entertainment Eddie Izzard 8:00pm							
NMK		Innovation Arts Potted Potter 2:00pm and 7:30pm	Drammy Committee Drammy Awards 7:00pm						
WIN									
AHH									
OCC	EXPO	Unitarian General Assembly							

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

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News

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Beaumont Middle School Students Bring Vanport Flood To Life Through Interactive Displays

by Alan Sylvestre (/contributor/alan-sylvestre/) OPB | April 2, 2015 11:40 a.m. | Updated: April 3, 2015 8:27 a.m.



Students at Beaumont Middle School gathered in the gymnasium Thursday night to show off their research on The Vanport Floods of 1948.

The Vanport Flood of 1948

(<http://www.opb.org/news/series/ourtown/our-town-vanport/>) destroyed the Vanport housing community just outside Portland. The area, at the time, was an up-and-coming urban housing project that became the second largest city in Oregon until its demise.

As many survivors of the Vanport Flood are aging and dying, the question of whether or not their history has been properly documented has risen. Students at Beaumont Middle School, under the supervision

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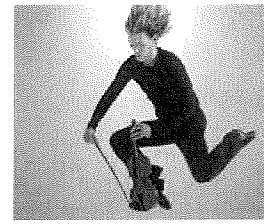


Allan deLay (/television/video/allan-delay/)

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of eighth grade teacher Kirsten Parrott, set out to interview survivors of the Vanport Flood, and present their research and interviews to the community.

“We really wanted to find a way to get the students out of the textbooks, so they can forget about what grade they’re getting on an assignment,” Parrott said. “Through the help of Concordia University, we’ve been able to interview the survivors of the Vanport Flood, and take those interviews and put them into an interactive displays.



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The Vanport, Oregon flooding of 1948.

National Weather Service

View a full slideshow of images from the Vanport Flood here.

(<https://www.flickr.com/photos/thinkoutloud/sets/72157633790686953/show/with/8881296029/>)

They conducted research projects that investigated the causes of the flooding, and the social implications that it has caused in today’s Portland. The presentation featured posters depicting the racially integrated, rich culture of Vanport, interactive technological history stations, and chats with former residents located by Concordia education professor Shawn Daley and Matthew Blanchard.

According to parent volunteer Devani Scheidler, to research the topic, students visited the former site and interviewed former residents to understand what life was like in Vanport in the 1940’s. Scheidler said she was impressed with the students dedication to the culmination and accuracy of their research.

“As a year-long volunteer in Ms. Parrott’s classroom, I am impressed by the passion everyone brought to this project,” Scheidler said. “Maybe because Beaumont is an economically, racially, and culturally diverse school, the children have developed deep understanding of the issues of social neglect of marginal groups and of a community’s ability to pull together.”

Parrott said the work from this project will remain in her classroom, and has plans on trying to secure more grant money to fund similar programs in the future.

The resurgence of interest in the once thriving community has also been prompted by a recent article in The Smithsonian Magazine (<http://www.smithsonianmag.com/history/vanport-oregon-how-countrys-largest-housing-project-vanished-day-180954040/>), telling the story of the town, and by The Oregon Historical Society’s current exhibit on Vanport called A Community On The Move. (<http://ohs.org/exhibits/current/a-community-on-the-move.cfm>)

In 2007, OPB’s Oregon Art Beat spoke with Allan deLay (<http://www.opb.org/television/programs/artbeat/segment/allan-delay-910/>), a former photographer for The Oregonian who was on-scene during the flood. He discussed his experience documenting the flood, and where his life has gone now because of it.

Comments

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Another Sea Lion Dies At Bonneville Dam (/news/article/another-sea-lion-dies-at-bonneville-