

BEFORE THE METRO COUNCIL

**FOR THE PURPOSE OF AUTHORIZING)
AN EXEMPTION TO COMPETITIVE BIDDING)
PROCEDURES PURSUANT TO METRO) Resolution No. 96-2365
CODE 2.04.041[c] AND AUTHORIZING A)
SOLE SOURCE CONTRACT WITH THE)
OREGON CONVENTION AND VISITOR) Introduced By:
SERVICES NETWORK (OCVSN), FOR) Ed Washington, Councilor
ETHNIC MINORITY MARKETING SERVICES)
AT THE OREGON CONVENTION CENTER)
FOR THE METROPOLITAN EXPOSITION)
RECREATION COMMISSION.)**

WHEREAS, in the past, the Metropolitan Exposition Recreation Commission found the advertising and promotion efforts inadequate to effectively market the Oregon Convention Center to minority/ethnic groups; and

WHEREAS, the Metropolitan Exposition Recreation Commission appointed a Minority/Ethnic Marketing Task Force as well as authorized a request to solicit proposals for minority/ethnic marketing services for the Oregon Convention Center; and

WHEREAS, the Minority/Ethnic Marketing Task Force reviewed and interviewed the firms submitting proposals and formulated a recommendation to the MERC Commission based on the only qualified response - The Oregon Convention and Visitor Services Network, Inc and MERC Resolution No. 93-20 was passed selecting OCVSN as the approved Minority Marketing Contractor for the Oregon Convention Center; and

WHEREAS, the Oregon Convention & Visitor Services Network, Inc., has been and continues to be the only qualified provider for minority ethnic marketing programs and has made tremendous ethnic/minority marketing impact for the Oregon Convention Center and the region and there are no other qualified firms who can provide the necessary specialized marketing services required for the Center.

WHEREAS, the OCVSN's current minority marketing contract with MERC will expire June 30, 1996.

WHEREAS, the Oregon Convention & Visitor Services Network, Inc. contract for minority ethnic marketing services for the Oregon Convention Center was entered into through a competitive process consistent with ORS 279.005 and ORS 279.007.

WHEREAS, the approval of this exemption will not encourage favoritism or have the affect of substantially diminishing competition for public contracts, and this exemption will result in cost savings to the public as well as the potential for increased economic regional impact; now, therefore,

BE IT RESOLVED, THAT

The Metro Council hereby exempts the attached contract (Exhibit "A" hereto) with the Oregon Convention & Visitor Services Network from the Metro Code 2.04.060[c] because the Council finds that the Oregon Convention & Visitor Services Network to be the sole provider of the required services.

ADOPTED by Metro Council on this 11th day of July, 1996.



Jon Kvistad
Presiding Officer

Approved as to Form:



Daniel B. Cooper, General Counsel

**Attachment A
Resolution No. 96-2365**

Marketing Services Agreement

THIS AGREEMENT dated this ____ day of July, 1996, is between the METROPOLITAN EXPOSITION-RECREATION COMMISSION (hereinafter referred to as "COMMISSION") and the OREGON CONVENTION AND VISITOR SERVICES NETWORK (hereinafter referred to as "CONTRACTOR") for the period of July 1, 1996 to June 30, 1999.

Definitions

1. "**Contractor**" shall mean the Oregon Convention and Visitor Services Network, Inc. and staff.
2. "**Commission/MERC**" shall mean the Metropolitan Exposition-Recreation Commission which is the appointed authority that operates the Oregon Convention Center, for its Designee(s).
3. "**Metro**" shall mean the governmental agency which owns the Oregon Convention Center.
4. "**OCC**" shall mean the Oregon Convention Center and appropriate staff including the Director and Marketing Department.
5. "**POVA**" shall mean the Portland Oregon Visitors Association who is contracted by the Oregon Convention Center as its "Prime Contractor" for international and national sales and marketing of the Oregon Convention Center.
6. "**Scope of Work**" shall mean the actual functions and duties that the Contractor shall perform in fulfilling the intent of this Marketing Agreement.
7. "**Work Plan Goals**" shall mean goals to be achieved in conjunction with fulfilling the Scope of Work objectives. These are expectations of this Agreement to which MERC expects to be completed on time and as outlined.
8. "**The Book**" shall mean the actual and physical placement of events to-date on the OCC calendar as well as the management of scheduling and booking of the facility's space.
9. "**Facility**" shall mean the Oregon Convention Center proper.

10. **"Metro Regional Facilities Committee"** shall mean the committee of the Metro Council appointed to address issues of the Metropolitan Exposition-Recreation Commission.
11. **"City of Portland"** shall mean the government agency which contracts with Portland Oregon Visitors Association to attract convention and tourism business to the region.

WITNESSETH:

CONTRACTOR AGREES:

1. For the period July 1, 1996 to June 30, 1999, to perform the services and deliver to the COMMISSION the materials described in the Scope of Work and Work Plan Goals attached hereto; for subsequent fiscal years the Scope of Work and Work Plan Goals shall be modified as provided for herein;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work and established Work Plan Goals.
3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, as if such provisions were a part of this Agreement.
4. To maintain records relating to the Scope of Work and Work Plan Goals on a generally recognized accounting basis and to make said records available to the COMMISSION at mutually convenient times;
5. To present to the COMMISSION quarterly and year-end financial statements and progress reports on CONTRACTOR's budget, sales activities and work plan goals as described in this Agreement. An independent audit will be presented to the COMMISSION upon its completion each year for activities conducted during each fiscal year. If COMMISSION requests a certified audit of contract's activities, such expense will be borne by the COMMISSION.
6. To defend, indemnify and hold the COMMISSION, Metro and their officers, agents and employees harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement; and
7. To comply with any "Contract Provisions" attached hereto as so labeled.

8. That all materials created during the term of this Agreement will be the property of the COMMISSION. All such material may be shared with the hospitality industry as deemed necessary by Commission staff, and any information used by COMMISSION to attract or service conventions is for the benefit of increasing the minority ethnic convention business for the Portland Metropolitan region. No copyrighted material shall be produced with funds allocated by this Agreement without the express written permission of Commission or its designee. Any materials produced for the benefit of Portland which are produced under this Agreement, which are totally funded by outside resources other than from COMMISSION, shall become copyrighted by contributing parties.

THE COMMISSION AGREES:

1. For the period July 1, 1996 to June 30, 1997, to pay CONTRACTOR for services performed and materials delivered in the maximum sum of Two Hundred Twenty Five Thousand and No/100ths Dollars (\$225,000.00) and in the manner and at the time designated in the Agreement as follows: July 1, 1997 to June 30, 1998 - \$250,000.00 and for July 1, 1998 to July 1, 1999 - \$250,000.00.

2. To exclusively maintain the bookings schedule, "The Book" for the Oregon Convention Center events for the efficient management and operation of the OCC facility and to assure that the policies established by the COMMISSION are adhered to and maintained, while allowing CONTRACTOR authority to review marketing and service potential and booked clients in concert with OCC marketing efforts.

BOTH PARTIES AGREE:

1. The term of this Agreement shall be for the period commencing July 1, 1996 through June 30, 1999.

2. That the COMMISSION may terminate this Agreement, without cause, upon giving CONTRACTOR ninety (90) days written notice without waiving any claims or remedies it may have against CONTRACTOR.

3. In the event that the COMMISSION terminates the Agreement, CONTRACTOR shall be paid for all services performed prior to the date of such termination. This includes, but is not limited to, advertising, labor, contracted services and any other obligations associated with execution of terms of this Agreement at the time as the Agreement is terminated. COMMISSION shall also negotiate in good faith to settle any other contractual obligations which the CONTRACTOR has entered into for the benefit of this Agreement and such remedies of settlement shall be made within ninety (90) days of any termination.

4. That, in the event of litigation concerning the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court. In the event that a party employs in-house Counsel, or, if Commission uses the services of Counsel provided by Metro, such a party, if prevailing, shall be entitled to the full reasonable market value of its attorney's services.

5. That the services of contractor are unique, and that therefore CONTRACTOR may not, under any condition, assign or transfer this Agreement or any without the express written permission of COMMISSION. Subject to the foregoing, this Agreement shall be binding on each party, its successors, assigns and legal representatives.

6. That the COMMISSION may, at its discretion, assign or transfer this Agreement to POVA with all provisions of funding to remain intact. All reference to management of the contract would transfer or be assigned to POVA. Such assignment or transfer requires a ninety (90) day written notice to CONTRACTOR. If such assignment or transfer is made to POVA, such shall include all financial obligations and contracts already executed prior to said transfer or assignment and POVA or other assignee shall honor such obligations as it relates to the Minority Marketing project.

7. That this Agreement may be amended only by the written agreement of both parties.

8. That this is the entire Agreement between the parties, and supersedes any and all prior oral or written agreements, discussions or representations.

9. That, in the event of a dispute or disagreement concerning COMMISSION, policies, practices, or marketing needs, the decision of the COMMISSION shall be final and binding on the parties.

TERMS OF THE AGREEMENT:

The term of this Agreement shall be for three (3) years, commencing July 1, 1996 through June 30, 1999, with two (2) three-year options available at the sole discretion of the COMMISSION.

**OREGON CONVENTION AND VISITOR
SERVICES NETWORK**

**THE METROPOLITAN EXPOSITION
RECREATION COMMISSION**

By: _____
President/CEO

By: _____
General Manger

Date: _____

Date: _____

APPROVED AS TO FORM
Daniel B. Cooper, General Counsel

By: _____
Mark B. Williams, Sr. Assistant Counsel

CONTRACT PROVISIONS

1. Determination of Scope of Work and Work Plan Goals for Fiscal Year 1996-97. Any subsequent years as may be extended through the provisions of this Agreement.

A. By November 1 of each year, CONTRACTOR shall provide COMMISSION's General Manager, or his designee, with preliminary estimates of the budget, Scope of Work and Work Plan Goals for the subsequent fiscal year.

B. Thereafter, CONTRACTOR and COMMISSION Shall negotiate in good faith to develop a Scope of Work, Work Plan Goals and budget with a goal of approving a final Scope of Work, Work Plan Goals and budget for each successive contract year to accommodate the November 1 deadline.

C. The Scope of Work for Fiscal Year 1996-97 shall be as adopted by the COMMISSION in its annual budget process subject to formal approval and adoption of the COMMISSION's budget process subject to formal approval and adoption of the COMMISSION's budget and as agreed to by CONTRACTOR. Failure of the COMMISSION to adopt a budget or approve a Scope of Work and Work Plan Goals agreed to by CONTRACTOR for a subsequent fiscal year shall cause this Agreement to terminate at the end of the current fiscal year.

2. First Opportunity Program

To the maximum extent possible, CONTRACTOR shall provide a first opportunity hiring program for all positions funded pursuant to this contract. The program shall be consistent with the COMMISSION's adopted first opportunity hiring program and shall offer employment opportunities to the target area as defined by the COMMISSION. CONTRACTOR's program shall be approved by COMMISSION's General Manager, or his designee.

COMPENSATION:

1. The COMMISSION shall pay CONTRACTOR up to the maximum of \$225,000 for CONTRACTOR's actual and reasonable cost in performing this Agreement, for the July 1, 1996-June 30, 1999 period, according to the following provisions.

2. CONTRACTOR's budget for the performance of services under this Agreement is \$225,000. The budget breakdown for major project elements is as follows:

| | | |
|---|------------------|------------------|
| STAFFING (includes fringe benefits) | | |
| Project Director/Manager | \$ 60,000 | |
| Mktg. and Admin. Assistant | \$ 26,400 | |
| Clerical and Research Contractor | <u>\$ 14,400</u> | |
| | | \$100,800 |
| ADMINISTRATIVE EXPENSES | | |
| Communications | | |
| (phones, fax, pagers, cellular, etc.) | \$ 6,500 | |
| Facilities \$1,100 per month | \$ 13,200 | |
| Office Expenses | \$ 7,500 | |
| Postage (UPS, FEDEX, Postage, Permits. Box Rent, Bulk Rate, Business Reply Permit Fees, Etc.) | | |
| Printing, Supplies, Start Up Costs | | |
| Legal | \$ 3,000 | |
| Accounting | \$ 1,000 | |
| Insurance and Licenses | \$ 2,500 | |
| Misc. | <u>\$ 500</u> | |
| | | \$ 34,200 |
| PROMOTIONAL EXPENSES | | |
| Subscriptions and Dues | \$ 1,500 | |
| Associations and Memberships | \$ 3,500 | |
| Hospitality Expenses | \$ 10,000 | |
| Professional Services | \$ 25,000 | |
| Travel Expenses | \$ 15,000 | |
| Advertising & Promotion Expenses | <u>\$ 35,000</u> | |
| | | \$ 90,000 |
| | Total | \$225,000 |

3. Payment will be on a quarterly basis as an advance on anticipated expenditures over the coming three months. CONTRACTOR shall submit invoicing as follows:

On the 15th of each month beginning a calendar quarter, the CONTRACTOR shall submit and invoice accompanied by financial statements and a short report summarizing progress. The invoice shall:

- a. Summarize and document actual and reasonable costs incurred by major element identified under this Agreement as of the most recent accounting period.
- b. Summarize all past payments made to CONTRACTOR under this Agreement.
- c. Calculate the difference between past payments and actual expenses under this Agreement.
- d. Estimate the costs to be incurred under this Agreement during the succeeding quarter, broken down by major project elements. (The invoice in advance of the first quarter's activities will contain this information only.)
- e. Calculate a total due from the COMMISSION as the difference of (c) and (d) as described above.

4. CONTRACTOR shall maintain records which comply with generally accepted accounting practices to support all estimated billings and subsequent spending. CONTRACTOR shall maintain records documenting actual time spent on marketing the Oregon Convention Center and the Portland metropolitan region.

5. Expenditures shall be documented as appropriate, such as by itemized invoices from advertising agencies, printers and market research firms. All expenditures made by CONTRACTOR pursuant to this Agreement shall be reasonable under the circumstances.

6. Billings for staff services shall display the hours charged by CONTRACTOR at an hourly rate, including benefits, not to exceed:

| | |
|----------------------------------|------------------|
| Project Director/Manager | \$70.00 per hour |
| Sales and Admin. Assistant | \$50.00 per hour |
| Clerical and Research Contractor | \$20.00 per hour |

7. CONTRACTOR will invoice the COMMISSION only for expenditures related to minority/ethnic marketing of the Oregon Convention Center and other facilities benefiting the region as agreed to in the Scope of Work and Work Plan Goals.
8. CONTRACTOR may include, in costs billed for staff services, reasonable and necessary overhead. CONTRACTOR's overhead allocation plan is show in Budget.
9. At the conclusion of the contract period, actual overhead shall be calculated based on actual expenses, and the COMMISSION shall pay or be rebated the difference between estimated overhead allocated to this Agreement and actual overhead allocated to this Agreement, providing that in no event shall the maximum sum due from the COMMISSION pursuant to this Agreement be extended.
10. The COMMISSION shall pay all approved invoices within 30 days of receipt.

REVIEWS

CONTRACTOR will report as outlined in Paragraph 5, under "Contractor Agrees" of Marketing Services Agreement, to the COMMISSION, with respect to progress on the tasks outlined above including quarterly reports, budget reports, and First Opportunity participation. CONTRACTOR will meet with the COMMISSION staff as requested in order to review draft materials and plans and to review all advertising, collateral and direct mail materials prior to their public release.

COORDINATION AND COMMUNICATION

The CONTRACTOR will closely coordinate activities under this Agreement with the COMMISSION staff, particularly the Convention Center Marketing Staff and OCC Director. Coordination will be achieved by such means as:

- o Regular sales meetings
- o Coordination with sales staff to follow up leads
- o Coordination of marketing plan
- o Marketing meetings at key points in development of advertising and collateral materials
- o Coordination of sales efforts at national conventions and trade shows
- o Other communication as needed
- o Coordination of computerization, both at the Convention Center and CONTRACTOR's office, as well as the sharing of information as a result of the computer linkage

- Coordination of familiarization trip
- Coordination and review of printed marketing/sales materials to be distributed promoting Portland and OCC as a destination
- Servicing needs and materials

It is also necessary that the CONTRACTOR work very closely with POVA to create a unified seamless approach to marketing of the Portland product to the CONTRACTOR'S targeted groups. The job is to promote Portland to all groups who fit the profile without giving competing or confusing messages or information to perspective customers.

WORK PLAN GOALS

For Marketing Agreement Period:

- By the dates outlined in the Scope of Work, submit accomplished projects to COMMISSION staff.
- Establish by August of each year, travel schedule, budget and justification for attendance to each event or show. It is herein acknowledged and understood that such travel schedule may be changed due to last minute appointments or matters of urgency.
- Submit quarterly, all expenses with backup and itemized justification for each expenditure.
- By August 1996, have a very detailed advertising and market placement schedule as it relates to the minority/ethnic business with justifications, market potential and necessary budget. All future years' schedules shall be submitted by June 1.
- By August 1996, have a list of at least 20 potential clients who could be identified as legitimate business for OCC and the Portland area.
- By September 1996, outline for Commission approval, a detailed approach as to how the cooperative effort of coordinating referrals, leads, information and sales efforts with POVA and OCVSN will be completed.
- Meet with OCC staff quarterly, starting in July, to discuss project progress and goals in addition to meetings outlined in this Agreement.
- Make two presentations to MERC Commission on accomplishments and progress of projects. Make two presentations to POVA Board on progress of Agreement. Dates to be determined mutually by COMMISSION, POVA and CONTRACTOR.

SCOPE OF WORK

This scope of services outlines tasks, the proposed and budget requirements for a very effective national and regional minority/ethnic marketing program for attracting minority and ethnic convention business to the Portland area and, more specific, the Oregon Convention Center, by the CONTRACTOR. The period for this Agreement is July 1, 1996 - June 30, 1999 and all work for this project will be conducted by the CONTRACTOR under the direction of the CONTRACTOR's President/CEO/Project Director.

SERVICES / PRODUCTS PROVIDED:

- 1. "Continue to encourage and develop strong relationships with the ethnic/minority business and the broader community by creating a resource base."**

CONTRACTOR currently enjoys an excellent relationship with the ethnic minority business and within the hospitality community. To broaden relationships and encourage community advice, support and help, CONTRACTOR will help establish an Minority/Ethnic Convention Advisory Committee. Eleven members will be selected by the City of Portland, POVA, OCC and the CONTRACTOR comprised of individuals representing the broader community business and minority residents including, but not limited to African American, Hispanic, Asian Americans and other minority or ethnic groups. The purpose of this Advisory Committee is to objectively evaluate program content, success of work plan effort as well as increase involvement, membership participation of local, regional and state-wide ethnic and minority organizations, churches, fraternal groups and other activities to continue generating exposure and positive awareness that the minority businesses have or the Oregon Convention Center and the surrounding community. Membership appointments to the Minority Convention and Tourism Advisory Committee will be shared as follows:

POVA - 3 appointments

OCVSN- 3 appointments

OCVSN/POVA/OCC/City of Portland - 5 appointments

Meetings will be on a quarterly basis and attendance is necessary by all members so prescribed duties can be performed. Each member will be selected for a one year term.

2. "Upgrade and maintain the ethnic/minority resource directory."

A very effective directory has been developed to provide a valuable resource of minority businesses and organizations that may be of particular interest to ethnic and minority visitors and meeting planners. CONTRACTOR will update and maintain/expand this directory throughout this Agreement.

3. "Maintain, update and manage a data base of potential ethnic, multi-cultural and minority convention and meeting planners throughout the country to promote Portland."

Data base creation will provide key information about the organizations, conventions, meeting planners, throughout the country who have the potential of meeting in Portland. Information should provide the following: contact, name, address, phone number, group size and meeting needs and any other pertinent sales criteria. The establishment of this profile will also include convention size, room night needs and pick up history, special needs, previous location, selection criteria, time group meets, etc.

4. "Create, develop, budget advertising and promotional materials which will market Portland, attract conventions and influence ethnic/minority convention planners."

CONTRACTOR is to select publications and advertising medias for placement, develop ad and marketing campaign within the prescribed and approved budget. Placement of advertising needs to coincide with budget preparation along with the justification of such ad placement for potential customer reach. Any other corresponding materials, brochures, videos and the like should also be developed by CONTRACTOR provided this development is approved by COMMISSION and within the budget and scope of the Agreement.

5. "Work in conjunction and cooperation with POVA in CONTRACTOR's sales and marketing efforts."

CONTRACTOR's primary effort is in the marketing and promotion of Portland as a convention destination for ethnic and minority groups. CONTRACTOR will work towards attracting all minority markets which fit the Portland infrastructure support with no restrictions as to size of group. It is also important that the CONTRACTOR utilize the expertise of POVA Sales and Service staff to secure the groups as the CONTRACTOR feels is needed. Such current expertise is already here and will supplement the marketing effort while minimizing the expense to sell and service potential clients. CONTRACTOR shall receive joint booking credit for other meetings, conventions, conferences or events which CONTRACTOR was instrumental in security for POVA, OCC or other local entity.

6. "Develop and produce the necessary collateral materials, including bid packets that would specifically influence and enhance ethnic minority groups."

CONTRACTOR to design, develop basic bid packages or enhance current bid packages with that will enunciate specialized materials, services and business opportunities for minority meeting planners. These could include brochures, business cards, direct response cards, custom presentation folders, labels, etc.

7. CONTRACTOR shall include recognition of POVA in selected advertising promotion/marketing and POVA shall closely coordinate any and all minority convention marketing advertising or community involvement efforts with CONTRACTOR. All approved funding for this Agreement, when approved by COMMISSION, shall remain free of any financial interference from any other marketing agencies.

8. CONTRACTOR shall participate, encourage, develop and promote diversity training and servicing as the budget shall allow. It is in the COMMISSION's interest to review their training items annually and shall work with the CONTRACTOR on establishing a training program if funds are allocated for such an effort.

Staff Report

CONSIDERATION OF RESOLUTION NO. 96-2365 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO METRO CODE CHAPTER 2.04.041[c], COMPETITIVE BIDDING PROCEDURES, AND AUTHORIZE A SOLE SOURCE CONTRACT WITH THE OREGON CONVENTION AND VISITOR SERVICES NETWORK, INC., FOR ETHNIC MINORITY MARKETING SERVICES FOR THE OREGON CONVENTION CENTER.

Date: July 11, 1996

Presented By: Jeffrey A. Blosser

Factual Background and Information: Three years ago, Metro/MERC decided that the ethnic minority marketing effort was not being adequately provided by POVA. Funds were budgeted and a RFP process was embarked on which resulted in the contracting of the Oregon Convention and Visitor Services Network, Inc.. This firm has provided very specialized minority marketing and sales to compliment the current national sales and marketing effort. This contract has established a presence for Portland in the lucrative minority/ethnic market and results are starting to come our way with the definite booking of six conventions for 1996-97 and several leads for 1997 and beyond.

Staff has been very pleased with the efforts of the contractor and believe that no other firm can provide the necessary specialized marketing sales relationship building and training necessary to keep this program on track. The Contractor has worked closely with POVA to blend and merge the efforts so that Portland is fully represented in the market.

On June 12, 1996, the Metropolitan Exposition Recreation Commission adopted MERC Resolution No. 96-37, directing staff to seek, from the Metro Council, an exemption from competitive bidding procedures pursuant to Metro Code Section 2.04.060[c] and authorize a sole source contract, with OCVSN, for ethnic minority marketing services for the Oregon Convention Center.

| | | |
|------------------------------|---------------------|---------------------|
| <u>Fiscal Impact:</u> | 1996-97 - \$225,000 | |
| | 1997-98 - \$250,000 | 1998-99 - \$250,000 |

Proposed Action: Staff recommends adoption, by the Metro Council, of Resolution No. 96-2365 authorizing an exemption from competitive bidding procedures and authorizing a sole source contract with The Oregon Convention & Visitor Services Network, Inc. (OCVSN) , wherein OCVSN will provide ethnic minority marketing of the Oregon Convention Center for the Metropolitan Exposition Recreation Commission.

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION No. 96 - 37

Directing staff to seek an exemption from competitive bidding requirements from the Metro Council, acting as MERC's Public Contract Review Board, pursuant to Metro Code Section 2.04.060(a), as a sole source contract for ethnic minority marketing services with Oregon Convention & Visitor Services Network, Inc. (OCVSN), wherein OCVSN will provide ethnic minority marketing of the Oregon Convention Center for the Metropolitan Exposition Recreation Commission for the period of July 1, 1996 through June 30, 1999; and contingent upon that exemption, authorizing MERC General Manager to negotiate and execute such a Marketing Services Agreement with OCVSN.

The Metropolitan Exposition-Recreation Commission finds:

1. That, at the time, the advertising and promotion efforts were not adequate to effectively market to minority/ethnic groups, the Commission approved Resolution 93-10 on September 13, 1993, authorizing a request to solicit proposals for a minority/ethnic advertising and promotion contract for the Oregon Convention Center.

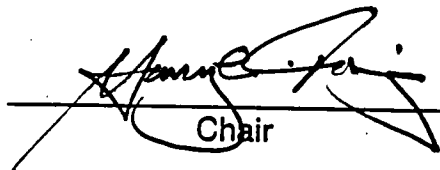
2. The Commission appointed a Minority/Ethnic Marketing Task Force to review, interview and select, for recommendation to the Commission, the most responsive proposer.

3. That the Commission approved Resolution 93-20 on November 1, 1993, approving a Minority Marketing Agreement with Oregon Convention and Visitor Services Network, Inc. .

4. That Oregon Convention and Visitor Services Network is considered the only qualified provider for ethnic/minority marketing for the Oregon Convention Center and has made tremendous ethnic/minority marketing impact for the Oregon Convention Center and the region. There are no other qualified firms who can provide the necessary specialized marketing services.

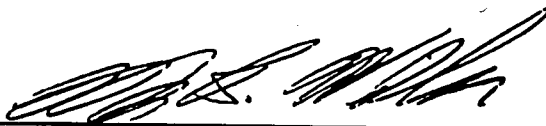
BE IT THEREFORE RESOLVED that the Metropolitan Exposition Recreation Commission directs staff to seek an exemption from the Metro Council, acting as MERC's Public Contract Review Board, pursuant to Metro Code Section 2.04.060(a), as a sole source contract for minority ethnic marketing services with Oregon Convention & Visitor Services Network, Inc. (OCVSN), wherein OCVSN will provide ethnic minority marketing of the Oregon Convention Center for the Metropolitan Exposition-Recreation Commission for the period of July 1, 1996 through June 30, 1999; and, contingent upon that exemption, authorizing MERC General Manager to negotiate and execute such a Marketing Services Agreement with OCVSN.

Passed by the Commission on June 12, 1996.


Chair


Secretary/Treasurer

APPROVED AS TO FORM:
Daniel B. Cooper, General Counsel


By: Mark B. Williams
Senior Assistant Counsel