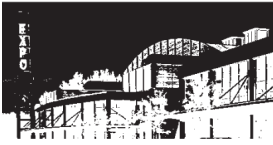

MERC Commission Meeting

July 6, 2016
12:30 pm

Oregon Convention Center
777 NE Martin Luther King Jr. Blvd.
Room A107-108



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, July 6, 2016
Time: 12:30 – 2:30 p.m.
Place: Oregon Convention Center, Rooms A107-A108

CALL TO ORDER

- | | | |
|--------------|---|--|
| 12:30 | 1. QUORUM CONFIRMED | |
| 12:35 | 2. OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS | |
| 12:40 | 3. OCC HOTEL UPDATE/DESIGN UPDATE | Tom Lander, Mortenson
Hillary Wilton |
| 1:10 | 4. COMMISSION/COUNCIL LIAISON COMMUNICATIONS
• MERC Liaison appointments | Elisa Dozono, Sam Chase
Elisa Dozono |
| 1:15 | 5. GM COMMUNICATIONS | Teri Dresler |
| 1:20 | 6. CONSENT AGENDA
• Record of MERC Actions, June 1, 2016, pages 4-7 | |
| 1:25 | 7. FINANCIAL REPORT, pages 10-22 | Ben Rowe |
| 1:30 | 8. VENUE BUSINESS REPORTS | Robyn Williams, Matthew P.
Rotchford, Scott Cruickshank |
| 1:40 | 9. CLASSIFICATION/COMPENSATION STUDY | Mary Rowe |
| 1:50 | 10. ACTION AGENDA | |
| 10.1 | Resolution 16-20: For the purpose of approving the National Sales, Marketing and Convention Services Agreement for the Oregon Convention Center with Travel Portland; pages 24-56. | Scott Cruickshank |
| 10.2 | Resolution 16-21: For the purpose of approving rental rates at the Oregon Convention Center (OCC) for Fiscal Years 2020-2021, 2021-2022 and 2022-2023; pages 57-69. | Scott Cruickshank |
| 10.3 | Resolution 16-22: For the purpose of ratifying the collective bargaining agreement with the Theatrical Stage Employees of the International Alliance of Theatrical Stage Employees, Moving Pictures Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (IATSE), Local 28; pages 70-113. | Mikki Nutt, Mary Rowe |
| 2:10 | 11. EXECUTIVE SESSION To conduct deliberations with person designated by the governing body to carry on labor negotiations under ORS 192.660(2)(e). | Mary Rowe, Travis Brown |

ADJOURN

MERC Commission Meeting

July 6, 2016
12:30 pm

6.0 Consent Agenda

Metropolitan Exposition Recreation Commission

Record of MERC Commission Actions

June 1, 2016

Expo Center, Rooms D202-D203

Present:	Elisa Dozono (Chair), Damien Hall, Deidra Krys-Rusoff, Ray Leary, Council Liaison Sam Chase
Absent:	Judie Hammerstad (Excused), Terry Goldman (Excused), Karis Stoudamire-Phillips (Excused)
	A regular meeting of the Metropolitan Exposition-Recreation Commission was called to order by Chair Elisa Dozono at 12:42 p.m.
1.0	QUORUM CONFIRMED A quorum of Commissioners was present.
2.0	OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS None
3.0	COMMISSION/COUNCIL LIAISON COMMUNICATIONS <ul style="list-style-type: none"> • Council Liaison Chase provided updates to the commission on recent Metro Council considerations and activities. • Commissioner Deidra Krys-Rusoff noted that Ray Leary’s leadership of the I Am Academy had been recognized in social media by his students.
4.0	GM of VISITOR VENUES COMMUNICATIONS Teri Dresler provided updates to the Commission including: <ul style="list-style-type: none"> • OCC Hotel design process is on schedule for design review in October. The Hyatt team will be in town on July 19 – the commission will be invited to an evening event on that day. • Metro Council’s Work Session On June 7 will include a discussion on the Equity Strategy Plan. Commissioners are invited to attend. • A joint MERC/Metro Council Unconscious Bias Training is being offered July 21 from noon-2 at Metro. Lunch will be provided. • Metro has created web-based email accounts for Commissioners. • Some FOTA task force recommendations are being blended with Equity Strategy project work. Here are a few of the items being implemented by Metro HR so far: <ul style="list-style-type: none"> ○ Metro’s Human Resources department will soon begin recruiting for a position to provide additional outreach, in the meantime their staff is attending job fairs to provide more interaction with candidates of color. ○ Conversations have begun with Self Enhancement Inc. and the Urban League regarding outreach, application support and training to help potential candidates be prepared for Metro positions. ○ The Metro Website now includes the updated FOTA boundaries and financial criteria. That information is being shared with job fair attendees as well. • The DEI team has partnered with Self Enhancement Inc. to offer a summer intern program with Metro. • The Pride Parade is on June 19th. Commissioners are invited to join Metro’s contingent.
5.0	CONSENT AGENDA Includes: <ul style="list-style-type: none"> • Record of MERC Actions, May 4, 2016 A motion was made by Commissioner Leary and seconded by Commissioner Krys-Rusoff to approve the Consent Agenda. VOTING: AYE: 4 (Dozono, Hall, Leary, Krys-Rusoff) NAY: 0 MOTION PASSED

<p>6.0</p>	<p>TRAVEL PORTLAND THIRD QUARTER REPORT Steve Faulstick of Travel Portland presented the report to the Commission.</p> <ul style="list-style-type: none"> • Commissioner Kryz-Rusoff inquired about the possibility of a future drop in hotel room demand and what the resulting effect on the industry might be. Faulstick responded that the demand for rooms continues to be strong although, with new hotel rooms coming on line, it may eventually level off resulting in the possibility of a leveling off of room rates. • Commissioner Leary asked if Faulstick could project what the percentage decrease in rates might be if the growth rate levels out. Faulstick noted that, minus a dip in the economy, for 2017 a reasonable expectation of average rate growth is about 3 to 4%. In 2018, however, he suggested that it might be flat adding that the industry in the rest of the country is already experiencing a slowdown in growth. • Kryz-Rusoff noted that she had communicated with a group that was interested in possibly bringing a convention to Portland in the next two to five years and wondered how soon they should begin planning for it. Faulstick responded that it would be important for them to make contact now.
<p>7.0</p>	<p>EQUITY STRATEGY: PRESENTATION OF FINAL DRAFT PLAN Patty Unfred and Juan Carlos Ocaña-Chíu of Metro’s Diversity, Equity and Inclusion (DEI) Program along with Equity Strategy Advisory Committee Chair, Carl Talton, and member, Philip Wu, presented the final draft of the Strategic Plan to Advance Racial Equity, Diversity and Inclusion.</p> <ul style="list-style-type: none"> • Commissioner Leary thanked the group for understanding that race is the cornerstone of equity issues and noted that he felt it was the reason the group arrived at a plan that will make a difference. He added that he hoped the next step was to make a commitment to approving new financial resources in order to ensure the plan’s success. • Commissioner Kryz-Rusoff offered her thanks for the depth of the report adding that it could be a blueprint for other organizations. • Commissioner Hall offered his thanks for the committee’s work and suggested that the commission’s letter of support should include mention of the need for financial support in order to make sure the plan achieves its goals. • Commissioner Dozono offered her gratitude for the plan stating that it could be the best piece of work done on diversity in this region however she agreed with the need for additional resources. She noted she was concerned about the reliance on digital tools for outreach and information and requested consideration as to whether they are the most effective means. • Councilor Chase thanked MERC for being a champion of the project. He also thanked Talton and Wu for their work. • Commissioner Leary offered his gratitude to Councilor Chase for his work on the project.
<p>8.0 8.1 8.2</p>	<p>ACTION AGENDA</p> <p>Resolution 16-14: For the purpose of supporting the goals, objectives and actions items outlined in Metro’s Strategic Plan to Advance Racial Equity, Diversity and Inclusion to create long-term institutional, structural and cultural change at the agency. Equity Strategy Advisory Committee members, Phil Wu and Carl Talton, along with DEI team member Juan Carlos Ocaña-Chíu presented the resolution to the Commission. A motion was made by Commissioner Leary and seconded by Commissioner Kryz-Rusoff to approve the Resolution as presented. VOTING: AYE: 4 (Dozono, Hall, Leary, Kryz-Rusoff) NAY: 0 MOTION PASSED</p> <p>Resolution 16-15: For the purpose of approving and transmitting to the Metro Council budget amendments to the Metropolitan Exposition Recreation Commission (MERC) Fund Adopted Budget for</p>

Fiscal Year (FY) 2015-16.

Ben Rowe presented the resolution to the Commission.

A motion was made by Commissioner Hall and seconded by Commissioner Krys-Rusoff to approve the Resolution as presented.

VOTING: AYE: 4 (Dozono, Hall, Leary, Krys-Rusoff)
NAY: 0
MOTION PASSED

8.3

Resolution 16-16: For the purpose of approving and transmitting to the Metro Council budget amendments to the Metropolitan Exposition Recreation Commission (MERC) Fund Adopted Budget for Fiscal Year (FY) 2016-17, and requesting amendment of the Capital Improvement Plan (CIP) FY 2016-17. Ben Rowe presented the resolution to the Commission.

Following Rowe's presentation of the resolution, he provided information about the projects that were the reason for the amendments.

- Commissioners asked for more details on the project delays that caused the need for the amendment and what their costs might be. Venue directors provided details and responded that, for the most part, the projects will be completed in FY16-17 and any delays should not have a negative impact on the 2017-2018 budget.
- Commissioner Hall requested more information on maximum carry-over amounts. Rowe responded that Oregon Local Budget Law states that 10 percent of the entire (MERC) fund is the maximum amount that can be added between the time the Council approves the budget and adopts it.

A motion was made by Commissioner Leary and seconded by Commissioner Krys-Rusoff to approve the Resolution as presented.

VOTING: AYE: 4 (Dozono, Hall, Leary, Krys-Rusoff)
NAY: 0
MOTION PASSED

8.4

Resolution 16-17: For the purpose of adopting changes to the MERC Personnel Policies.

Mary Rowe, director of Metro Human Resources, presented the resolution to the Commission.

A motion was made by Commissioner Krys-Rusoff and seconded by Commissioner Leary to approve the Resolution as presented.

VOTING: AYE: 4 (Dozono, Hall, Leary, Krys-Rusoff)
NAY: 0
MOTION PASSED

8.5

Resolution 16-18: For the purpose of selecting Amano McGann for the Oregon Convention Center – Parking Access and Revenue Control System and delegating authority to the General Manager of Visitor Venues to enter into a contract with Amano McGann.

Scott Cruickshank presented the resolution to the Commission.

- Commissioners had several concerns regarding the project including the anticipated completion date, overall cost, and the life expectancy of the product.
- Cruickshank called on Metro CPMO representative, Nancy Strening, who responded that it is anticipated that the project will be completed by Labor Day; Cruickshank explained that the cost had risen while the project was on OCC's Capital list for a few years and recently they had hired a consultant to help with the estimates. The life expectancy of the project is expected to be similar to that of the current product.

A motion was made by Commissioner Leary and seconded by Commissioner Hall to approve the

<p>8.6</p>	<p>Resolution as presented. VOTING: AYE: 4 (Dozono, Hall, Leary, Krys-Rusoff) NAY: 0 MOTION PASSED</p> <p>Resolution 16-19: For the Purpose of Electing Metropolitan Exposition Recreation Commission Officers for Fiscal Year 2016-17. Elisa Dozono presented the resolution to the Commission and offered the following slate for approval: Chair: Elisa Dozono Vice Chair: Karis Stoudamire-Phillips Secretary-Treasurer: Deidra Krys-Rusoff</p> <p>A motion was made by Commissioner Leary and seconded by Commissioner Hall to approve the Resolution as presented. VOTING: AYE: 4 (Dozono, Hall, Leary, Krys-Rusoff) NAY: 0 MOTION PASSED</p> <p><i>Council Liaison Sam Chase departed the meeting at 2 p.m.</i></p>
<p>9.0</p>	<p>FINANCIAL REPORT MERC Finance Manager, Ben Rowe, updated the Commission on MERC finances.</p> <ul style="list-style-type: none"> • Commissioner Krys-Rusoff expressed concern about the possible reduction in the TLT growth rate as well as the growth of TLT Pooled Capital. • Rowe responded that TLT forecasts were made using a 0% growth rate adding that even at that rate over the next 3 to 5 years, P'5 and OCC will receive their maximum allocation amounts. As to concern about the growth of TLT Pooled Capital, Rowe pointed out that for FY16-17, Expo's capital expenses will be funded from the Pooled Capital amount.
<p>10.0</p>	<p>VENUE BUSINESS REPORTS The Venue Directors updated the MERC Commission on recent venue business.</p>
	<p>As there was no further business to come before the Commission, the meeting was adjourned at 2:41p.m.</p>

MERC Commission Meeting

July 6, 2016
12:30 pm

7.0 Financial Report

MAY 2016

FINANCIAL INFORMATION

For Management Purposes only



OREGN

Oregon
Convention
Center



Date: July 6, 2016

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

From: Ben Rowe – MERC Finance Manager

Re: MERC Financial Information for the month of May, Fiscal Year 2015-16

MERC Venues Events & Attendance

May events and attendance are respectively 14% and 30% below May 2015. Year to date events and attendance are both trending 2% over the prior year. May events and attendance are 16% above and 15% respectively below the three-year historical monthly average.

	2015		2016		Change from Prior Year	
	Events	Attendance	Events	Attendance	Events	Attendance
Total MERC Venues						
1st Quarter	269	280,679	293	329,836	24, 9%	49,157, 18%
2nd Quarter	460	467,296	462	497,534	2, 0%	30,238, 6%
3rd Quarter	440	684,450	437	678,686	(3), (-1%)	(5,764), (-1%)
April	176	185,267	201	203,765	25, 14%	18,498, 10%
May	170	206,645	146	143,877	(24), (-14%)	(62,768), (-30%)
Year to date	1,515	1,824,337	1,539	1,853,698	24, 2%	29,361, 2%

MERC Venues Revenues & Expense

Year to date event revenues (rent and food and beverage) are 16.7% (\$6.6 million) above prior year, 31% above the three-year historical YTD average, and 23% above YTD budget projections. Total venue expenses are 12% above the prior year, 19% above the three-year historical YTD average, and 2% under YTD budget projections.

Food & Beverage

The total MERC venues food and beverage margin for May is 41%, 15% above the prior year due to both OCC and Portland’s stellar performance in the month of May. The YTD margin is 26%, 3% above the prior YTD, and 7% above the three-year historical YTD average.

Transient Lodging Tax

TLT is tracking 13% (\$1.5million) better than last year to date due to the healthy Portland area hotel industry. Both OCC and Portland’s have met their maximum TLT allocations of 7% and 2.26% respectively over last year’s actual receipts. Every TLT dollar we receive from this point forward will go into the TLT Pooled Capital account. If the current TLT revenue trend continues, the Pooled Capital Account is forecasted to receive approximately \$4 to \$7 million by the close of the fiscal year, bringing the total Pooled Capital Account balance up to \$10 to \$13 million.

Net Operations

Total MERC YTD net operations is \$7.5 million, \$1.4 million greater than the prior year, and \$3.6 million (2 times) greater than the three-year historical average.

Historical Actual Comparison FY 2013-2015 to FY 2016

	Fiscal Year:	2013	2014	2015	2016	2012-14	% Diff.	% Diff.
Revenues		YTD	YTD	YTD	YTD	Average	Average	2015
Food & Beverage		14,178,401	13,140,028	16,203,415	18,681,358	14,507,282	28.8%	15.3%
Charges for Services		19,524,178	19,431,210	23,543,980	27,711,209	20,833,123	33.0%	17.7%
Lodging Tax		8,644,056	9,783,409	10,830,714	11,526,677	9,752,726	18.2%	6.4%
Other		1,557,209	3,391,416	1,367,823	1,041,818	2,105,483	-50.5%	-23.8%
Total Revenue		43,903,844	45,746,064	51,945,933	58,961,062	47,198,613	24.9%	13.5%
Expenses								
Food & Beverage		11,501,977	11,507,274	12,552,797	13,883,349	11,854,016	17.1%	10.6%
Personnel Services		15,254,299	15,051,451	16,235,179	17,650,008	15,513,643	13.8%	8.7%
Materials & Services		9,528,079	12,387,796	12,164,996	14,791,395	11,360,290	30.2%	21.6%
Other		4,373,971	4,420,509	4,929,546	5,153,203	4,574,675	12.6%	4.5%
Total Expense		40,658,326	43,367,031	45,882,518	51,477,955	43,302,625	18.9%	12.2%
Net Operations		3,245,518	2,379,033	6,063,415	7,483,108	3,895,989	92.1%	23.4%
Food & Beverage Margin		18.9%	12.4%	22.5%	25.7%	18.3%	7.4%	3.2%

Oregon Convention Center

OCC's total May gross revenues dipped below average, however, this was due to a decreased allocation of TLT revenues compared to prior years. OCC achieved record breaking event related revenues in May and the highest grossing first 11 months of the year ever! FY 2015 was OCC's best year ever and FY 2016 YTD gross revenues are \$4.8 million (15%) above the prior year. OCC's gross revenue increase over the prior year to date is due in large part to its higher than average attendance and spending per visitor. OCC May events and attendance are respectively 19% and 48% below the prior year, and 34% and 52% below the three-year historical monthly average. Expenses are 12% above the prior year, 2% below the YTD budget projections, and 2% above the three-year historical May average. OCC's food and beverage margin is 26% YTD and its net operations are \$5.7 million (33%) above the prior year.

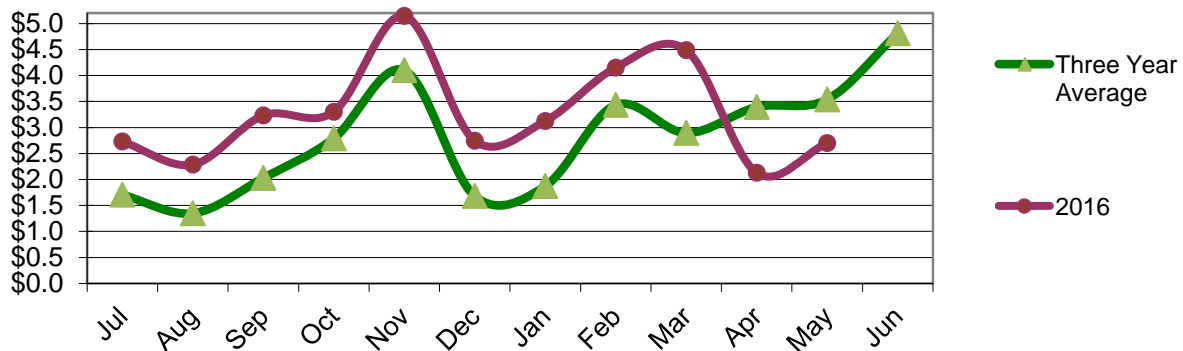
Highest Grossing Events

Event*	Gross Event Revenue	% of May Event Revenue
The United Methodist Church General Conference	\$1,439,302	50%
PyCon	678,018	23%
Community Transportation Expo	294,062	10%
Columbia Empire Volleyball Association	104,397	4%
All other Events	370,654	13%
Total	\$2,886,433	100%

*Note: revenue reported in this section reflects event receipts in month only and not total gross event revenue.

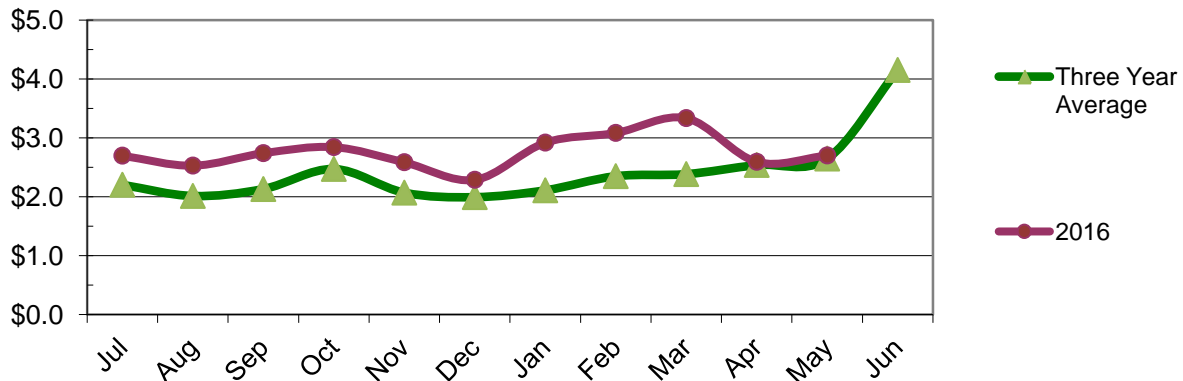
OCC Program Revenues by Month

Shown in Millions



OCC Program Expense by Month

Shown in Millions



Portland's Centers for the Arts

Portland's achieved the highest grossing first eleven months of the year ever, breaking records in six of the eleven months. Portland's hosted an excellent May, slightly less than the prior year (17,000, -1%) and 33% above the three-year historical May average. Year to date gross revenues are 36% above the three-year historical average and 15% above budget projections. In May, Portland's hosted 17 (15%) fewer performances and 22,000 (19%) fewer attendees compared to the prior year. May performances and attendance are respectively 16% less and 10% greater than the three-year historical monthly average. May expenses are 19% above the prior year, 31% above the three-year historical monthly average, and 8% above budget projections. Portland's YTD food and beverage margin is 28%, 1% below the prior year. Portland's net operations are \$279,025 (14%) below the prior year to date because it has not received its \$854,000 annual contribution from the City of Portland yet. Once Portland's receives this contribution, its net operations will be 29% above the prior year to date.

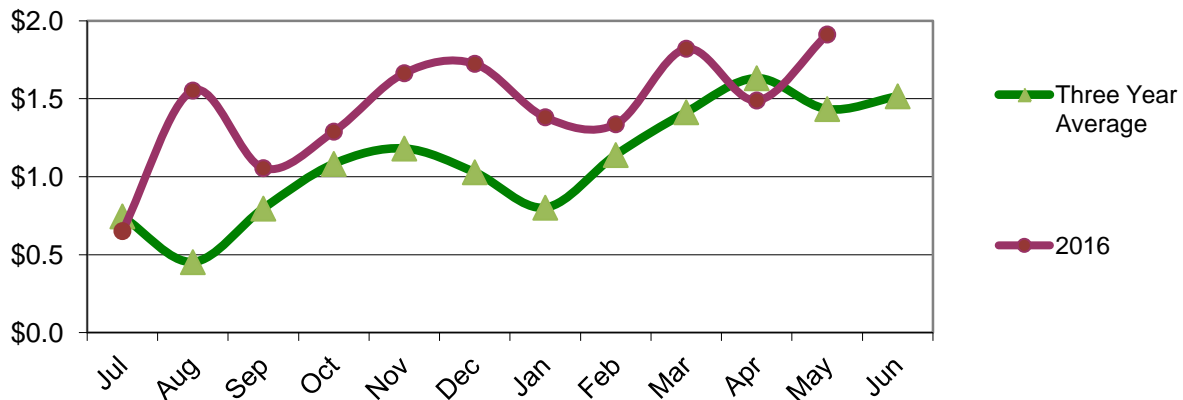
Highest Grossing Events

Event*	Gross Event Revenue	% of April Event Revenue
Annie	\$249,970	14%
The Magic Flute	131,250	8%
The Price is Right Live	99,794	6%
Paul Simon	71,202	4%
All other Events	1,175,188	68%
Total	\$1,727,405	100%

*Note: revenue reported in this section reflects direct event receipts in month only and not total gross revenue.

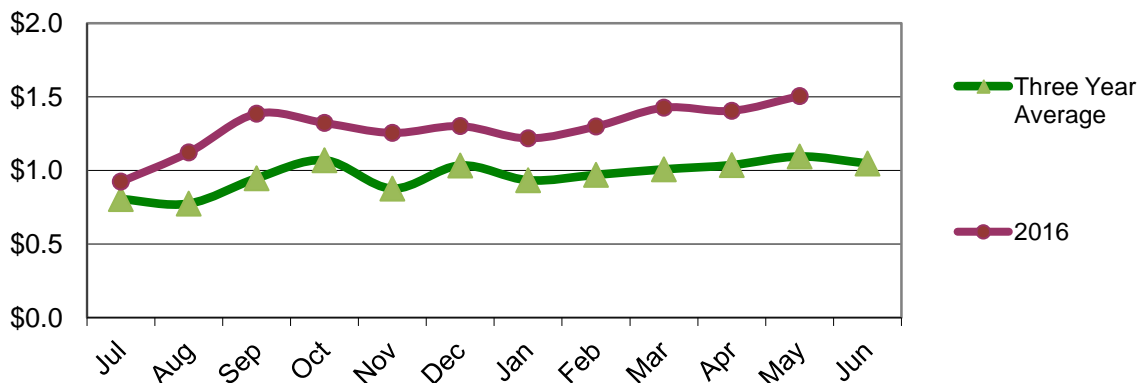
P5CA Program Revenue by Month

Shown in Millions



P5CA Program Expense by Month

Shown in Millions



Portland Expo Center

Expo staff have grown year to date gross revenues 5% over the prior year. Expo is on track to set a new annual revenue record including Cirque years. Expo's year to date event related revenue is tracking 1% above the prior year and equal to the three-year historical YTD average including Cirque years. Expo hosted 2 more events and 6,000 fewer attendees in May than the prior year. May events and attendance are respectively 21% above and 56% below the three-year historical monthly average. Expo's May expenses are less than 1% above the prior year, 25% above the three-year historical average, and 4% below budget expectations. Expo's food & beverage margin year to date is 19%, 6% over the prior year to date. Expo's YTD net operations are 66% (\$257,000) higher than the prior year.

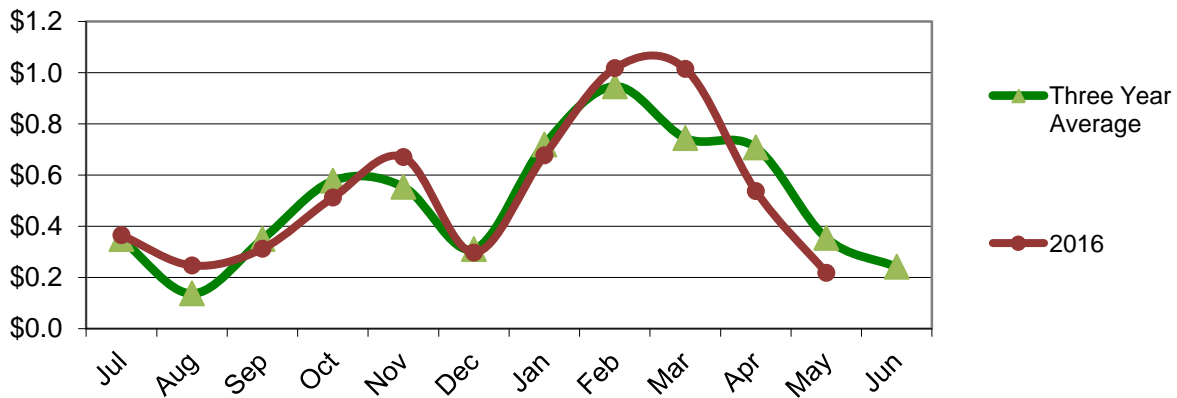
Highest Grossing Events

Event*	Gross Event Revenue	% of May Event Revenue
Northwest Fire & Rescue Expo	\$47,593	21%
Food Services of America	43,071	19%
CABA Classic	28,678	13%
Rose City Gun & Knife Show	26,019	12%
All other Events	77,415	35%
Total	\$222,776	100%

*Note: revenue reported in this section reflects direct event receipts in month only and not total gross revenue.

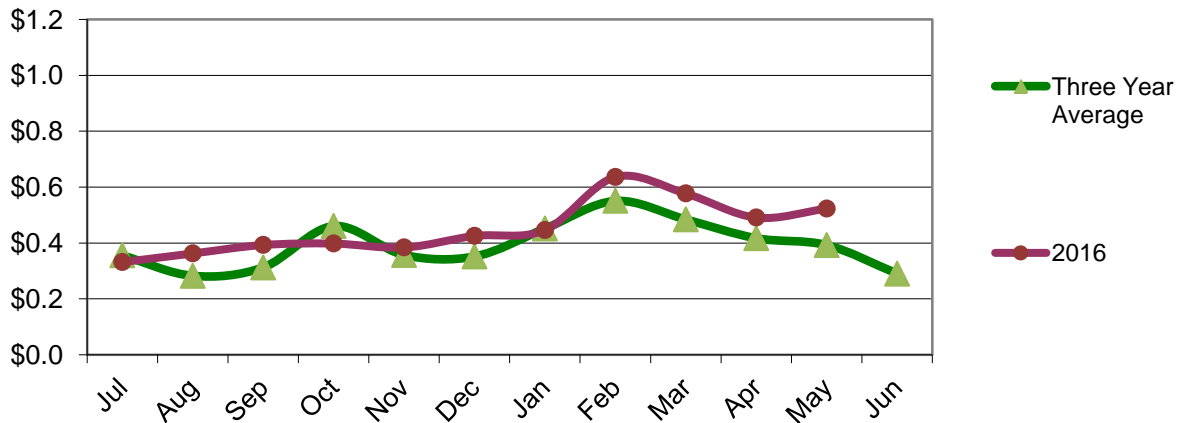
Expo Program Revenue by Month

Shown in Millions



Expo Program Expense by Month

Shown in Millions



MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

All Departments

May 2016

	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	2,971,372	2,452,199	27,711,209	23,543,980	24,711,900	117.70%	112.14%
Contributions from Governments	-	837,608	-	837,608	853,950	0.00%	0.00%
Contributions from Private Sources	-	-	-	-	15,000	0.00%	0.00%
Enhanced Marketing VDF	-	-	-	-	472,781	0.00%	0.00%
Food and Beverage Revenue	2,090,881	1,459,130	18,681,358	16,203,415	16,325,143	115.29%	114.43%
Grants	2,201	-	2,201	-	-	0.00%	0.00%
Interest Earnings	(40,429)	26,622	253,376	196,201	91,000	129.14%	278.44%
Lodging Tax	(264,074)	1,395,027	11,526,677	10,830,714	11,443,458	106.43%	100.73%
Miscellaneous Revenue	168,810	9,020	296,241	134,859	95,477	219.67%	310.27%
Transfers-R	(0)	18,105	490,000	199,155	1,015,132	246.04%	48.27%
Visitor Development Fund Alloc	-	-	-	-	2,215,901	0.00%	0.00%
Total Revenues	4,928,762	6,197,711	58,961,062	51,945,933	57,239,742	113.50%	103.01%
Capital Outlay	-	-	-	17,985	-	0.00%	0.00%
Food & Beverage Services	1,239,258	1,091,757	13,883,349	12,552,797	13,694,997	110.60%	101.38%
Materials and Services	1,331,810	1,549,198	14,791,395	12,164,996	15,484,426	121.59%	95.52%
Personnel Services	1,688,231	1,526,518	17,650,008	16,235,179	19,860,619	108.71%	88.87%
Transfers-E	530,505	507,720	5,153,203	4,911,561	9,001,335	104.92%	57.25%
Visitor Development Marketing	-	-	-	-	472,781	0.00%	0.00%
Total Expenditures	4,789,804	4,675,192	51,477,955	45,882,518	58,514,158	112.20%	87.98%
Net Operations	138,958	1,522,518	7,483,108	6,063,415	(1,274,416)		
Capital							
Contributions from Private Sources	-	-	193,750	150,000	372,501	129.17%	52.01%
Grants	-	-	30,980	211,957	-	14.62%	0.00%
Lodging Tax	1,641,297	834,613	1,641,297	834,613	-	196.65%	0.00%
Miscellaneous Revenue	135,171	-	137,626	14,633	-	940.52%	0.00%
Other Financing Sources	-	-	-	3,125	-	0.00%	0.00%
Transfers-R	-	-	110,000	-	110,000	0.00%	100.00%
Total Revenues	1,776,468	834,613	2,113,653	1,214,328	482,501	174.06%	438.06%
Capital Outlay	226,563	25,449	1,725,646	3,871,358	8,483,500	44.57%	20.34%
Materials and Services	9,644	(15,639)	28,215	16,946	-	166.51%	0.00%
Total Expenditures	236,207	9,810	1,753,861	3,888,304	8,483,500	45.11%	20.67%
Net Capital	1,540,261	824,804	359,793	(2,673,975)	(8,000,999)		
12 Month Fund Balance Increase	1,679,219	2,347,322	7,842,900	3,389,440	(9,275,415)		

MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Convention Center Operating Fund

May 2016

	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	1,278,283	786,101	12,450,624	10,610,544	10,236,686	117.3%	121.6%
Enhanced Marketing VDF	-	-	-	-	472,781	0.0%	0.0%
Food and Beverage Revenue	1,729,497	1,069,651	13,691,210	11,544,025	11,750,000	118.6%	116.5%
Grants	2,201	-	2,201	-	-	0.0%	0.0%
Interest Earnings	(19,795)	8,648	98,996	66,981	30,000	147.8%	330.0%
Lodging Tax	(233,355)	1,225,776	10,185,853	9,519,489	10,097,485	107.0%	100.9%
Miscellaneous Revenue	2,167	2,903	44,825	36,133	16,000	124.1%	280.2%
Transfers-R	(58,987)	(45,604)	(438,854)	(501,641)	(66,242)	87.5%	662.5%
Visitor Development Fund Alloc	-	-	-	-	1,548,281	0.0%	0.0%
Total Revenues	2,700,011	3,047,475	36,034,855	31,275,530	34,084,991	115.2%	105.7%
Food & Beverage Services	1,002,534	809,233	10,119,549	8,962,770	9,815,867	112.9%	103.1%
Materials and Services	607,671	975,354	8,542,128	7,273,490	9,153,855	117.4%	93.3%
Personnel Services	899,054	783,527	9,337,687	8,486,866	10,737,796	110.0%	87.0%
Transfers-E	191,339	175,711	2,329,021	2,274,748	6,040,444	102.4%	38.6%
Visitor Development Marketing	-	-	-	-	472,781	0.0%	0.0%
Total Expenditures	2,700,597	2,743,826	30,328,385	26,997,874	36,220,743	112.3%	83.7%
Net Operations	(587)	303,649	5,706,470	4,277,656	(2,135,752)		
Capital							
Contributions from Private Sources	-	-	121,094	93,750	242,188	129.2%	50.0%
Grants	-	-	-	-	-	0.0%	0.0%
Miscellaneous Revenue	-	-	2,455	14,633	-	16.8%	0.0%
Transfers-R	-	-	650,000	360,000	650,000	180.6%	100.0%
Total Revenues	-	-	773,549	468,383	892,188	165.2%	86.7%
Capital Outlay	196,355	17,201	594,522	2,041,405	3,966,400	29.1%	15.0%
Materials and Services	9,644	(15,639)	28,215	16,946	-	166.5%	0.0%
Total Expenditures	205,999	1,562	622,738	2,058,351	3,966,400	30.3%	15.7%
Net Capital	(205,999)	(1,562)	150,811	(1,589,968)	(3,074,212)		
12 Month Fund Balance Increase	(206,586)	302,087	5,857,281	2,687,688	(5,209,964)		

MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Portland's Centers for the Arts Fund

May 2016

	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	1,529,317	1,456,099	11,520,792	9,214,033	10,091,678	125.0%	114.2%
Contributions from Governments	-	837,608	-	837,608	853,950	0.0%	0.0%
Food and Beverage Revenue	295,366	320,510	3,089,697	2,781,060	2,663,978	111.1%	116.0%
Interest Earnings	(11,454)	14,275	102,880	97,851	31,000	105.1%	331.9%
Lodging Tax	(30,719)	169,251	1,340,824	1,311,226	1,345,973	102.3%	99.6%
Miscellaneous Revenue	165,825	5,188	216,746	67,665	56,227	320.3%	385.5%
Transfers-R	(35,701)	(35,701)	(392,712)	(392,712)	(382,213)	100.0%	102.7%
Visitor Development Fund Alloc	-	-	-	-	667,620	0.0%	0.0%
Total Revenues	1,912,635	2,767,230	15,878,227	13,916,731	15,328,213	114.1%	103.6%
Food & Beverage Services	182,643	212,196	2,218,230	1,961,063	2,243,543	113.1%	98.9%
Materials and Services	620,599	493,250	4,871,406	3,546,517	4,368,968	137.4%	111.5%
Personnel Services	604,087	553,964	5,948,162	5,490,114	6,494,395	108.3%	91.6%
Transfers-E	97,369	71,871	1,122,187	921,771	1,219,558	121.7%	92.0%
Total Expenditures	1,504,698	1,331,282	14,159,986	11,919,464	14,326,464	118.8%	98.8%
Net Operations	407,937	1,435,948	1,718,241	1,997,267	1,001,749		
Capital							
Contributions from Private Sources	-	-	43,594	33,750	58,125	129.2%	75.0%
Grants	-	-	30,980	82,707	-	37.5%	0.0%
Miscellaneous Revenue	135,171	-	135,171	-	-	0.0%	0.0%
Total Revenues	135,171	-	209,745	116,457	58,125	180.1%	360.9%
Capital Outlay	30,208	7,579	928,145	1,353,311	3,156,100	68.6%	29.4%
Total Expenditures	30,208	7,579	928,145	1,353,311	3,156,100	68.6%	29.4%
Net Capital	104,963	(7,579)	(718,400)	(1,236,854)	(3,097,975)		
12 Month Fund Balance Increase	512,900	1,428,369	999,841	760,412	(2,096,226)		

MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

Expo Fund

May 2016

	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	163,772	209,999	3,739,793	3,719,381	4,383,536	100.5%	85.3%
Contributions from Private Sources	-	-	-	-	15,000	0.0%	0.0%
Food and Beverage Revenue	66,018	68,968	1,900,451	1,878,331	1,911,165	101.2%	99.4%
Interest Earnings	(3,238)	1,988	16,358	15,775	18,000	103.7%	90.9%
Miscellaneous Revenue	818	930	34,669	31,061	23,250	111.6%	149.1%
Transfers-R	(10,278)	(5,556)	166,942	(61,116)	203,997	-273.2%	81.8%
Total Revenues	217,092	276,329	5,858,213	5,583,431	6,554,948	104.9%	89.4%
Capital Outlay	-	-	-	17,985	-	0.0%	0.0%
Food & Beverage Services	54,081	70,327	1,545,569	1,628,965	1,635,587	94.9%	94.5%
Materials and Services	99,801	77,636	1,154,001	1,078,418	1,482,018	107.0%	77.9%
Personnel Services	127,363	125,354	1,591,176	1,546,775	1,797,467	102.9%	88.5%
Transfers-E	241,797	260,138	1,701,995	1,703,042	1,741,333	99.9%	97.7%
Total Expenditures	523,042	533,455	5,992,742	5,975,184	6,656,405	100.3%	90.0%
Net Operations	(305,950)	(257,126)	(134,528)	(391,753)	(101,457)		
Capital							
Contributions from Private Sources	-	-	29,063	22,500	72,188	129.2%	40.3%
Grants	-	-	-	129,250	-	0.0%	0.0%
Miscellaneous Revenue	-	-	-	-	-	0.0%	0.0%
Other Financing Sources	-	-	-	3,125	-	0.0%	0.0%
Transfers-R	-	-	280,000	360,000	280,000	77.8%	100.0%
Total Revenues	-	-	309,063	514,875	352,188	60.0%	87.8%
Capital Outlay	-	668	202,978	476,642	1,361,000	42.6%	14.9%
Total Expenditures	-	668	202,978	476,642	1,361,000	42.6%	14.9%
Net Capital	-	(668)	106,084	38,233	(1,008,812)		
12 Month Fund Balance Increase	(305,950)	(257,794)	(28,444)	(353,520)	(1,110,269)		

MERC Statement of Activity with Annual Budget

Metropolitan Exposition-Recreation Commission

MERC Admin Sub Fund

May 2016

	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	-	0.0%	0.0%
Interest Earnings	(5,942)	1,711	35,143	15,595	12,000	225.3%	292.9%
Transfers-R	104,966	104,966	1,154,624	1,154,624	1,259,590	100.0%	91.7%
Total Revenues	99,024	106,677	1,189,767	1,170,241	1,271,590	101.7%	93.6%
Capital							
Capital Outlay	-	-	-	-	-	0.0%	0.0%
Materials and Services	3,739	2,957	223,859	266,571	479,585	84.0%	46.7%
Personnel Services	57,728	63,672	772,983	711,425	830,961	108.7%	93.0%
Transfers-E	-	-	-	12,000	-	0.0%	0.0%
Total Expenditures	61,467	66,629	996,842	989,996	1,310,546	100.7%	76.1%
Net Operations	37,557	40,047	192,925	180,246	(38,956)		
Capital							
Lodging Tax	1,641,297	834,613	1,641,297	834,613	-	196.7%	0.0%
Transfers-R	-	-	(820,000)	(720,000)	(820,000)	113.9%	100.0%
Total Revenues	1,641,297	834,613	821,297	114,613	(820,000)	716.6%	-100.2%
Net Capital	1,641,297	834,613	821,297	114,613	(820,000)		
12 Month Fund Balance Increase	1,678,854	874,661	1,014,222	294,859	(858,956)		

MERC Food and Beverage Margins

May 2016

	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	1,729,497	1,069,651	13,691,210	11,544,025	11,750,000
Food & Beverage Services	1,002,534	809,233	10,119,549	8,962,770	9,815,867
Food and Beverage Gross Margin	726,963	260,418	3,571,661	2,581,255	1,934,133
Food and Beverage Gross Margin %	42.03%	24.35%	26.09%	22.36%	16.46%
Portland'S Centers for the Arts Fund					
Food and Beverage Revenue	295,366	320,510	3,089,697	2,781,060	2,663,978
Food & Beverage Services	182,643	212,196	2,218,230	1,961,063	2,243,543
Food and Beverage Gross Margin	112,723	108,314	871,466	819,997	420,435
Food and Beverage Gross Margin %	38.16%	33.79%	28.21%	29.49%	15.78%
Expo Fund					
Food and Beverage Revenue	66,018	68,968	1,900,451	1,878,331	1,911,165
Food & Beverage Services	54,081	70,327	1,545,569	1,628,965	1,635,587
Food and Beverage Gross Margin	11,937	(1,358)	354,882	249,366	275,578
Food and Beverage Gross Margin %	18.08%	-1.97%	18.67%	13.28%	14.42%
MERC Fund Total					
Food and Beverage Revenue	2,090,881	1,459,130	18,681,358	16,203,415	16,325,143
Food & Beverage Services	1,239,258	1,091,757	13,883,349	12,552,797	13,694,997
Food and Beverage Gross Margin	851,623	367,373	4,798,009	3,650,618	2,630,146
Food and Beverage Gross Margin %	40.73%	25.18%	25.68%	22.53%	16.11%

**MERC Visitor Venues
Events-Performances-Attendance
FY 2015-16**

OCC	May 2014		May 2015		May 2016		Net Change from Prior Year		May 2016	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Revenue	% of Rev.
Tradeshows/Conventions	6	10,319	5	4,230	6	11,808	1	7,578	2,506,251	87%
Consumer Public Shows	6	38,936	10	60,854	1	18,000	(9)	(42,854)	95,238	3%
Miscellaneous							-	-		0%
Miscellaneous -In-House	9	187	12	477	9	237	(3)	(240)	11,637	0%
Meetings	20	9,750	11	1,691	13	3,971	2	2,280	110,078	4%
Catering	12	5,668	9	4,048	9	3,110	-	(938)	163,229	6%
Totals	53	64,860	47	71,300	38	37,126	(9)	(34,174)	\$ 2,886,433	100%

Expo Center	May 2014		May 2015		May 2016		Net Change from Prior Year		May 2016	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Revenue	% of Rev.
Consumer Public Shows	4	6,982	5	10,310	2	3,897	(3)	(6,413)	68,260	31%
<i>Cirque Du Soleil</i>	7	15,735	-	-	-	-	-	-		0%
Miscellaneous	2	2,358	1	917	4	910	3	(7)	58,679	26%
Meetings	2	38	1	30	3	80	2	50	1,842	1%
Catering	1	160	-	-	-	-	-	-		0%
Tradeshows/Conventions	2	3,730	2	3,600	2	3,857	-	257	93,995	42%
Totals	11	13,268	9	14,857	11	8,744	2	(6,113)	\$ 222,776	100%
Totals w/Cirque du Soleil	18	29,003	9	14,857	11	8,744	2	(6,113)	\$ 222,776	100%

Portland '5	May 2014		May 2015		May 2016		Net Change from Prior Year		May 2016	
	Performances	Attendance	Performances	Attendance	Performances	Attendance	Performances	Attendance	Revenue	% of Rev.
Commercial (Non-Broadway)	2	2,516	9	10,470	7	12,898	(2)	2,428	486,006	28%
Broadway	-	-	16	43,509	8	17,305	(8)	(26,204)	308,323	18%
Resident Company	40	40,116	30	35,811	33	35,030	3	(781)	216,899	13%
Non-Profit	31	8,337	32	11,055	21	8,601	(11)	(2,454)	299,253	17%
Promoted/ Co-Promoted			3	456	4	2,992	1	2,536	406,863	24%
Student	33	14,097	24	19,187	24	21,181	-	1,994	9,924	1%
Miscellaneous	3	208			-	-	-	-		0%
Totals	109	65,274	114	120,488	97	98,007	(17)	(22,481)	\$ 1,727,268	100%

MERC Statement of Fund Balances and Reserves

May 2016

	FY 2016 Through May	FY 2015 Through May	FY 2015 Through June	FY 2016 Annual Budget
<u>Oregon Convention Center</u>				
Beginning Fund Balance	18,574,045	14,769,677	14,769,677	14,174,771
Fund Balance Inc (Dec)	5,857,281	2,687,688	3,804,368	(3,553,564)
Ending Fund Balance	24,431,326	17,457,365	18,574,045	10,621,207
<i>Contingency - Operating</i>				1,500,000
<i>Contingency - New Capital-Business Strategy</i>				1,274,078
<i>Contingency - Renewal & Replacement</i>				7,847,129
Ending Fund Balance				10,621,207
<u>Portland'5 Centers for the Arts</u>				
Beginning Fund Balance	10,622,451	9,837,692	9,837,692	8,789,652
Fund Balance Inc (Dec)	999,841	760,412	784,759	(1,380,726)
Ending Fund Balance	11,622,292	10,598,104	10,622,451	7,408,926
<i>Contingency - Operating</i>				600,000
<i>Contingency - New Capital-Business Strategy</i>				1,957,300
<i>Contingency - Renewal & Replacement</i>				4,851,626
Ending Fund Balance				7,408,926
<u>Expo</u>				
Beginning Fund Balance	3,167,865	3,367,237	3,367,237	3,039,644
Fund Balance Inc (Dec)	(28,444)	(353,520)	(199,372)	(610,969)
Ending Fund Balance	3,139,421	3,013,717	3,167,865	2,428,675
<i>Contingency - Operating</i>				350,000
<i>Contingency - New Capital-Business Strategy</i>				2,078,675
<i>Contingency - Renewal & Replacement</i>				-
Ending Fund Balance				2,428,675
<u>MERC Administration</u>				
Beginning Fund Balance	8,001,481	4,085,353	4,085,353	4,349,393
Fund Balance Inc (Dec)	1,014,222	294,859	3,916,128	(858,956)
Ending Fund Balance	9,015,703	4,380,212	8,001,481	3,490,437
<i>Contingency - Operating</i>				65,000
<i>Contingency - Renewal & Replacement</i>				811,772
<i>Contingency - TLT Pooled Capital</i>				2,613,665
Ending Fund Balance				3,490,437
<u>MERC Fund</u>				
Beginning Fund Balance	40,365,842	32,059,959	32,059,959	30,353,460
Fund Balance Inc (Dec)	7,842,901	3,389,440	8,305,883	(6,404,215)
Ending Fund Balance	48,208,743	35,449,399	40,365,842	23,949,245

MERC Commission Meeting

July 6, 2016
12:30 pm

10.0 Action Agenda

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 16-20

For the purpose of approving the National Sales, Marketing and Convention Services Agreement for the Oregon Convention Center with Travel Portland.

WHEREAS, the Metropolitan Exposition Recreation Commission (MERC) oversees the operation of the Oregon Convention Center including its current agreement for National Sales, Marketing and Convention Services; and

WHEREAS, in order to maximize the economic impact of the Oregon Convention Center for the Tri-County Metropolitan Region, MERC issued the Request For Proposals 3110 for National Sales, Marketing and Convention Services for Oregon Convention Center (RFP); and

WHEREAS, Travel Portland was the only responsive proposer to the RFP; and

WHEREAS, MERC staff analyzed the proposal from Travel Portland and recommend that MERC approve the selection of Travel Portland as the contractor for National Sales, Marketing and Convention Services for the Oregon Convention Center.

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

1. Approves the selection of Travel Portland as the contractor for National Sales, Marketing and Convention Services.
2. Approves the Agreement in a form substantially similar to the Agreement attached as Exhibit A hereto and delegates the authority to the Metro General Manager of Visitor Venues to execute the attached Agreement and any extensions or amendments in accordance with the terms of the Agreement provided it is in the best interest of MERC.

Passed by the Commission on July 6, 2016.

Approved as to form:

Alison R. Kean, Metro Attorney

_____ Chair

By: _____

Nathan A. S. Sykes, Deputy Metro Attorney

_____ Secretary/Treasurer

**NATIONAL SALES, MARKETING AND CONVENTION SERVICES AGREEMENT
FOR THE OREGON CONVENTION CENTER**

This National Sales, Marketing And Convention Services Agreement For The Oregon Convention Center (hereinafter "Agreement") is entered into on this 6th day of July, 2016 by the Metropolitan Exposition Recreation Commission (hereinafter "MERC") an appointed Commission of Metro, a municipal corporation and Travel Portland (hereinafter "Contractor").

RECITALS

WHEREAS, MERC manages the Oregon Convention Center; and

WHEREAS, in order to maximize the economic impact of the Oregon Convention Center for the tri-county metropolitan region, it is critical that conventions, trade shows, and other national events take place at the Oregon Convention Center; and

WHEREAS, MERC has determined that it is desirable to enter into a contract with a sales, marketing, and convention services firm to secure aggressive and cost-effective national sales, marketing, and convention services for the purpose of attracting and securing national convention, trade show, and event business for the Oregon Convention Center; and

WHEREAS, the convention and trade show industry has become increasingly competitive, and MERC desires to retain the greatest degree of flexibility possible in order to respond appropriately to changing business and economic conditions, including retaining the right to require changes to the sales, marketing, and convention services provided during the term of this Agreement in accordance with the provisions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. EFFECTIVE DATE

The effective date of this Agreement is July 6, 2016.

2. TERM

The term of this Agreement shall be from July 6, 2016 until June 30, 2021, unless terminated sooner as provided herein.

MERC shall have the option to extend this Agreement for one additional five (5) year period at its sole discretion. At least sixty (60) days' written notice to the Contractor by MERC prior to the expiration of the Agreement shall be sufficient to exercise a renewal option.

3. DEFINITIONS

- A. **"Annual Approved Line-Item Budget"** means Contractor's annual line-item budget, approved by MERC, for work required by this Agreement.
- B. **"Annual Approved Program of Work"** means Contractor's annual sales plan, approved by MERC, for the sales services, marketing services, and convention services required by this Agreement.

- C. **"Booked Event"** means a convention or trade show that has confirmed, in writing, its intention to hold its event in Portland.
- D. **"Contract Year"** means the period from July 6, 2016 to June 30, 2017, and every July 1 to June 30 thereafter.
- E. **"Fixed Annual Payment"** means the annual fixed compensation MERC shall pay Contractor for services performed during a Contract Year as set forth in the Annual Approved Line-Item Budget.
- F. **"Monthly Progress Payment"** means the monthly disbursement of the Fixed Annual Payment to Contractor in equal monthly payments.

4. ANNUAL SALES PLAN AND ANNUAL LINE-ITEM BUDGET

Contractor's work under this Agreement shall be performed in accordance with an Annual Approved Program of Work and an Annual Approved Line-Item Budget, in accordance with the provisions of this paragraph 4.

A. Deadlines for Annual Program of Work and Annual Line-Item Budget

At least ninety (90) days before the first day of the Contract Year, Contractor shall submit to MERC a proposed annual program of work and a proposed annual line-item budget for marketing the Oregon Convention Center for the Contract Year.

B. Required Content For Annual Program of Work

Contractor's proposed annual program of work shall describe Contractor's proposed work for the applicable Contract Year, and shall include a detailed sales plan in each of the work areas listed in this subparagraph (4)(B). The proposed annual program of work shall list the specific personnel assigned to each work task and the number of hours each assigned person will devote to each work area. The proposed annual program of work shall include proposed quarterly qualitative and quantitative goals for each work area listed below. The sales plan shall include all the following work areas:

1. Convention Sales. The proposed annual program of work shall describe in detail the elements of the annual sales efforts, including, at a minimum:
 - a. Direct sales tasks to be undertaken by staff and for trade shows. Sales activities to be undertaken annually shall include attendance at trade shows, familiarization tours for conventions and trade shows, "sales blitzes" to the convention and trade show headquarter locations to generate leads, nationally, regionally and state-wide. The sales plan shall detail the sales approach for each activity as well as the minority market for each activity.
 - b. Number of sales managers and markets each will serve.
 - c. Number of sales managers dedicated to selling solely the Oregon

Convention Center, and the support staff proposed to be assigned to this sales effort.

- d. Number of national sales managers to generate leads, provide face-to-face sales and marketing.
- e. Identification of all markets on which Contractor proposes to focus the sales effort.
- f. The number and location(s) of sales offices.

2. Marketing.

- a. Direct Marketing Activities and Web Site Development. The proposed annual program of work shall describe in detail the proposed direct marketing activities and web site-related efforts that Contractor proposes to implement for the Contract Year.
- b. Multicultural Marketing Approach. The proposed annual program of work shall describe in detail the proposed marketing to multicultural communities, including but not limited to the African American, Hispanic or Latino, Asian, American Indian, and lesbian, gay, bisexual, transgender, and queer (LGBTQ) communities. This marketing shall focus on particular on multicultural and LGBTQ convention and tradeshow markets. This section of the proposed annual program of work shall include a description of proposed advertising, familiarization tours, trade show attendance, special promotions, subcontracting, and any other proposals to penetrate these markets.
- c. Market Research. The proposed annual program of work shall describe in detail the market research the Contractor proposes to undertake for the Contract Year, including how this research will be utilized to develop potential conventions and trade show lists and sales opportunities.
- d. Advertising. The proposed annual program of work shall describe in detail the process to be utilized, publications to be used, measurements of such advertising, and all proposed subcontracting.
- e. Communications & Public Relations. The proposed annual program of work shall describe in detail the specific elements of the communications and public relations campaign for the Contract Year, including the types of programs and publications that will be used.

- 3. Convention Services and Housing. The proposed annual program of work shall describe the work plan for convention services. The plan shall identify the staff that will provide customer service, on-site and local amenities, and special needs and services to support the scheduled conventions and trade shows for the

applicable Contract Year. The special services shall include housing, attendance building, special event coordination, transportation assistance, and any other services necessary to create a superior convention services operation.

4. Other Proposed Activities. The proposed annual program of work shall describe any additional activities that Contractor recommends as likely to increase the overall effectiveness of Contractor's efforts to attract, secure, and retain national convention and trade show business for the Oregon Convention Center. The proposed annual program of work shall also describe any additional activities that MERC requests be included in the program of work.

C. Required Content For Annual Line-Item Budget

The Contractor's proposed annual line-item budget shall contain a detailed breakdown of proposed expenditures for the Contract Year, including personnel costs (with a breakdown of cost for every staff person working on work tasks required by this Agreement), materials and services costs, sub-contractor costs, all other expenses directly attributable to the services required by this Agreement, and any additional information MERC may require.

D. MERC's Right to Approve the Annual Program of Work and Annual Line-Item Budget

1. Process for Review. MERC shall review the Contractor's proposed annual program of work (including the proposed qualitative and quantitative goals) and the proposed annual line-item budget. If the proposed annual program of work and/or proposed annual line-item budget is not acceptable to MERC, in its sole discretion, MERC shall request revisions. Contractor shall submit to MERC a revised program of work and line-item budget within ten calendar days of MERC's request for revisions. This process shall continue until Contractor has submitted a proposed program of work (including proposed qualitative and quantitative goals) and budget that is approved by MERC (hereinafter "Annual Approved Program of Work" and "Annual Approved Line-Item Budget"). Each Contract Year, the Annual Approved Program of Work and the Annual Approved Line-Item Budget shall be attached to this Agreement and incorporated herein.
2. Timelines. This Agreement is contingent on MERC approving on or before July 6, 2016, an Annual Approved Program of Work and an Annual Approved Line-Item Budget for the July 6, 2016 to June 30, 2017 Contract Year. For the second and all subsequent Contract Years, if MERC does not approve an Annual Approved Program of Work and an Annual Approved Line-Item Budget at least forty-five (45) days before the first day of the applicable Contract Year, this Agreement shall terminate in accordance with Paragraph 9(A)(3) of this Agreement, unless the parties agree to an extension of the deadline.

E. MERC's Right To Remove Work From Annual Approved Program of Work

With at least thirty (30) days' written notice to Contractor, MERC may remove work tasks from the Annual Approved Program of Work. The written notice shall identify the specific work tasks to be removed and the corresponding funding reduction. Removal of work tasks shall result in a corresponding reduction in the Annual Approved Line-Item Budget, as provided in paragraph 7(F) of this Agreement. MERC may reassign such work tasks to MERC employees or another MERC contractor or contractors.

5. CONTRACTOR'S PERFORMANCE

A. Performance

Contractor shall perform all work in the Annual Approved Program of Work and all tasks requested by MERC in an efficient and professional manner. Contractor shall at all times use its best efforts to identify, attract, and secure national convention and trade show business for the Oregon Convention Center. Contractor shall perform all work within the limitations of the Annual Approved Line-Item Budget.

B. Separate Accounts

Contractor shall keep accurate records and accounts of funds paid to it by MERC pursuant to this Agreement, and shall keep such accounts and records separate and identifiable from all other accounts.

C. Trade Associations

Contractor shall join any trade associations requested by MERC. Any cost for joining any such associations shall be included in the Annual Approved Line-Item Budget.

D. Cooperation

Contractor shall at all times cooperate in good faith with MERC and with the Oregon Convention Center's in-house staff. Contractor shall attend any meetings requested by MERC related to the work required by this Agreement. Contractor shall not commit any act, the nature of which would tend to bring discredit or embarrassment to MERC or its operations.

E. Compliance With MERC Policies

Contractor shall comply with all MERC and Metro policies, resolutions, rules, and regulations, as they apply to the work being performed by Contractor under this Agreement.

6. REPORTING

A. Progress Reports

1. The Contractor shall submit quarterly reports to MERC detailing its progress in meeting the objectives and goals set forth in the then current Annual Approved Program of Work. These quarterly reports shall include all information identified below:

a. EXECUTIVE SUMMARY

- 1.) ACCOMPLISHMENTS SUMMARY
- 2.) TRENDS, SUCCESSES, OBSTACLES

b. RETURN ON INVESTMENT

1.) RETURN ON INVESTMENT

- i. Convention Center Revenue generated by Travel Portland Convention Sales Function ¹

Measurement: 3 year average of Convention Center revenue ²
Current year Annual Travel Portland Contract ³

- ii. Convention Center Revenue generated by Travel Portland Convention Sales Function - Chicago

Measurement: Convention Center revenue generated by Travel Portland Chicago
Chicago's direct operating costs

- iii. Convention Center Revenue generated by Travel Portland Convention Sales Function -Multicultural Subcontractor

Measurement: Convention Center revenue generated by Travel Portland Multicultural Subcontractor
Multicultural Subcontractor's direct operating costs

- iv. Convention Center Revenue generated by Travel Portland Convention Sales Function - Washington DC

Measurement: Convention Center revenue generated by Travel Portland Washington DC
Washington DC's direct operating costs

¹ Convention Center Revenues means actual revenue recorded for the period per MERC accounting records for conventions at OCC. Excludes hotel/motel transient lodging tax.

² 3 year average means the current fiscal year and the two most recent fiscal years.

³ Annual Travel Portland Contract means the Marketing Contract, including the VDI Enhanced Marketing paid to Contractor as part of the Marketing Contract.

c. PROJECTED FUTURE REVENUE

i. REPORTS

- Future Convention Center Revenue generated by Travel Portland Convention Sales Function

Measurement: Estimated future Convention Center revenue generated by Travel Portland
Annual Travel Portland Contract

Note: 2012 – 13 is the benchmark year to establish return on investment based on future revenue.

- New OCC bookings during the quarter and year to date
- Repeat OCC bookings during the quarter and year to date
- Total OCC bookings during the quarter and year to date
- Room Nights from OCC bookings during the quarter and year to date
- Total Room Nights during the quarter and year to date (includes OCC and single hotel)
- Minority Subcontractor Reports
 - New OCC bookings during the quarter and year to date
 - Repeat OCC bookings during the quarter and year to date
 - Total OCC bookings during the quarter and year to date
 - Room Nights from OCC bookings during the quarter and year to date
- OCC Revenue from OCC bookings for the quarter and year to date

d. LEAD CONVERSION

i. REPORTS

- Lead Conversion of Qualified Convention Leads

Measurement: Leads converted to bookings for the period
OCC leads as of prior fiscal year end less lost leads due to OCC space or hotel package

Note: 2012 –13 is the benchmark year to establish conversion rate for subsequent years.

- OCC leads during the quarter and year to date
- Lost OCC Leads Due to space & availability during the quarter and year to date
- Lost OCC Leads Due to hotel package & availability during the quarter and year to date
- Chicago Reports

- OCC leads during the quarter and year to date
- Lost OCC Leads Due to space & availability during the quarter and year to date
- Lost OCC Leads Due to hotel package & availability during the quarter and year to date
- Multicultural Subcontractor Reports
 - OCC leads during the quarter and year to date
 - Lost OCC Leads Due to space & availability during the quarter and year to date
 - Lost OCC Leads Due to hotel package & availability during the quarter and year to date
- Washington DC Reports
 - OCC leads during the quarter and year to date
 - Lost OCC Leads Due to space & availability during the quarter and year to date
 - Lost OCC Leads Due to hotel package & availability during the quarter and year to date

e. CONVENTION SERVICES

i. REPORTS

- Narrative of performance survey results for the quarter including the name of the group and the performance ratings.
- Number of active OCC clients
- Site Visits during the quarter and year to date
- Pre-Convention activities during the quarter -list activities
- Number of attendance building material provided during the quarter and year to date
- Room Nights booked by convention housing during the quarter and year to date

f. PUBLIC RELATIONS

i. MEDIA PLACEMENT

ii. REPORTS

- Media Placement
Measurement: Media Placement Value
Direct Cost
- Media Placement - Multicultural Subcontractor
Measurement: Media Placement Value by Multicultural Subcontractor
Minority Subcontractor Direct Cost
- List of Media Placement s for the quarter

- List of Media Placements for the quarter -Minority Subcontractor

g. ECONOMIC IMPACT

ECONOMIC IMPACT REPORTS

- Economic Impact to the Community

Measurement: Economic Impact of bookings recorded during the year⁴
Annual Travel Portland Contract Amount

- Economic Impact to the Community - Multicultural Subcontractor

Measurement: Economic Impact of bookings recorded during the year⁵
Minority Subcontractor Direct Cost

- Narrative of economic impact results for the quarter including the name of the group and the methodology.
- Narrative of economic impact results for minority subcontractor for the quarter including the name of the group and the methodology.

h. FINANCIAL REPORTS

REPORTS

- Oregon Convention Center actual revenue recorded for the period per MERC accounting records. (to be provided by MERC)
 - Travel Portland Quarterly Financial Statements
 - COBID Quarterly Expenditures including percentage of total expenditures
 - FOTA Semiannual Report - six months ended December and June
 - Travel Portland Annual Financial Statements -no later than August Commission meeting
 - Travel Portland Annual Audit -no later than December Commission meeting
2. The Contractor shall provide the current status of all planned sales events, including the names of Contractor's sales representatives who are planning to attend such sales events, for the fifteen (15) month period beginning with the date of the report.

⁴ Booking recorded for the year means all OCC convention business estimated for future years.

⁵ Booking recorded for the year means all OCC convention business estimated for future years that was developed by the multicultural subcontractor.

B. Oral Reports to the Metropolitan Exposition Recreation Commission

At least quarterly, or more frequently if requested by MERC, Contractor shall present the following oral reports to the Metropolitan Exposition Recreation Commission at a properly noticed public meeting of the Commission:

1. Contractor shall report on Contractor's progress in meeting the objectives and goals in the Annual Approved Program of Work.
2. Any subcontractor(s) retained by Contractor to market the Oregon Convention Center to multicultural and LGBTQ communities and groups shall report on the progress and results of such marketing. If Contractor has no subcontractor(s) performing such marketing, Contractor shall present this report.

C. Financial Reports

1. Quarterly Financial Report. On or before the 20th day after the end of each quarter, the Contractor shall submit to MERC a quarterly comprehensive financial statement that details the Contractor's use of the funds provided by MERC during the preceding quarter. The quarterly financial statement shall show, at a minimum, actual expenditures by category, expenditures as a percentage of the Annual Approved Line-Item Budget, and actual expenditures compared to actual expenditures in the preceding Contract Year.
2. Audited Financial Statement. The Contractor shall provide MERC with a copy of its annual audited financial statement when the Contractor receives the audited financial statement from its auditors.

D. Other Reports

Contractor shall submit such other reports as MERC may request in writing.

7. BASIS AND METHOD OF PAYMENT

A. Total Annual Cost Of Services

1. Contractor's Compensation for Services Performed. The total annual cost of Contractor's services for a Contract Year shall be the total annual cost agreed to by MERC in the Annual Approved Line-Item Budget. The total annual cost may consist of one or both of the two components identified in subparagraphs 7(A)(2) and 7(A)(3), below.
2. Fixed Annual Payment. The Annual Approved Line-Item Budget shall identify a fixed annual payment (hereinafter "Fixed Annual Payment") for services performed by Contractor.
3. Visitor Development Initiative Funding. In addition to the Fixed Annual Payment, MERC, at its sole option, may approve in the Annual Approved

Line-Item Budget an allocation of a stated percentage of the funding paid to Metro (and transferred to MERC) by Multnomah County from the Visitor Facilities Trust Account (such allocation hereinafter referred to as "Allocation of VDI funds dedicated for Enhanced OCC Marketing "). (As an example only: MERC may approve in an Annual Approved Line-Item Budget (a) the Fixed Annual Payment of a specified dollar amount, and (b) one hundred percent (100%) of the VDI Funding actually received by MERC.)

B. Disbursement of Fixed Annual Payment

MERC shall pay Contractor the Fixed Annual Payment identified in the Annual Approved Line-Item Budget in equal monthly disbursements (hereinafter "Monthly Progress Payments").

C. Disbursement of VDI Funding

In the event that the Annual Approved Line-Item Budget includes as a portion of Contractor's compensation a specified percentage of VDI Funding, MERC shall pay Contractor the specified percentage of the VDI Funding actually received by MERC no later than thirty (30) days after MERC actually receives the funds.

D. Funding Reductions

Funding reductions occurring at any time during a Contract Year may affect the amount of the Fixed Annual Payment and the VDI Funding (if any is included in the Annual Approved Line-Item Budget). In the event of any funding reductions, the parties shall negotiate in good faith to determine the allocation of the funding reductions among the Fixed Annual Payment. If the parties are unable to agree, the allocation of the funding reductions shall be determined by MERC in its sole discretion.

E. MERC's Removal Of Work Tasks From The Annual Approved Program of Work

1. Effect on Annual Approved Line-Item Budget. In the event that MERC removes work tasks from the Annual Approved Program of Work pursuant to paragraph 4(E) of this Agreement, MERC shall reduce the amount of the Fixed Annual Payment and/or the VDI Funding (if any is included in the Annual Approved Line-Item Budget), to reflect the reduced work required by this Agreement. MERC shall determine, in its sole discretion, the amount of such reduction.
2. Contractor's Commitments to Third Parties. In the event that Contractor has made legally binding commitments to third parties to purchase goods or services related to the work tasks removed from the Annual Approved Program of Work, MERC shall not remove from the Annual Approved Line-Item Budget those funds required to reimburse Contractor for expenses incurred or to be incurred by Contractor related to such legally binding commitments. Contractor shall be entitled to reimbursement only for

purchases of goods or services directly related to marketing or selling the Oregon Convention Center. Within ten (10) business days of the date of the notice required by paragraph 4(E), Contractor shall give MERC a list of all legally binding commitments for which Contractor requests reimbursement.

F. Return of Unused Funds

At the end of each Contract Year, and at the expiration or termination of this Agreement, if any portion of the Annual Approved Program of Work has not been completed, Contractor shall refund to MERC within thirty (30) days unused funds allocated to such services in the Annual Approved Program of Work, provided that Contractor has not used funds to pay for products or services. For purposes of this subparagraph 7(F), funds are used if the Contractor has made a legally binding commitment to pay for goods or services based on agreements or contracts that have been entered into but have not yet been performed.

8. AUDITS

A. Audits

MERC may conduct a performance review of Contractor's performance and/or a review of Contractor's records, books, and accounts related to matters covered by this Agreement, in accordance with the procedures described in this paragraph. In the event that MERC wishes to conduct such a review, MERC shall give Contractor reasonable written notice, identifying the reasons MERC wishes to conduct the proposed review. Contractor shall permit MERC to inspect all records, books, and accounts that are relevant to the reasons identified by MERC in the written notice, and shall provide MERC with a written response to the reasons identified in MERC's notice. If MERC determines in its reasonable discretion that the review should proceed, the review shall be conducted by a firm selected by MERC. The cost of such a review will be deducted from the Fixed Annual Payment.

B. Contractor's Cooperation

Contractor shall cooperate in good faith with MERC and with any outside firm retained by MERC in any matter related to an audit or review permitted by this paragraph 8. Contractor shall provide any books, records, or other information requested in writing as soon as possible but no longer than three (3) days after any request.

9. TERMINATION

A. Termination

This Agreement may be terminated by the mutual consent of the parties. In addition, MERC may terminate this Agreement as follows:

1. Material Breach. In the event that Contractor shall default in the material obligations or conditions set forth in this Agreement, or shall commit any act

the nature of which would tend to bring discredit or embarrassment to MERC or its operations, and such default continues unremedied for ten (10) business days after written notice of said material default to Contractor, thereupon, at MERC's option, this Agreement may be terminated immediately after the cure period.

2. Notice. MERC may terminate this Agreement by giving Contractor one hundred twenty (120) days' written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses or legally binding commitments properly incurred in accordance with the Annual Approved Line-Item Budget, prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.
3. No Annual Approved Program of Work Or Annual Approved Line-Item Budget. In the event that MERC does not approve an annual program of work and/or an annual line-item budget at least forty-five (45) days before the first day of the next Contract Year, this Agreement shall terminate automatically on the last day of the current Contract Year unless the parties agree otherwise.
4. Non-Appropriation. The continuation of this Agreement is contingent on the appropriation of funds to fund this Agreement. In the event that MERC's budget does not contain funds to pay for the services provided by Contractor in accordance with this Agreement, this Agreement shall terminate automatically on the last day of the fiscal year for which funds are appropriated.

B. Termination Accounting

1. Return of Unused Funds. No later than forty-five (45) days after the last day of this Agreement, Contractor shall return to MERC any unused funds, as required by Paragraph 7(F) of this Agreement. No later than forty-five (45) days after the last day of this Agreement, Contractor shall account to MERC for all funds paid to Contractor for that Contract Year.
2. Costs Incurred by Contractor. No later than forty-five (45) days after the last day of this Agreement, Contractor shall submit documentation to MERC of any out-of-pocket costs (such as booth fees or registration fees) incurred by Contractor in order to enable MERC and/or MERC's marketing contractor to attend trade shows or industry events on behalf of MERC after the last day of the Agreement. MERC shall reimburse Contractor for any such documented out-of-pocket costs actually incurred by Contractor.

10. MERC'S DUTIES

A. Cooperation

1. MERC shall cooperate in good faith with Contractor and Contractor's staff. MERC shall attend meetings reasonably requested by Contractor related to the services required by this Agreement, provided that Contractor provides sufficient advance notice to MERC so that MERC has a reasonable opportunity to arrange attendance.
2. MERC shall act in good faith to assist Contractor in showcasing the Oregon Convention Center, facilitating executive airlifts (also known as Familiarization Trips), and responding to requests from potential clients.
3. MERC shall work cooperatively and in good faith with Contractor to negotiate facility charges with potential clients, provided, however, that Contractor understands and agrees that MERC has the final right to determine all facility charges.

B. Notification of MERC Policies

MERC shall provide Contractor with updates of policies, resolutions, rules and regulations that are necessary for Contractor's compliance with the requirements of this Agreement.

C. MERC Reporting

MERC shall provide Contractor with information related to the services required by this Agreement in a timely and complete manner, so as not to delay Contractor's performance of reporting requirements that may be dependent on such information.

11. FIRST OPPORTUNITY TARGET AREA PROGRAM

Contractor shall comply with MERC's First Opportunity Target Area ("FOTA") Program, as it may be amended from time to time. Contractor shall submit to MERC semiannual written reports that detail Contractor's FOTA compliance efforts.

12. METRO GENERAL MANAGER OF VISITOR VENUES

The Metro General Manager of Visitor Venues, or his or her designee, shall have the authority to administer all aspects of this Agreement, including but not limited to approving the Annual Approved Program of Work, and the Annual Approved Line-Item Budget.

13. INSURANCE

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

1. Broad form comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product

liability. The policy must be endorsed with contractual liability coverage; and

2. Automobile bodily injury and property damage liability insurance.

- B.** Insurance coverage shall be a minimum of \$1,000,000 per occurrence.
- C.** MERC and Metro, and their elected and appointed officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to MERC 30 days prior to the change or cancellation.
- D.** Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide MERC with certification of Workers' Compensation insurance including employer's liability.
- E.** Contractor shall provide MERC with a certificate of insurance complying with this article and naming MERC and Metro as additional insured under its liability policies within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

14. INDEMNIFICATION

Contractor shall indemnify and hold MERC and Metro its agents, employees, and appointed officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by MERC and for any claims or disputes involving subcontractors.

15. MAINTENANCE OF RECORDS

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

16. OWNERSHIP OF DOCUMENTS

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor for the purpose of marketing and selling the Oregon Convention Center are the property of MERC, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such documents.

17. INDEPENDENT CONTRACTOR STATUS

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

18. RIGHT TO WITHHOLD PAYMENTS

In the event that Contractor fails to perform an obligation required by this Agreement, and such failure continues unremedied for ten (10) business days after written notice to Contractor of such failure to perform, MERC shall have the right to withhold from payments due to Contractor such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

19. FORCE MAJEURE

If the Oregon Convention Center is destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence outside the control of Contractor (including any act of terrorism in the United States if it actually disrupts travel to or from Portland) renders the performance of the services required by the Annual Approved Program of Work impossible, then MERC and Contractor shall confer in good faith to discuss revisions to the Annual Approved Program of Work (including the quarterly qualitative and quantitative goals) and the Annual Approved Line-Item Budget. Notwithstanding the foregoing, MERC shall have the final right to determine whether to revise the Annual Approved Program of Work, the quarterly qualitative and quantitative goals, and/or the Annual Approved Line-Item Budget or terminate this Agreement.

20. STATE AND FEDERAL LAW CONSTRAINTS

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

21. COMPLIANCE

Contractor shall comply with federal, state, and local laws, statutes and ordinances relative to the execution of the work. Contractor agrees not to discriminate against any person or persons because of age, creed, ancestry, sexual orientation, gender identity, disability, color, sex, marital status, familial status, source of income, religion, or national origin.

22. SEVERABILITY

The parties agree that any provision of this Agreement that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Agreement 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 Agreement 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 Agreement. 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 Agreement 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 do do so.

23. 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.

24. ASSIGNMENT

This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party without mutual written consent by both parties.

25. NO WAIVER OF CLAIMS

The failure to enforce any provision of this Agreement shall not constitute a waiver by either party of that or any other provision.

26. MODIFICATION

Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

27. 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, certified mail, by courier, or via email as follow:

To: MERC Scott Cruickshank, Executive Director
Oregon Convention Center
777 NE MLK Jr Blvd
Portland, Oregon 97232
scottc@oregoncc.org

To: Contractor _____
Travel Portland

TRAVEL PORTLAND

By: _____

Title: _____

Date: _____

**METROPOLITAN EXPOSITION
RECREATION COMMISSION**

By: _____

Title: _____

Date: _____

MERC Staff Report

Agenda Item/Issue:

For the purpose of approving the National Sales, Marketing and Convention Services Agreement for the Oregon Convention Center with Travel Portland.

Resolution No.: 16-20

Presented By: Teri Dresler and Scott Cruickshank

Date: July 6, 2016

Background and Analysis: Travel Portland (formerly Portland Oregon Visitor Association or POVA) has managed marketing for the OCC since its beginning in 1988. The current contract with Travel Portland expires July 31, 2016. On February 24, 2016, RFP 3110 was issued for national sales, marketing, and convention services for the Oregon Convention Center with the primary goal of these services being to increase the number of national conventions and trade shows at the Oregon Convention Center. The request for proposals described specific criteria by which the proposals would be evaluated including: Proposed Annual Program of Work, Proposed Line-Item Budget, Organization and Staffing, Diversity in Employment and Contracting, and Sustainable Business Practices. Travel Portland issued the only submittal to the request for proposals and has agreed to meet all of the requirements identified in the request for proposals.

As the exclusive marketing arm of OCC, Travel Portland has met or exceeded the goals and benchmarks established in the annual program of work since 1988. Travel Portland has a unique understanding of OCC's business model that has allowed new and more targeted goals to be developed as the business has changed over time. It is clear from the proposal that in partnership with the OCC sales team and the local hotel community, Travel Portland will leverage the existing sales, marketing and public relations program to take advantage of the positive change in Portland's convention hotel package as the 600-room Convention Center Hyatt comes on board.

Travel Portland proposes to enhance our baseline investment of \$3.5 to \$4 million by committing an additional \$750,000 in Tourism Improvement District (TID) and City Transient Lodging Tax (TLT) funds annually as long as these remain stable funding sources. And, looking forward to the Convention Center Hyatt Hotel coming on line, Travel Portland will allocate additional TID funds in the amounts of \$250,000 in FY 2016-17 and \$200,000 in FY 2017-18 to enhance awareness of the hotel. Beyond these investments, Travel Portland's program of work in branding, leisure marketing, international tourism and public relations will also be leveraged to the benefit of the OCC.

Of special interest to OCC and MERC is Travel Portland's Multi-Cultural and Diverse Lifestyle Marketing program. The proposed annual program of work to secure multicultural and LGBTQ meetings and conventions is a sales-led approach. Travel Portland will contract with firms to provide marketing and public relations support. To share Portland's multicultural story to planners and delegates in an authentic, community driven way, Travel Portland will partner with local newspapers and content providers: El Hispanic News, The Asian Reporter, The Portland Chinese Times, Flossin Media (an African-American lifestyle magazine), PQ Monthly (an LGBTQ publication) and Native American writer Jacqueline Keeler (citizen of Navajo and Yankton Dakota Sioux). These content providers are trusted, authoritative voices within their respective communities.

Travel Portland includes diverse faces throughout its advertising, social media and collateral material. To ensure these materials reflect Portland's diversity, Travel Portland will benchmark and track the quantity- and content of social posts, digital articles and print publications. For example, 45% of photos with human subjects posted on TravelPortland.com from June-December 2015 included people of color.

The Travel Portland and OCC teams are committed to excellence. This strong conviction has helped Portland attract more business than we might normally expect, and has earned consistent acknowledgement from trade publications: *Successful Meetings* (Pinnacle Award, 18 years in a row), *Meetings & Conventions* (Gold Service Award, 15 years in a row) and *Smart Meetings* (Platinum Choice Award, 2015).

Upon contract execution, an annual program of work for FY 16/17 will be submitted by Travel Portland for review and approval by the General Manager of Visitor Venues and the Oregon Convention Center Executive Director.

Attached to this staff report are the following documents for the first contract year (August 1, 2016 to June 30, 2017).

1. The proposed Work Plan;
2. The proposed line-item budget.

Fiscal Impact: For the fiscal year July 1, 2016 through June 30, 2017, OCC has budgeted \$3,600,000 toward the National Sales, Marketing and Convention Services Agreement. In addition, the Visitor Development Initiative (VDI) enhanced marketing funds will be administered through this contract. The VDI enhanced marketing funds for fiscal year 2016-17 are presently estimated to be \$486,118. MERC will remit these funds to the contractor when MERC actually receives the funds.

The total disbursement to Travel Portland for OCC national sales, marketing, and convention services for fiscal year 2017 will be \$4,086,118

Recommendation: Staff recommends that the Metropolitan Exposition Recreation Commission approve the National Sales, Marketing and Convention Services Agreement with the Travel Portland for such services to the Oregon Convention Center and authorize the General Manager to execute the agreement.

B. APPROACH/PROJECT WORK PLAN

Sales

Travel Portland's convention sales program of work will be comprised of a number of interrelated, simultaneous elements, the combination of which will result in a solid level of booked convention business for OCC.

Direct sales tasks to be undertaken by staff and for trade shows.

- a) Market research: Identifying convention groups that meet the "Portland profile" – the correct size (convention center space, hotel usage, number of attendees); history of meeting on the West coast; time of year; arrival patterns; rate history; and need periods identified by our Trends Analysis Projections (TAP) reports – will be crucial to Travel Portland's sales efforts, and significant resources will be put toward this important research. This will ensure that solicited organizations are pre-qualified and have definite potential to meet in Portland.

Travel Portland is a certified member of Destination Marketing Association International (DMAI), which represents 600 destination marketing organizations in over 15 countries. As a member, Travel Portland has access to DMAI's meetings database (MINT), one of the visitor industry's most powerful research tools. Each DMAI destination member submits information on meetings that have occurred in their city. This information is compiled in an electronic database that member CVBs can access based on specific criteria (size, time of meeting, market, etc.) to create very targeted client solicitation lists. Travel Portland, as a DMAI member, is the *only* Portland-based organization that can access MINT information.

Utilizing MINT and a variety of other resources (*Encyclopedia of Associations, National Trade and Professional Associations, Runzheimer Meal/Lodging Index, etc.*) all Travel Portland sales staff will conduct ongoing client research as an integral part of their position requirements. Travel Portland's commitment to research is reflected in the 2013 creation of a full-time research position (Convention Business Development Manager). Using all available tools, this manager actively researches business opportunities for the OCC and Portland on an ongoing basis. As needed, we will engage with professional research organizations to provide project-specific data.

Once organizations that fit the "Portland profile" are identified, Travel Portland sales staff will then begin the process of qualification and solicitation.

- b) Sales calls and solicitation: Meeting face-to-face with clients is the most important aspect of any sales program, and Travel Portland sales managers will do so at every opportunity in order to gather qualifying information that will lead to a definite booking. This is especially true of Travel Portland's regional sales staff, based in Washington, D.C., and Chicago, who on a daily basis will meet with clients in their respective territories. These staff members are very familiar with Portland and the OCC and are dedicated exclusively to selling the OCC and Portland. Should members of the OCC sales team travel to Washington, D.C., or Chicago, Travel Portland's regional sales staff will assist them in scheduling client appointments and, as

appropriate, conduct joint sales calls. Portland-based sales staff will primarily utilize telephone and electronic solicitation on a daily basis to gather information and establish rapport with their client base.

We work with Oregon Convention & Visitor Services Network to solicit and engage with multicultural groups such as National Organization of Black County Officials, National Organization of Black Law Enforcement Executives, Travel Professionals of Color and the Congressional Black Caucus.

In addition, Travel Portland attends a number of trade shows each year with a focus on minority business — including National Coalition of Black Meeting Planners, Congressional Black Caucus, Connect Diversity, International Association of Hispanic Meeting Professionals — and support organizations such as Just Because, the Connect Sports LGBTQ Task Force and the Network of Latino Meeting Professionals.

- c) Sales trips and bid trips: Travel Portland sales staff will schedule regular convention sales trips, with emphasis on the Chicago and Washington, D.C., markets, Portland's key national target areas. "Road Shows" to additional cities, as opportunities are identified and qualified, will be included. Each OCC-focused Portland national sales manager will schedule and participate in a minimum of two week-long sales trips per year, during which the sales manager will make approximately four client calls per day, and conduct breakfast, lunch and/or dinner client functions. As part of the competitive process involved with booking OCC groups, bid trips will also be conducted as needed and as often as the opportunity presents itself.
- d) Industry trade shows and events: Annually, Travel Portland sales staff will attend approximately 30 qualified industry trade shows and events. These programs will provide the opportunity to make new contacts, strengthen relationships with existing clients, and promote the OCC to a large number of people in a short amount of time. Attendance at each program will be carefully evaluated in terms of markets, client base attending and potential return on investment (leads generated, potential room nights, type of business, booking ratio, etc.). It is important to note that, in coordination with the OCC, programs may be added or deleted as budget and market conditions dictate.

See below for the trade shows and events that Travel Portland typically attends:

American Society of Association Executives (ASAE) (2 shows)
Event Service Professionals Association (ESPA)
Convention Sales Professionals International (CSPI)
Association Forum of Chicagoland *Holiday Showcase*
Council of Engineering and Scientific Society Executives (CESSE) (2 shows)
Greater Washington Society of Association Executives *Springtime*
Destination Marketing Association International (DMAI) *Destinations Showcase D.C.*
International Association of Hispanic Meeting Professionals (IAHMP)
Meeting Professionals International (MPI)
National Coalition of Black Meeting Planners (NCBMP)
Oregon Society of Association Management (OSAM)
Professional Convention Management Association (PCMA) (2 shows)
Religious Conference Managers Association (RCMA)
Society of Government Meeting Planners (SGMP) (2 shows)

Attachment 1 to Resolution 16-20

Collinson Publications *Connect* (6 shows)
Nursing Organizations Alliance (NOA)
IEEE Panel of Conference Organizers
Kellen Management Annual Partners Meeting
HPN Global Annual Partners Meeting
Congressional Black Caucus
CMP Conclave
IMEX America
American Express Inter[**ACTION**]
CGMP Congress
ConferenceDirect Annual Partners Meeting
Experient Envision
Meet New York
National Association of Sports Commissions
HelmsBriscoe Annual Partners Meeting
Cvent Annual Meeting

Left to right: OCC's Julie DeWeese, Travel Portland's Tracey Chapman and clients at a 2016 PCMA event in Vancouver, B.C.



- e) Site inspections: Once a convention client is interested in Portland, Travel Portland sales staff will arrange for them to visit Portland to conduct a site inspection. These inspections will provide individual clients the opportunity to experience the OCC, as well as Portland's hotels, restaurants, attractions and transportation systems, firsthand. Travel Portland, a partner-based organization, will call upon its members (hotels, airlines, attractions, facilities and restaurants) to facilitate this process by offering services and tours free of charge.
- f) Familiarization tours: Travel Portland will plan and conduct two annual three-day familiarization tours, typically in May and December. As the opportunity arises, additional smaller niche group familiarization tours will be conducted (e.g. HelmsBriscoe, Experient, etc.) – these meeting management firms represent a multitude of groups that utilize convention centers. Familiarization tours are exceptionally powerful convention sales tools, enabling the OCC and the Portland hospitality community as a whole to showcase its convention product to a group of highly qualified meeting planners with similar backgrounds and/or needs in a relatively short amount of time.

- g) Sales missions: During the course of the year, Travel Portland’s regional sales staff will be responsible for planning and coordinating at least one major “Portland Event” in their respective city. This will create the opportunity for OCC sales staff as well as additional members of the Portland hospitality community to plan a sales trip to the city, tying in sales calls with participation.

Travel Portland will coordinate all aspects of each client event (budget, funding opportunities, theme, venue, client invitations, gifts, transportation, etc.) and, as appropriate, work with the Portland community for cooperative opportunities, thus expanding each event’s budgetary base. Travel Portland will coordinate with OCC sales staff and attending Portland partners to schedule individual or joint client sales calls, as appropriate.

- h) Industry cooperation and partnerships: Travel Portland will maintain outstanding relationships with local and international industry peers— hotels, convention centers and convention bureaus. These relationships will enable us to procure information from our peers regarding groups: leads, history, opportunities, etc. Travel Portland’s unique position as a hospitality membership-based organization allows us to draw upon the expertise and goodwill of our 850-strong partner base, something no other organization can do. This enables us to create cost-effective cooperative programs, thus stretching budgets and enhancing sales opportunities.

Travel Portland enjoys a unique and productive convention sales and marketing relationship with Pittsburgh and Milwaukee – cities with convention products and client bases similar to Portland’s – that includes lead sharing, cooperative trade show promotions and joint client events. The location of the three cities (East Coast, Central and West Coast) fits the rotational pattern that many large conventions require. Thus we have the ability to fulfill planners’ needs and, in turn, enhance our opportunities to get the groups to meet in Portland. This relationship also enables the cities to significantly leverage our respective convention budgets and provides additional visibility in the national convention market. Portland and Pittsburgh, marketed as the greenest U.S. cities, participate in a number of joint “green” client events annually.

Number of sales managers and markets each will serve. Identification of all markets to focus the sales effort.

Travel Portland’s convention sales team consists of six (6) Portland-based managers and four (4) regional staff, all of whom are supervised by the director of convention sales and the vice president of sales. All Portland-based staff, including supervisors, will be assigned specific market segment responsibilities; three regional staff will cover all market segments within their assigned geographic areas (Washington, D.C./East coast, and Chicago/Midwest). One regional position, based in Kansas City, will provide research across all markets.

General market categories for solicitation will include:

- a) National/regional/state associations
- b) Corporate groups
- c) National/regional trade shows
- d) Annual or repeat state/regional conventions and trade shows
- e) Multi-cultural and diverse lifestyle markets

Each market category will be broken down by business type as defined by the *Encyclopedia of Associations*, the convention industry's leading association reference publication. Each sales manager will be assigned solicitation responsibilities for a number of specific market segments, with emphasis on those segments that have historically produced well for the Portland market or which have been identified as having strong potential. The markets will be handled on a vertical basis, meaning that the sales manager will be responsible for the entirety of that market segment's business, from top (largest group) to bottom (smallest group).

Number of sales managers devoted to selling the Oregon Convention Center, and support staff to be assigned to the sales effort.

Four (4) Portland-based sales managers, the director of convention sales and the vice president of sales will be specifically devoted to selling the OCC. Four (4) convention sales support staff will support them. Three (3) coordinators will be responsible for working with multiple managers, while one (1) database manager will support the director of convention and the vice president of sales.

Travel Portland regional sales staff located in Washington, D.C., (two sales managers) and Chicago (one sales manager) will be directly responsible for solicitation of OCC business. As required, Travel Portland management staff (president, executive vice presidents) will provide active sales support, as will members of Travel Portland's board of directors and other partners.

Number of national sales managers to generate leads, provide face-to-face sales and marketing. The number and location(s) of sales offices.

In addition to its Portland office, Travel Portland maintains three (3) regional offices (Washington, D.C., Chicago, and Kansas City, MO).

The Portland office will house a total of six (6) sales managers and two supervisors, all of whom will participate in face-to-face sales and marketing programs and activities.

Travel Portland's regional convention sales staff will include three (3) regional directors of sales, two located in Washington, D.C., and one located in Chicago. Staff will work from home offices in their respective cities and rely on Portland-based administrative staff when support is required. Each regional sales director will team with Portland-based sales staff on a market-by-market basis to develop leads and convert tentative business to definite. These regional directors of sales will be focused on selling the OCC and Portland as a meeting destination.

Regional sales staff will be responsible for daily face-to-face contact with qualified clients, leading to development of sales leads appropriate to the OCC. Additionally, each staff member will be responsible for identifying and participating in promotional opportunities in their respective cities beneficial to the Portland market and for creating annual "Portland Events" to which area clients and Portland hospitality partners will be invited. Regional staff will be available to assist Portland-based Travel Portland sales staff and other Portland-based hospitality partners in planning and conducting sales trips to their cities or regions.

Travel Portland's regional staff also includes the Convention Business Development Manager position. This research manager will work from a home office in Kansas City, MO.

Marketing

Direct Marketing Activities, Social Media Strategy and Website Development

In Fiscal Year 2016–17, Travel Portland’s direct marketing activities will maximize the impact of the new OCC hotel package while continuing to position Portland as a destination that provides excellent value, transportation options and evening activities, a prime West Coast location, and an industry-leading, sustainable, state-of-the-art convention center.

As outlined below, we will deploy these messages via a strategic mix of direct mail, trade show presence, website development, social and digital content, collateral material, research-driven lead-generation, advertising and public relations.

In FY 16-17, we will execute two separate direct mail campaigns:

- The first, which will target groups that have shown interest in Portland in the past but decided against Portland due to our lack of a convention hotel, will utilize virtual reality to allow planners to explore the under-development hotel, as well as Portland at large.
- The second direct mail program will nurture our relationship with existing, high-yield customers via a “Makers Day” box that celebrates Portland’s unique culture and its appeal to planners and delegates – while also reinforcing the news about the new OCC hotel package.

We will also have an expanded booth presence at a key trade show – IMEX America – and will invest in a larger program with another high-profile meeting, Professional Convention Management Association (PCMA).

Redevelopment of our dedicated website for meeting planners, meetings.travelportland.com, will run in tandem with these efforts. See the “Web site” section below for details.

Social media will further augment our efforts. We will continue to provide inspirational content (a mix of imagery, facts and events) on our consumer- and delegate-facing Facebook, Instagram and Twitter channels, positioning Portland as a place bustling with options and year-round activity. We’ll also push engaging, relevant content to our expanding LinkedIn channel, where we will target and cultivate our meeting planner audience. Lastly, we will continue to welcome OCC-based conventions to Portland via their Twitter hashtags, provide direct support to delegates via our actively monitored Twitter channel, and strategically amplify/share OCC’s social content.

Multi-Cultural and Diverse Lifestyle Marketing Approach

Our annual program of work to secure multicultural and LGBTQ meetings and conventions is a sales-led approach. To support these efforts, the marketing department sharing community-created content and marketing materials specific to minority groups.

For these efforts, we work with firms such as Su Publico and Oregon Convention & Visitor Services Network to provide marketing and public relations support.

And to tell Portland’s multicultural story to planners and delegates in an authentic, community-driven way, Travel Portland will continue to partner with local newspapers and content providers: El Hispanic News, The Asian Reporter, The Portland Chinese Times, Flossin Media (an African-

American lifestyle magazine), PQ Monthly (an LGBTQ publication) and Native American writer Jacqueline Keeler (citizen of Navajo and Yankton Dakota Sioux). These content providers – trusted, authoritative voices within their respective communities – provide regular audits and updates to Travel Portland’s website; assemble the insider insights that fuel our community-specific sales pieces (see work sample #5 in the Appendix); and appear in a series of planner- and delegate-facing videos: TravelPortland.com/thatsmyPDX.

Whether we’re marketing leisure travel or meetings and conventions, Travel Portland includes diverse faces throughout its advertising, social media and collateral material. And to ensure that we reflect Portland’s diversity, we will continue to benchmark and track the quantity – and content – of our social posts, digital articles and print publications. For example, 45% of photos with human subjects posted on TravelPortland.com from June–December 2015 included people of color.

Market Research

Travel Portland utilizes market research to identify and qualify new leads, potential conventions, trade show lists and sales opportunities.

In addition to the Convention Business Development Manager – whose lead-development and list-maximizing efforts were outlined in the Sales portion of Section B – Travel Portland will continue its subscriptions with Smith Travel Research (STR), Trends Analysis Projections (TAP) and Runzheimer International to receive hotel occupancy information, convention business booking pace and comparative city data, respectively. This information allows us to adjust and tailor our marketing and sales activities in response to changes and developments in-market (for example, our recent sales and marketing efforts to capture 2018 bookings).

Our Customer Advisory Board, which includes more than 20 key clients and industry influencers, will continue to provide Travel Portland, OCC and the Portland hospitality community with unvarnished insights and wise counsel.

Web site that provides information to meeting planners about Portland and the OCC

In FY 16-17, we will continue to build on the success of our dedicated website for meeting planners, meetings.travelportland.com, with a significant overhaul guided by current best practices in web design, feedback from our Customer Advisory Board and consultation with our partners at OCC, whose digital presence we will complement.

In particular, we will re-evaluate our content and simplify navigation to more swiftly connect planners with the information they need, across devices, whether they are considering Portland for the first time or they’ve already booked and require assistance with planning. We will also further improve the usability of our popular Venue Finder tool, which planners use to locate meeting space and hotel rooms across the city, and which prominently displays OCC within its search results.

Advertising

Our FY 16-17 advertising plan, created in conjunction with our partners at OCC, will include:

- Online ads — behavioral, contextual and location-based targeting, as well as pay-per-click and keyword match advertising — that generate new interest in OCC and the destination. Our re-targeting efforts then work to encourage further exploration of meetings.travelportland.com. By measuring ad performance (our goal is to exceed the industry benchmark of 0.7% click-through rate) and making in-campaign adjustments, we drive greater traffic, engagement and RFPs on meetings.travelportland.com.
- Print and online advertising with select meeting planner publications to complement the PR team's editorial pitches — and help keep Portland and OCC top-of-mind. *See the Public Relations section below for a list of media targets.*
- Advertising on CVENT, a popular online platform for meeting planners, which is a proven RFP generator for OCC and Travel Portland.

Public Relations

To position Portland as a first-tier meetings destination and secure positive media coverage of the OCC hotel project, Travel Portland will:

- Partner with Metro and Hyatt to finalize and implement a strategic PR plan for the convention center hotel.
- Create a list of priority media pitch topics and areas of focus for the upcoming years, developed in conjunction with the Travel Portland and OCC sales teams.
- Proactively target and host meetings media (see media target list below).
- Maintain and, as needed, create new media-facing content and fact sheets.
- Continue to build on the list of meeting planners who are willing to speak on behalf of Portland as a quality meetings destination.

Top-tier media targets include: Association Conventions & Facilities; Association News; Associations Now; Collinson Media (Collaborate, Connect, Rejuvenate); Convene; Corporate & Incentive Travel; International Meetings Review; The Meeting Professional; Meetings & Conventions; Meetings Focus; Meetings Focus West; Meetings Net; Northwest Meetings + Events; PCMA; Prevue Meetings; Smart Meetings; Successful Meetings; Trade Show Executive; Trade Show Expo; USAE.

Secondary media targets include: BizBash; Corporate Meetings & Incentives; Destination Marketing News; Elite Meetings Magazine; Exhibit City News; Fair Dealer; Fairs & Expos; Hospitality Upgrade; Incentive Magazine; Insurance & Financial Meetings Management; Newsworthy; Small Market Meetings; SMERF Meetings Journal; Special Events Galore; Travel Weekly.

Convention Services

Travel Portland's Convention Services Department, which is an extension of an aggressive sales and marketing program, provides excellent convention service that consistently exceeds meeting planners' expectations by ensuring easy convention implementation, excellent attendance and high levels of delegate satisfaction.

The staffing in the Convention Service Department is comprised of three (3) convention services managers, one (1) convention services coordinator, one (1) housing and reservations manager and one (1) housing and reservations agent who are all supervised by the vice president of services.

Because the convention services managers assist with the sales process, their relationship with Portland-bound meeting planners begins early, thus maximizing our ability to provide industry-leading levels of service. Awarded *Meetings & Conventions Magazine* Gold Service Award for 15 consecutive years, Travel Portland's services include:

- **On-site and local amenities:** Once a convention is on-site in Portland, we work with the meeting planner to ensure that all aspects of the meeting are being fulfilled. The convention services managers assist with VIP transportation; coordinate delegate welcomes; assist with local vendors for unique services; provide and staff information booths at OCC and contracted hotels to assist attendees with recommendations for local restaurants and attractions; distribute promotional material; alert downtown and Lloyd District businesses of the convention's arrival so that convention attendees can be welcomed to the city; and serve as the liaison to city entities and local businesses in order to provide a hassle-free and successful convention.
- **Transportation assistance:** Travel Portland convention services managers also coordinate a unique service by working with Portland's public transportation provider, TriMet, to obtaining and delivering to the meeting planner complimentary MAX light rail passes for their convention attendees to use during their entire conference. This program alleviates most, if not all, transportation costs for the group.
- **Pre-convention sales trips and site visits:** Depending on the size of the convention, the meeting planner and/or convention planning committee will make one or several site visits to Portland to meet with the OCC staff and hotels; select off-site venues; secure necessary services and vendors; meet with the local planning committee; and see to any other details necessary for a successful convention. Travel Portland's convention services managers strive to exceed the expectations of the meeting planner and/or planning committee members during the site visit by coordinating and setting appointments for the site inspection; and securing complimentary or discounted hotel rooms, transportation, meals and entertainment.
- **Pre-convention attendance building services and promotional materials:** A key component to a successful convention for both the meeting planner and the OCC is great attendance. Travel Portland works with meeting planners and OCC to provide attendance-building services to all OCC convention groups. These services include: staffing a promotion booth at the convention the year prior to the event in Portland; providing promotional material (i.e., brochures, maps, TriMet light rail/bus information), photography, videos, and

other content; and generating conference-specific e-newsletters and/or microsites. And as mentioned in the Marketing section, we also provide social media assistance and resources to help meeting planners enhance groups' attendance and on-the-ground experience.

- **Coordination of convention housing:** Travel Portland will continue to provide centralized hotel reservation service for organizations planning on meeting at the OCC. Basic services will be provided on a complimentary basis to these organizations. Because Portland's hotel package usually includes multiple hotels, this housing service is critical in easing the meeting planner's worries and hassles.
- **Special event coordination and servicing needs:** Although the convention services managers work with the meeting planners and the OCC to maximize the utilization of OCC services, facilities and food and beverage, there are times when the meeting planner will need additional services and/or off-site venues to ensure a well-rounded, enticing convention experience for their attendees. The convention services managers work with the meeting planners to provide access to the best and most qualified local vendors and services in Portland. We do this by serving as a broker for goods and services, either connecting the planner directly with businesses or soliciting requests on their behalf. Upon request, Travel Portland also provides access to local bonded registration, cashier and computer personnel.
- **Exit surveys:** To assess customer satisfaction, Travel Portland surveys meeting planners upon completion of their meetings or conventions at OCC.

Other Proposed Activities

As we look to the future of our destination, one additional activity that we will remain invested in is Visitor Development Fund (VDF), which has served OCC and the hospitality community very well over the years, helping fund concessions and buy-downs that helped get decision-makers to the "finish line."

When the VDF was created, it was a one-of-a-kind offering. Since then, other destinations have followed suit and created similar incentive programs. Given this competition – and with the OCC hotel project and additional room inventory coming into the Portland market – the VDF remains critical to our future success.

Annual Goals

The aforementioned program of work will position Travel Portland to continue to meet the agreed-upon annual goals. We look forward to developing these goals in tandem with OCC. More than just reflecting previous results, these new goals will also reflect the ever-changing market conditions.

E. COST/BUDGET

What follows is a budget proposal for \$4 million, inclusive of the Visitor Facility Trust Account contribution, as Metro outlined on Page 8 of its original RFP.

MERC Resources and Marketing Budget				
Description	FY 2016-17	FY 2015-16	Difference	% Chg
Resources				
National Marketing Contract	3,517,763	3,350,000	167,763	5.01%
Enhanced Marketing VDI	482,237	472,781	9,456	2.00%
Total Resources	\$ 4,000,000	\$ 3,822,781	177,219	4.64%
Expenses				
<u>Direct Sales:</u>				
<u>Portland office:</u>				
Personnel Costs	1,045,054	1,070,992	(25,938)	-2.42%
Direct expenses	122,714	117,995	4,720	4.00%
Total Portland office	1,167,768	1,188,987	(21,218)	-1.78%
<u>Washington DC office:</u>				
Personnel Costs	248,000	246,480	1,520	0.62%
DC client events	13,000	13,000	-	-
Direct expenses	60,725	58,388	2,337	4.00%
Total DC office	321,725	317,868	3,857	1.21%
<u>Chicago office:</u>				
Personnel Costs	120,000	118,400	1,600	1.35%
Chicago client events	12,000	12,000	-	-
Direct expenses	19,857	19,093	764	4.00%
Total Chicago expenses	151,857	149,493	2,364	1.58%
Fail & Spring Farm	113,000	93,000	20,000	21.51%
Site Visits	72,500	72,500	-	-
Bid/Sales Trips	44,800	30,000	14,800	49.33%
Local Promotions	9,000	6,000	3,000	50.00%
Tradeshows	307,233	287,233	20,000	6.96%
Road Shows/Client Events-Chicago & Washington DC	95,000	65,000	30,000	46.15%
Research/Lead Generation	47,840	39,000	8,840	22.67%
Three City Alliance	60,000	55,000	5,000	9.09%
Advisory Council	80,000	50,000	30,000	60.00%
Minority Sales	55,450	50,450	5,000	9.91%
Sub-Total	864,823	748,183	116,640	15.59%
Total Direct Sales	2,506,173	2,404,531	101,642	4.23%
<u>Marketing:</u>				
Personnel Costs	129,144	118,444	10,700	9.03%
Website, E-Marketing, Photography, Content	150,249	150,249	-	-
Convention Marketing & Direct Mail	405,500	325,000	80,500	24.77%
Minority Marketing	49,500	49,500	-	-
Total Marketing	734,393	643,193	91,200	14.18%
<u>Public Relations</u>				
Personnel Costs	19,249	24,439	(5,190)	-21.24%
PR Agency	50,000	50,000	-	-
Media Outreach, Writer/Editor	44,411	44,411	-	-
Minority PR	60,000	60,000	-	-
Total PR	173,660	178,850	(5,190)	-2.90%
<u>Convention Services:</u>				
Personnel Costs, including Conv Housing	321,069	277,779	43,290	15.58%
Pre-Con Site Visits	24,775	23,847	928	3.89%
Attendance Building trips	10,875	10,875	-	-
Convention Housing	49,500	49,500	-	-
Total Convention Services	406,219	362,000	44,219	12.21%
<u>Contract Administration:</u>				
Personnel Costs	179,557	234,207	(54,651)	-23.33%
Total Contract Admin	179,557	234,207	(54,651)	-23.33%
Total Budget	\$ 4,000,000	\$ 3,822,781	\$ 177,219	4.64%

Travel Portland Marketing Contract for FY 2016-17

Anticipated Hours for Professional Services:	Hours	Rate	Amount	Total
<u>Direct Sales: (Portland)</u>				
President & CEO*	75	182.00	13,652	
EVP for Convention & Tourism Sales	1,300	140.00	182,001	
VP Convention Sales	1,300	106.00	137,800	
Citywide Revenue Manager	-	90.00	-	
Sales Managers - Portland Office	10,000	57.00	570,000	
Meeting & Events Manager	600	41.00	24,600	
Sales Assistants	3,900	30.00	117,001	1,045,054
<u>Direct Sales: Washington DC</u>				
Regional Director of Sales--DC Office	3,100	80.00	248,000	248,000
<u>Direct Sales: Chicago</u>				
Regional Director of Sales--Chicago	1,600	75.00	120,000	120,000
<u>Marketing:</u>				
President & CEO*	25	182.00	4,545	
EVP for Convention & Tourism Sales	100	140.00	14,001	
EVP for Marketing and Public Relations	250	140.00	34,998	
VP Convention Sales	50	106.00	5,300	
Marketing/Web Coordinator	800	30.00	24,000	
Director of Online Strategy	300	56.00	16,800	
Editor & Content Strategist	300	56.00	16,800	
Marketing Director	200	56.00	11,200	
Sales Assistants	50	30.00	1,500	129,144
<u>PR & Communication:</u>				
EVP for Marketing and Public Relations	40	140.00	5,597	
VP Convention Sales	-	106.00	-	
VP of Communications & PR	100	75.00	7,502	
Communications & PR Managers	150	41.00	6,151	19,249
<u>Convention Services:</u>				
President & CEO*	5	182.00	910	
EVP for Convention & Tourism Sales	100	140.00	14,006	
VP Convention Sales	100	106.00	10,600	
VP Services	1,300	75.00	97,502	
Convention Services Account Managers	1,750	41.00	71,751	
Convention Housing Manager	1,800	41.00	73,801	
Services Assistant	1,750	30.00	52,500	321,069
<u>Contract Administration:</u>				
President & CEO*	450	182.00	81,900	
EVP for Convention & Tourism Sales	75	140.00	10,507	
EVP for Finance & Operations	250	140.00	35,001	
VP Convention Sales	200	106.00	21,200	
VP Services	100	75.00	7,499	
Director of Community & Cultural Relations	50	75.00	3,749	
Finance Mgr. & Senior Finance Mgr.	200	46.00	9,200	
Executive Assistant	300	35.00	10,500	179,556
Total Professional Services Costs				2,062,072

METROPOLITAN EXPOSITION RECREATION COMMISSION
Resolution No. 16-21

For the purpose of approving rental rates at the Oregon Convention Center (OCC) for Fiscal Years 2020-2021, 2021-2022 and 2022-2023.

WHEREAS, the Metropolitan Exposition Recreation Commission (MERC) sets facility rental rates for the MERC venues, and;

WHEREAS, OCC seeks increased rental rates for fiscal years 2020-2021, 2021-2022 and 2022-2023 for events scheduled after June 30, 2020 based upon OCC's average rate increase every three years and current business trends.

BE IT THEREFORE RESOLVED, that the Metropolitan Exposition Recreation Commission approves the Oregon Convention Center's rental rates, per Attachment A, for fiscal years 2020-2021, 2021-2022 and 2022-2023:

Passed by the Commission on July 6, 2016.

Approved as to form:

Alison R. Kean, Metro Attorney

_____ Chair

By: _____

Nathan A. S. Sykes, Deputy Metro Attorney

_____ Secretary/Treasurer

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of approving the Oregon Convention Center rental rates for fiscal years 2020-2021, 2021-2022 and 2022-2023.

Resolution No: 16-21

Presented by: Scott Cruickshank

Date: July 6, 2016

Background and Analysis: In an effort to remain competitive while at the same time maximizing revenue opportunities, the Oregon Convention Center staff reviewed our average historical rental rate increases and are proposing a rental rate increase beginning July 1, 2020 – June 30, 2023. This increase is in alignment with our average increase every three years and current business trends. The timeframe of the opening of the headquarter hotel, along with being able to sell city-wide conventions, aligns with the timing of the suggested rental increase.

Establishing rates for a three-year period allows current and potential clients to plan accordingly for increases as well as OCC staff to prepare for the budget planning process. Many OCC clients need advance bid pricing or guaranteed rates for conventions. The proposed rate increases would be guaranteed for three years beginning in the fiscal year 2020-2021.

FISCAL IMPACT: Increases would affect fiscal year 2020-2021 with the initial increases averaging approximately ten percent. Fiscal years 2021-2022 and 2022-2023 would remain flat.

Attachments to the Staff Report: Attachment A reflects proposed rates for exhibit halls, ballrooms and meeting spaces with comparison to past years. The proposal also outlines flat rates for convention business and non-convention business, as well as square footage rates for show utilization for exhibit halls in a tradeshow format.

RECOMMENDATION: Staff recommends that the Metropolitan Exposition-Recreation Commission, by Resolution No. 16-21, approve the proposed rental rates for the Oregon Convention Center through June 30, 2023, as outlined in Attachment A.

Exhibit Hall							
Non-convention							
NAME OF ROOM	SQUARE SQ. FT.	NEW FLAT RENT	NEW FLAT RENT	NEW FLAT RENT	NEW FLAT RENT	NEW FLAT RENT	
		<u>07.01.07</u>	<u>07.01.10</u>	<u>07.01.13</u>	<u>07.01.17</u>	<u>07.01.20</u>	
		<u>INCREASE</u>	<u>INCREASE</u>	<u>INCREASE</u>	<u>INCREASE</u>	<u>INCREASE</u>	
		<u>9.2%</u>	<u>8.3%</u>	<u>9.1%</u>	<u>9.4%</u>	<u>10.0%</u>	
Exhibit Halls							Exhibit Halls
A, A1, B or E	30000	\$3,000	\$3,250	\$3,550	\$3,950	\$4,350	A, A1, B or E
A/A1, A1/B	60000	\$6,000	\$6,500	\$7,100	\$7,900	\$8,700	A/A1, A1/B
C or D	61000	\$6,200	\$6,700	\$7,300	\$8,050	\$8,850	C or D
A/A1/B	90000	\$9,375	\$10,000	\$10,900	\$11,900	\$13,100	A/A1/B
B/C or D/E	93000	\$9,600	\$10,200	\$11,250	\$12,250	\$13,500	B/C or D/E
A1/B/C	124000	\$12,900	\$13,700	\$14,950	\$16,350	\$18,000	A1/B/C
C/D	130000	\$13,450	\$14,300	\$15,600	\$17,100	\$18,850	C/D
A/A1/B/C	155000	\$16,050	\$17,000	\$18,550	\$20,400	\$22,450	A/A1/B/C
B/C/D or C/D/E	162000	\$16,800	\$17,800	\$19,400	\$21,350	\$23,500	B/C/D or C/D/E
B/C/D/E or A1/B/C/D	195000	\$20,200	\$21,600	\$22,550	\$25,650	\$28,200	B/C/D/E or A1/B/C/D
A/A1/B/C/D	222000	\$23,000	\$24,450	\$26,700	\$29,250	\$32,200	A/A1/B/C/D
A1/B/C/D/E	225000	\$23,000	\$24,450	\$26,700	\$29,250	\$32,200	A1/B/C/D/E
A/A1/B/C/D/E	255000	\$26,500	\$28,100	\$30,650	\$33,550	\$36,900	A/A1/B/C/D/E
Convention							
NAME OF ROOM	SQUARE SQ. FT.	NEW FLAT RENT	NEW FLAT RENT	NEW FLAT RENT	NEW FLAT RENT	NEW FLAT RENT	
		<u>07.01.07</u>	<u>07.01.10</u>	<u>07.01.13</u>	<u>07.01.17</u>	<u>07.01.20</u>	
		<u>INCREASE</u>	<u>INCREASE</u>	<u>INCREASE</u>	<u>INCREASE</u>	<u>INCREASE</u>	
		<u>4.5%</u>	<u>9.8%</u>	<u>9.6%</u>	<u>11.6%</u>	<u>10.0%</u>	
Exhibit Halls							Exhibit Halls
A, A1, B or E	30000	\$2,300	\$2,550	\$2,800	\$3,200	\$3,500	A, A1, B or E
A/A1, A1/B	60000	\$4,600	\$5,100	\$5,600	\$6,400	\$7,000	A/A1, A1/B
C or D	61000	\$4,750	\$5,250	\$5,800	\$6,500	\$7,150	C or D
A/A1/B	90000	\$7,200	\$7,950	\$8,700	\$9,600	\$10,550	A/A1/B
B/C or D/E	93000	\$7,400	\$8,200	\$9,000	\$9,950	\$10,950	B/C or D/E
A1/B/C	124000	\$9,900	\$10,900	\$11,950	\$13,250	\$14,600	A1/B/C
C/D	130000	\$10,350	\$11,400	\$12,500	\$13,950	\$15,350	C/D
A/A1/B/C	155000	\$12,350	\$13,550	\$14,850	\$16,600	\$18,250	A/A1/B/C
B/C/D or C/D/E	162000	\$12,900	\$14,200	\$15,550	\$17,400	\$19,150	B/C/D or C/D/E
B/C/D/E or A1/B/C/D	195000	\$15,550	\$17,200	\$18,850	\$20,800	\$22,900	B/C/D/E or A1/B/C/D
A/A1/B/C/D	222000	\$17,700	\$19,500	\$21,400	\$23,650	\$26,000	A/A1/B/C/D
A1/B/C/D/E	225000	\$17,700	\$19,500	\$21,400	\$23,650	\$26,000	A1/B/C/D/E
A/A1/B/C/D/E	255000	\$20,400	\$22,400	\$24,550	\$27,400	\$30,150	A/A1/B/C/D/E

Ballroom							
Non-convention							
NAME OF ROOM	SQUARE FOOT	NEW RENT	NEW RENT	NEW RENT	NEW RENT	NEW RENT	
		<u>7.1.07</u>	<u>7.1.10</u>	<u>7.1.13</u>	<u>7.1.17</u>	<u>7.1.20</u>	
		<u>INCREASE</u>	<u>INCREASE</u>	<u>INCREASE</u>	<u>INCREASE</u>	<u>INCREASE</u>	
		<u>10.5%</u>	<u>9.4%</u>	<u>10.0%</u>	<u>7.8%</u>	<u>8.5%</u>	
Oregon Ballroom							Oregon Ballroom
201, 202, 203, 204	6300	\$1,600	\$1,750	\$1,925	\$2,075	\$2,250	201, 202, 203, 204
201-202, 202-203, 203-204	12600	\$3,200	\$3,500	\$3,850	\$4,150	\$4,500	201-202, 202-203, 203-204
201-203, 202-204	18900	\$4,800	\$5,250	\$5,775	\$6,225	\$6,750	201-203, 202-204
201-204	25200	\$6,400	\$7,000	\$7,700	\$8,300	\$9,000	201-204
Portland Ballroom							Portland Ballroom
251 or 256	4000	\$1,050	\$1,150	\$1,250	\$1,350	\$1,475	251 or 256
253, 254, 257 or 258	4200	\$1,100	\$1,200	\$1,300	\$1,400	\$1,525	253, 254, 257 or 258
252 or 255	4700	\$1,200	\$1,300	\$1,400	\$1,500	\$1,625	252 or 255
251-258 or 256-257	8200	\$2,150	\$2,350	\$2,550	\$2,750	\$3,000	251-258 or 256-257
253-254 or 253-258 or 254-257	8400	\$2,200	\$2,400	\$2,600	\$2,800	\$3,050	253-254 or 253-258 or 254-257
251-252 or 255-256	8700	\$2,250	\$2,450	\$2,650	\$2,850	\$3,100	251-252 or 255-256
252-253 or 254-255	8900	\$2,300	\$2,500	\$2,700	\$2,900	\$3,150	252-253 or 254-255
251-257-258 or 256-257-258	12400	\$3,200	\$3,500	\$3,800	\$4,100	\$4,525	251-257-258 or 256-257-258
252-253-254 or 253-254-255	13100	\$3,400	\$3,700	\$4,000	\$4,300	\$4,675	252-253-254 or 253-254-255
251-256-257-258	16400	\$4,300	\$4,700	\$5,100	\$5,400	\$6,000	251-256-257-258
253-254-257-258	16800	\$4,400	\$4,800	\$5,200	\$5,600	\$6,100	253-254-257-258
251-252-253-258 or 254-255-256-257	17100	\$4,450	\$4,850	\$5,250	\$5,650	\$6,150	251-252-253-258 or 254-255-256-257
252-253-254-255	17800	\$4,600	\$5,000	\$5,400	\$5,800	\$6,300	252-253-254-255
251-252-253-254-257-258	25500	\$6,600	\$7,200	\$7,800	\$8,400	\$9,200	251-252-253-254-257-258
253-254-255-256-257-258	25500	\$6,600	\$7,200	\$7,800	\$8,400	\$9,200	253-254-255-256-257-258
251-252-253-254-255-256-257-258	34200	\$8,900	\$9,700	\$10,500	\$11,300	\$12,300	251-252-253-254-255-256-257-258

Attachment A: Ballroom Rent for 2007-2017

<u>Ballroom</u>							
Convention							
NAME OF ROOM	SQUARE FOOT	NEW RENT <u>7.1.07</u>	NEW RENT <u>7.1.10</u>	NEW RENT <u>7.1.13</u>	NEW RENT <u>7.1.17</u>	NEW RENT <u>7.1.20</u>	
		<u>INCREASE</u>	<u>INCREASE</u>	<u>INCREASE</u>	<u>INCREASE</u>	<u>INCREASE</u>	
		<u>18.2%</u>	<u>7.7%</u>	<u>7.2%</u>	<u>8.5%</u>	<u>12.0%</u>	
Oregon Ballroom							Oregon Ballroom
201, 202, 203, 204	6300	\$1,300	\$1,400	\$1,550	\$1,675	\$1,875	201, 202, 203, 204
201-202, 202-203, 203-204	12600	\$2,600	\$2,800	\$3,100	\$3,350	\$3,750	201-202, 202-203, 203-204
201-203, 202-204	18900	\$3,900	\$4,200	\$4,350	\$5,025	\$5,625	201-203, 202-204
201-204	25200	\$5,200	\$5,600	\$6,200	\$6,700	\$7,500	201-204
Portland Ballroom							Portland Ballroom
251 or 256	4000	\$850	\$925	\$1,025	\$1,125	\$1,250	251 or 256
253, 254, 257 or 258	4200	\$900	\$975	\$1,075	\$1,175	\$1,300	253, 254, 257 or 258
252 or 255	4700	\$1,000	\$1,075	\$1,175	\$1,275	\$1,400	252 or 255
251-258 or 256-257	8200	\$1,750	\$1,900	\$2,100	\$2,300	\$2,550	251-258 or 256-257
253-254 or 253-258 or 254-257	8400	\$1,800	\$1,950	\$2,150	\$2,350	\$2,600	253-254 or 253-258 or 254-257
251-252 or 255-256	8700	\$1,850	\$2,000	\$2,200	\$2,400	\$2,650	251-252 or 255-256
252-253 or 254-255	8900	\$1,900	\$2,050	\$2,250	\$2,450	\$2,700	252-253 or 254-255
251-257-258 or 256-257-258	12400	\$2,600	\$2,825	\$3,125	\$3,475	\$3,850	251-257-258 or 256-257-258
252-253-254 or 253-254-255	13100	\$2,800	\$3,025	\$3,325	\$3,625	\$4,000	252-253-254 or 253-254-255
251-256-257-258	16400	\$3,500	\$3,800	\$4,200	\$4,600	\$5,100	251-256-257-258
253-254-257-258	16800	\$3,600	\$3,900	\$4,300	\$4,700	\$5,200	253-254-257-258
251-252-253-258 or 254-255-256-257	17100	\$3,650	\$3,950	\$4,350	\$4,750	\$5,250	251-252-253-258 or 254-255-256-257
252-253-254-255	17800	\$3,800	\$4,100	\$4,500	\$4,900	\$5,400	252-253-254-255
251-252-253-254-257-258	25500	\$5,400	\$5,850	\$6,450	\$7,100	\$7,850	251-252-253-254-257-258
253-254-255-256-257-258	25500	\$5,400	\$5,850	\$6,450	\$7,100	\$7,850	253-254-255-256-257-258
251-252-253-254-255-256-257-258	34200	\$7,300	\$7,900	\$8,700	\$9,500	\$10,500	251-252-253-254-255-256-257-258

Meeting Rooms							
Non-Convention							
NAME OF ROOM	SQUARE	NEW	NEW	NEW	NEW	NEW	NAME OF ROOM
	FOOT	RENT	RENT	RENT	RENT	RENT	
		7.1.07	7.1.10	7.1.13	7.1.17	7.1.20	
		INCREASE	INCREASE	INCREASE	INCREASE	INCREASE	
		10.4%	9.6%	10.2%	10.5%	10.0%	
A101, A102, C127 C128		\$ 75.00	\$ 75.00	\$ 90.00	\$ 90.00	\$ 100.00	A101, A102, C127 C128
A103 C126	621	\$ 180.00	\$ 200.00	\$ 220.00	\$ 240.00	\$ 264.00	A103 C126
A104 C125	756	\$ 220.00	\$ 230.00	\$ 260.00	\$ 290.00	\$ 319.00	A104 C125
A103-104 C125-126	1377	\$ 400.00	\$ 430.00	\$ 480.00	\$ 530.00	\$ 583.00	A103-104 C125-126
A105 C124	1874	\$ 545.00	\$ 600.00	\$ 650.00	\$ 720.00	\$ 792.00	A105 C124
A106 C123	2231	\$ 650.00	\$ 710.00	\$ 780.00	\$ 860.00	\$ 946.00	A106 C123
A105-106 C123-124	4105	\$ 1,195.00	\$ 1,310.00	\$ 1,430.00	\$ 1,580.00	\$ 1,738.00	A105-106 C123-124
A107 C122	826	\$ 240.00	\$ 260.00	\$ 290.00	\$ 320.00	\$ 352.00	A107 C122
A108 C121	737	\$ 215.00	\$ 240.00	\$ 260.00	\$ 290.00	\$ 319.00	A108 C121
A107-108 C121-122	1563	\$ 455.00	\$ 500.00	\$ 550.00	\$ 610.00	\$ 671.00	A107-108 C121-122
A109 C120	783	\$ 230.00	\$ 250.00	\$ 270.00	\$ 300.00	\$ 330.00	A109 C120
A108-109 C120-121	1520	\$ 445.00	\$ 490.00	\$ 530.00	\$ 590.00	\$ 649.00	A108-109 C120-121
A107-109 C120-122	2346	\$ 685.00	\$ 750.00	\$ 820.00	\$ 910.00	\$ 1,001.00	A107-109 C120-122
B110 B119	783	\$ 230.00	\$ 250.00	\$ 270.00	\$ 300.00	\$ 330.00	B110
B111 B118	737	\$ 215.00	\$ 240.00	\$ 260.00	\$ 290.00	\$ 319.00	B111
B110-111 B118-119	1520	\$ 445.00	\$ 490.00	\$ 530.00	\$ 590.00	\$ 649.00	B110-111
B112 B117	937	\$ 275.00	\$ 300.00	\$ 330.00	\$ 360.00	\$ 396.00	B112
B111-112 B117-118	1674	\$ 490.00	\$ 540.00	\$ 590.00	\$ 650.00	\$ 715.00	B111-112
B110-112 B117-119	2457	\$ 720.00	\$ 790.00	\$ 860.00	\$ 950.00	\$ 1,045.00	B110 - 111 - 112
B113 B116	1665	\$ 485.00	\$ 530.00	\$ 580.00	\$ 640.00	\$ 704.00	B113 B116
B114 B115	1170	\$ 340.00	\$ 370.00	\$ 410.00	\$ 450.00	\$ 495.00	B114 B115
B113-114 B115-116	2835	\$ 825.00	\$ 900.00	\$ 990.00	\$ 1,090.00	\$ 1,199.00	B113-114, 115-116
B114-115	2340	\$ 680.00	\$ 740.00	\$ 820.00	\$ 900.00	\$ 990.00	B114-115
B113-115 B114-116	4005	\$ 1,165.00	\$ 1,270.00	\$ 1,400.00	\$ 1,540.00	\$ 1,694.00	B113 - 114 - 115
B113 - 114 - 115 - 116	5670	\$ 1,650.00	\$ 1,800.00	\$ 1,980.00	\$ 2,180.00	\$ 2,398.00	B113 - 114 - 115 - 116
D129	785	\$ 230.00	\$ 250.00	\$ 270.00	\$ 300.00	\$ 330.00	D129
D130	1024	\$ 295.00	\$ 320.00	\$ 360.00	\$ 400.00	\$ 440.00	D130

Attachment A: Meeting Room Rent 2007-2017

D131	1228	\$ 355.00	\$ 390.00	\$ 430.00	\$ 470.00	\$ 517.00	D131
D132	1010	\$ 290.00	\$ 320.00	\$ 360.00	\$ 400.00	\$ 440.00	D132
D133 E148	811	\$ 235.00	\$ 260.00	\$ 280.00	\$ 310.00	\$ 341.00	D133 E148
D134 E147	647	\$ 185.00	\$ 200.00	\$ 220.00	\$ 240.00	\$ 264.00	D134 E147
D135 E146	1386	\$ 405.00	\$ 450.00	\$ 490.00	\$ 540.00	\$ 594.00	D135 E146
D136 E145	1818	\$ 520.00	\$ 570.00	\$ 640.00	\$ 700.00	\$ 770.00	D136 E145
D137 E144	983	\$ 285.00	\$ 300.00	\$ 340.00	\$ 380.00	\$ 418.00	D137 E144
D138 E143	940	\$ 275.00	\$ 300.00	\$ 340.00	\$ 380.00	\$ 418.00	D138 E143
D139 E142	958	\$ 280.00	\$ 300.00	\$ 340.00	\$ 380.00	\$ 418.00	D139 E142
D140	814	\$ 235.00	\$ 260.00	\$ 280.00	\$ 310.00	\$ 341.00	D140
D129-130	1809	\$ 530.00	\$ 580.00	\$ 630.00	\$ 700.00	\$ 770.00	D129-130
D131-132	2238	\$ 645.00	\$ 710.00	\$ 790.00	\$ 870.00	\$ 957.00	D131-132
D133-134 E147-148	1458	\$ 420.00	\$ 460.00	\$ 500.00	\$ 550.00	\$ 605.00	D133-134 E147-148
D135-136 E145-146	3204	\$ 925.00	\$ 1,020.00	\$ 1,130.00	\$ 1,240.00	\$ 1,364.00	D135-136 E145-146
D137-138 E143-144	1923	\$ 560.00	\$ 600.00	\$ 680.00	\$ 760.00	\$ 836.00	D137-138 E143-144
D138-139 E142-143	1898	\$ 555.00	\$ 600.00	\$ 680.00	\$ 760.00	\$ 836.00	D138-139 E142-143
D137-139 E142-144	2881	\$ 840.00	\$ 900.00	\$ 1,020.00	\$ 1,140.00	\$ 1,254.00	D137-139 E142-144
D137-140	3695	\$ 1,075.00	\$ 1,160.00	\$ 1,300.00	\$ 1,450.00	\$ 1,595.00	D137-140
D138-140	2712	\$ 790.00	\$ 860.00	\$ 960.00	\$ 1,070.00	\$ 1,177.00	D138-140
D139-140	1772	\$ 515.00	\$ 560.00	\$ 620.00	\$ 690.00	\$ 759.00	D139-140
E141	1212	\$ 350.00	\$ 380.00	\$ 420.00	\$ 460.00	\$ 506.00	E141
E141-142	2170	\$ 630.00	\$ 680.00	\$ 760.00	\$ 840.00	\$ 924.00	E141-142
E141-143	3110	\$ 905.00	\$ 980.00	\$ 1,100.00	\$ 1,220.00	\$ 1,342.00	E141-143
E141-144	4093	\$ 1,190.00	\$ 1,280.00	\$ 1,440.00	\$ 1,600.00	\$ 1,760.00	E141-144
F149 F152	1158	\$ 330.00	\$ 360.00	\$ 400.00	\$ 440.00	\$ 484.00	F149 F152
F150 F151	1875	\$ 545.00	\$ 600.00	\$ 660.00	\$ 730.00	\$ 803.00	F150 F151
F149-150 F151-152	3033	\$ 875.00	\$ 960.00	\$ 1,060.00	\$ 1,170.00	\$ 1,287.00	F149-150 F151-152
F149-151 F150-152	4908	\$ 1,420.00	\$ 1,560.00	\$ 1,720.00	\$ 1,900.00	\$ 2,090.00	F149-151 F150-152
F150-151	3750	\$ 1,090.00	\$ 1,200.00	\$ 1,320.00	\$ 1,460.00	\$ 1,606.00	F150-151
F149-F152	6066	\$ 1,750.00	\$ 1,920.00	\$ 2,120.00	\$ 2,340.00	\$ 2,574.00	F149-F152
			\$ -				
A series A101-109	8256	\$ 2,430.00	\$ 2,640.00	\$ 2,910.00	\$ 3,200.00	\$ 3,520.00	A series A101-109
B series B110-119	10584	\$ 3,090.00	\$ 3,380.00	\$ 3,700.00	\$ 4,080.00	\$ 4,488.00	B series B110-119
C series C120-128	8256	\$ 2,430.00	\$ 2,640.00	\$ 2,910.00	\$ 3,200.00	\$ 3,520.00	C series C120-128
D series D129-140	10595	\$ 3,595.00	\$ 3,930.00	\$ 4,350.00	\$ 4,810.00	\$ 5,291.00	D series D129-140
E series E141-148	8755	\$ 2,535.00	\$ 2,760.00	\$ 3,030.00	\$ 3,390.00	\$ 3,729.00	E series E141-148
F series F149-152	6066	\$ 1,750.00	\$ 1,920.00	\$ 2,120.00	\$ 2,340.00	\$ 2,574.00	F series F149-152
		\$ 15,830.00	\$ 17,270.00	\$ 19,020.00	\$ 21,020.00	\$ 23,122.00	

Meeting Rooms							
Convention							
NAME OF ROOM	SQUARE	NEW	NEW	NEW	NEW	NEW	NAME OF ROOM
	FOOT	RENT	RENT	RENT	RENT	RENT	
		7.1.07	7.1.10	7.1.13	7.1.17	7.1.17	
		INCREASE	INCREASE	INCREASE	INCREASE	INCREASE	
		10.9%	12.1%	14.5%	12.7%	15.0%	
A101, A102, C127 C128		\$ 75.00	\$ 75.00	\$ 85.00	\$ 85.00	\$ 97.75	A101, A102, C127 C128
A103 C126	621	\$ 140.00	\$ 160.00	\$ 180.00	\$ 200.00	\$ 230.00	A103 C126
A104 C125	756	\$ 175.00	\$ 190.00	\$ 220.00	\$ 250.00	\$ 287.50	A104 C125
A103-104 C125-126	1377	\$ 315.00	\$ 350.00	\$ 400.00	\$ 450.00	\$ 517.50	A103-104 C125-126
A105 C124	1874	\$ 430.00	\$ 470.00	\$ 540.00	\$ 610.00	\$ 701.50	A105 C124
A106 C123	2231	\$ 515.00	\$ 570.00	\$ 650.00	\$ 730.00	\$ 839.50	A106 C123
A105-106 C123-124	4105	\$ 945.00	\$ 1,040.00	\$ 1,190.00	\$ 1,340.00	\$ 1,541.00	A105-106 C123-124
A107 C122	826	\$ 190.00	\$ 210.00	\$ 240.00	\$ 270.00	\$ 310.50	A107 C122
A108 C121	737	\$ 170.00	\$ 190.00	\$ 210.00	\$ 250.00	\$ 287.50	A108 C121
A107-108 C121-122	1563	\$ 360.00	\$ 400.00	\$ 450.00	\$ 520.00	\$ 598.00	A107-108 C121-122
A109 C120	783	\$ 180.00	\$ 200.00	\$ 230.00	\$ 260.00	\$ 299.00	A109 C120
A108-109 C120-121	1520	\$ 350.00	\$ 390.00	\$ 440.00	\$ 510.00	\$ 586.50	A108-109 C120-121
A107-109 C120-122	2346	\$ 540.00	\$ 600.00	\$ 680.00	\$ 780.00	\$ 897.00	A107-109 C120-122
B110 B119	783	\$ 180.00	\$ 200.00	\$ 230.00	\$ 260.00	\$ 299.00	B110
B111 B118	737	\$ 170.00	\$ 190.00	\$ 210.00	\$ 250.00	\$ 287.50	B111
B110-111 B118-119	1520	\$ 350.00	\$ 390.00	\$ 440.00	\$ 510.00	\$ 586.50	B110-111
B112 B117	937	\$ 215.00	\$ 240.00	\$ 270.00	\$ 300.00	\$ 345.00	B112
B111-112 B117-118	1674	\$ 385.00	\$ 430.00	\$ 480.00	\$ 550.00	\$ 632.50	B111-112
B110-112 B117-119	2457	\$ 565.00	\$ 630.00	\$ 710.00	\$ 810.00	\$ 931.50	B110 - 111 - 112
B113 B116	1665	\$ 385.00	\$ 420.00	\$ 480.00	\$ 540.00	\$ 621.00	B113 B116
B114 B115	1170	\$ 270.00	\$ 300.00	\$ 340.00	\$ 380.00	\$ 437.00	B114 B115
B113-114 B115-116	2835	\$ 655.00	\$ 720.00	\$ 820.00	\$ 920.00	\$ 1,058.00	B113-114, 115-116
B114-115	2340	\$ 540.00	\$ 600.00	\$ 680.00	\$ 760.00	\$ 874.00	B114-115
B113-115 B114-116	4005	\$ 925.00	\$ 1,020.00	\$ 1,160.00	\$ 1,300.00	\$ 1,495.00	B113 - 114 - 115
B113 - 114 - 115 - 116	5670	\$ 1,310.00	\$ 1,440.00	\$ 1,640.00	\$ 1,840.00	\$ 2,116.00	B113 - 114 - 115 - 116
D129	785	\$ 180.00	\$ 200.00	\$ 230.00	\$ 260.00	\$ 299.00	D129
D130	1024	\$ 230.00	\$ 260.00	\$ 300.00	\$ 340.00	\$ 391.00	D130

Attachment A: Meeting Room Rent 2007-2017

D131	1228	\$ 285.00	\$ 310.00	\$ 360.00	\$ 400.00	\$ 460.00	D131
D132	1010	\$ 230.00	\$ 260.00	\$ 300.00	\$ 340.00	\$ 391.00	D132
D133 E148	811	\$ 185.00	\$ 210.00	\$ 240.00	\$ 260.00	\$ 299.00	D133 E148
D134 E147	647	\$ 150.00	\$ 160.00	\$ 180.00	\$ 200.00	\$ 230.00	D134 E147
D135 E146	1386	\$ 320.00	\$ 350.00	\$ 400.00	\$ 460.00	\$ 529.00	D135 E146
D136 E145	1818	\$ 420.00	\$ 460.00	\$ 530.00	\$ 600.00	\$ 690.00	D136 E145
D137 E144	983	\$ 225.00	\$ 240.00	\$ 280.00	\$ 320.00	\$ 368.00	D137 E144
D138 E143	940	\$ 215.00	\$ 240.00	\$ 280.00	\$ 320.00	\$ 368.00	D138 E143
D139 E142	958	\$ 220.00	\$ 240.00	\$ 280.00	\$ 320.00	\$ 368.00	D139 E142
D140	814	\$ 185.00	\$ 210.00	\$ 240.00	\$ 270.00	\$ 310.50	D140
D129-130	1809	\$ 410.00	\$ 460.00	\$ 530.00	\$ 600.00	\$ 690.00	D129-130
D131-132	2238	\$ 515.00	\$ 570.00	\$ 660.00	\$ 740.00	\$ 851.00	D131-132
D133-134 E147-148	1458	\$ 335.00	\$ 370.00	\$ 420.00	\$ 460.00	\$ 529.00	D133-134 E147-148
D135-136 E145-146	3204	\$ 740.00	\$ 810.00	\$ 930.00	\$ 1,060.00	\$ 1,219.00	D135-136 E145-146
D137-138 E143-144	1923	\$ 440.00	\$ 480.00	\$ 560.00	\$ 640.00	\$ 736.00	D137-138 E143-144
D138-139 E142-143	1898	\$ 435.00	\$ 480.00	\$ 560.00	\$ 640.00	\$ 736.00	D138-139 E142-143
D137-139 E142-144	2881	\$ 660.00	\$ 720.00	\$ 840.00	\$ 960.00	\$ 1,104.00	D137-139 E142-144
D137-140	3695	\$ 845.00	\$ 930.00	\$ 1,080.00	\$ 1,230.00	\$ 1,414.50	D137-140
D138-140	2712	\$ 620.00	\$ 690.00	\$ 800.00	\$ 910.00	\$ 1,046.50	D138-140
D139-140	1772	\$ 405.00	\$ 450.00	\$ 520.00	\$ 590.00	\$ 678.50	D139-140
E141	1212	\$ 280.00	\$ 310.00	\$ 350.00	\$ 390.00	\$ 448.50	E141
E141-142	2170	\$ 500.00	\$ 550.00	\$ 630.00	\$ 710.00	\$ 816.50	E141-142
E141-143	3110	\$ 715.00	\$ 790.00	\$ 910.00	\$ 1,030.00	\$ 1,184.50	E141-143
E141-144	4093	\$ 940.00	\$ 1,030.00	\$ 1,190.00	\$ 1,350.00	\$ 1,552.50	E141-144
F149 F152	1158	\$ 265.00	\$ 290.00	\$ 340.00	\$ 370.00	\$ 425.50	F149 F152
F150 F151	1875	\$ 430.00	\$ 470.00	\$ 540.00	\$ 620.00	\$ 713.00	F150 F151
F149-150 F151-152	3033	\$ 695.00	\$ 760.00	\$ 880.00	\$ 990.00	\$ 1,138.50	F149-150 F151-152
F149-151 F150-152	4908	\$ 1,125.00	\$ 1,230.00	\$ 1,420.00	\$ 1,610.00	\$ 1,851.50	F149-151 F150-152
F150-151	3750	\$ 860.00	\$ 940.00	\$ 1,080.00	\$ 1,240.00	\$ 1,426.00	F150-151
F149-F152	6066	\$ 1,390.00	\$ 1,520.00	\$ 1,760.00	\$ 1,980.00	\$ 2,277.00	F149-F152
			\$ -				
A series A101-109	8256	\$ 1,880.00	\$ 2,140.00	\$ 2,440.00	\$ 2,740.00	\$ 3,151.00	A series A101-109
B series B110-119	10584	\$ 2,360.00	\$ 2,700.00	\$ 3,060.00	\$ 3,460.00	\$ 3,979.00	B series B110-119
C series C120-128	8256	\$ 1,880.00	\$ 2,140.00	\$ 2,440.00	\$ 2,740.00	\$ 3,151.00	C series C120-128
D series D129-140	10595	\$ 2,845.00	\$ 3,140.00	\$ 3,620.00	\$ 4,090.00	\$ 4,703.50	D series D131-140
E series E141-148	8755	\$ 2,015.00	\$ 2,210.00	\$ 2,540.00	\$ 2,870.00	\$ 3,300.50	E series E141-148
F series F149-152	6066	\$ 1,390.00	\$ 1,520.00	\$ 1,760.00	\$ 1,980.00	\$ 2,277.00	F series F149-152
	52512	\$ 12,370.00	\$ 13,850.00	\$ 15,860.00	\$ 17,880.00	\$ 20,562.00	

Attachment A: NSF Rental Rates 2007-2017

<u>NSF</u>							
NAME OF ROOM	SQUARE SQ. FT.	NEW NSF	NEW NSF	NEW NSF	NEW NSF	NEW NSF	
		<u>7.1.07</u>	<u>7.1.10</u>	<u>7.1.13</u>	<u>7.1.17</u>	<u>7.1.20</u>	
		<u>INCREASE</u>	<u>INCREASE</u>	<u>INCREASE</u>	<u>INCREASE</u>	<u>INCREASE</u>	
		<u>8.0%</u>	<u>7.5%</u>	<u>7.0%</u>	<u>9.7%</u>	<u>9.7%</u>	
Exhibit Halls							Exhibit Halls
A, B or E	30000	\$0.27	\$0.29	\$0.31	\$0.34	\$0.37	A, B or E
A/A1,A1/B, C or D	60000	\$0.27	\$0.29	\$0.31	\$0.34	\$0.37	A/A1 or A1/B
A/A1/B, B/C, D/E	90000	\$0.27	\$0.29	\$0.31	\$0.34	\$0.37	A/A1/B
A1/B/C	124000	\$0.27	\$0.29	\$0.31	\$0.34	\$0.37	A1/B/C
C/D	130000	\$0.27	\$0.29	\$0.31	\$0.34	\$0.37	C/D
A/A1/B/C	155000	\$0.27	\$0.29	\$0.31	\$0.34	\$0.37	A/A1/B/C
B/C/D or C/D/E	162000	\$0.27	\$0.29	\$0.31	\$0.34	\$0.37	B/C/D or C/D/E
B/C/D/E or A1/B/C/D	195000	\$0.27	\$0.29	\$0.31	\$0.34	\$0.37	B/C/D/E or A1/B/C/D
A/A1/B/C/D or A1/B/C/D/E	222000	\$0.27	\$0.29	\$0.31	\$0.34	\$0.37	A/A1/B/C/D
A/A1/B/C/D/E	255000	\$0.27	\$0.29	\$0.31	\$0.34	\$0.37	A/A1/B/C/D/E
Lobbies & Meeting Rooms		\$0.27	\$0.29	\$0.31	\$0.34	\$0.37	

<u>Breakfast</u>					
Ballrooms					
NAME OF ROOM	SQUARE FOOT	NEW F&B	NEW RENT	NEW RENT	
		<u>7.14</u>	<u>7.17</u>	<u>7.2</u>	
		<u>INCREASE</u>	<u>INCREASE</u>	<u>INCREASE</u>	
			<u>10.0%</u>	<u>average 7%</u>	
Oregon Ballroom					Oregon Ballroom
201, 202, 203, 204	6300	\$3,850	\$4,235	\$4,500	201, 202, 203, 204
201-202, 202-203, 203-204	12600	\$7,700	\$8,470	\$9,000	201-202, 202-203, 203-204
201-203, 202-204	18900	\$11,550	\$12,705	\$13,500	201-203, 202-204
201-204	25200	\$15,400	\$16,940	\$18,000	201-204
Portland Ballroom					Portland Ballroom
251 or 256	4000	\$2,500	\$2,750	\$2,950	251 or 256
253, 254, 257 or 258	4200	\$2,500	\$2,750	\$3,050	253, 254, 257 or 258
252 or 255	4700	\$2,500	\$2,750	\$3,250	252 or 255
251-258 or 256-257	8200	\$5,000	\$5,500	\$6,000	251-258 or 256-257
253-254 or 253-258 or 254-257	8400	\$5,000	\$5,500	\$6,100	253-254 or 253-258 or 254-257
251-252 or 255-256	8700	\$5,000	\$5,500	\$6,200	251-252 or 255-256
252-253 or 254-255	8900	\$5,000	\$5,500	\$6,300	252-253 or 254-255
251-257-258 or 256-257-258	12400	\$7,500	\$8,250	\$9,050	251-257-258 or 256-257-258
252-253-254 or 253-254-255	13100	\$7,500	\$8,250	\$9,350	252-253-254 or 253-254-255
251-256-257-258	16400	\$10,000	\$11,000	\$12,000	251-256-257-258
253-254-257-258	16800	\$10,000	\$11,000	\$12,200	253-254-257-258
251-252-253-258 or 254-255-256-257	17100	\$10,000	\$11,000	\$12,300	251-252-253-258 or 254-255-256-257
252-253-254-255	17800	\$10,000	\$11,000	\$12,600	252-253-254-255
251-252-253-254-257-258	25500	\$15,000	\$16,500	\$18,400	251-252-253-254-257-258
253-254-255-256-257-258	25500	\$15,000	\$16,500	\$18,400	253-254-255-256-257-258
251-252-253-254-255-256-257-258	34200	\$20,000	\$22,000	\$24,600	251-252-253-254-255-256-257-258

<u>Lunch</u>					
Ballrooms					
NAME OF ROOM	SQUARE FOOT	NEW Mins	NEW Mins	NEW Mins	
		7.14	7.17	7.2	
		INCREASE	INCREASE	INCREASE	
			10.0%	average 7%	
Oregon Ballroom					Oregon Ballroom
201, 202, 203, 204	6300	\$5,400	\$5,940	\$6,300	201, 202, 203, 204
201-202, 202-203, 203-204	12600	\$10,800	\$11,880	\$12,600	201-202, 202-203, 203-204
201-203, 202-204	18900	\$16,200	\$17,820	\$18,900	201-203, 202-204
201-204	25200	\$21,600	\$23,760	\$25,200	201-204
Portland Ballroom					Portland Ballroom
251 or 256	4000	\$3,500	\$3,850	\$4,130	251 or 256
253, 254, 257 or 258	4200	\$3,500	\$3,850	\$4,270	253, 254, 257 or 258
252 or 255	4700	\$3,500	\$3,850	\$4,550	252 or 255
251-258 or 256-257	8200	\$7,000	\$7,700	\$8,400	251-258 or 256-257
253-254 or 253-258 or 254-257	8400	\$7,000	\$7,700	\$8,540	253-254 or 253-258 or 254-257
251-252 or 255-256	8700	\$7,000	\$7,700	\$8,680	251-252 or 255-256
252-253 or 254-255	8900	\$7,000	\$7,700	\$8,820	252-253 or 254-255
251-257-258 or 256-257-258	12400	\$10,500	\$11,550	\$12,670	251-257-258 or 256-257-258
252-253-254 or 253-254-255	13100	\$10,500	\$11,550	\$13,090	252-253-254 or 253-254-255
251-256-257-258	16400	\$14,000	\$15,400	\$16,800	251-256-257-258
253-254-257-258	16800	\$14,000	\$15,400	\$17,080	253-254-257-258
251-252-253-258 or 254-255-256-257	17100	\$14,000	\$15,400	\$17,220	251-252-253-258 or 254-255-256-257
252-253-254-255	17800	\$14,000	\$15,400	\$17,640	252-253-254-255
251-252-253-254-257-258	25500	\$21,000	\$23,100	\$25,760	251-252-253-254-257-258
253-254-255-256-257-258	25500	\$21,000	\$23,100	\$25,760	253-254-255-256-257-258
251-252-253-254-255-256-257-258	34200	\$28,000	\$30,800	\$34,440	251-252-253-254-255-256-257-258

Attachment A: CONVENTION EXHIBIT HALL RENTAL FOR JULY 1, 2003 - JUNE 30, 2009

<u>Dinner</u>					
Ballrooms					
NAME OF ROOM	SQUARE FOOT	NEW Mins	NEW Mins	NEW Mins	
		7.14	7.17	7.2	
		INCREASE	INCREASE	INCREASE	
			10.0%	average 7%	
Oregon Ballroom					Oregon Ballroom
201, 202, 203, 204	6300	\$7,700	\$8,470	\$9,000	201, 202, 203, 204
201-202, 202-203, 203-204	12600	\$15,400	\$16,940	\$18,000	201-202, 202-203, 203-204
201-203, 202-204	18900	\$23,100	\$25,410	\$13,500	201-203, 202-204
201-204	25200	\$30,800	\$33,880	\$36,000	201-204
Portland Ballroom					Portland Ballroom
251 or 256	4000	\$5,000	\$5,500	\$5,900	251 or 256
253, 254, 257 or 258	4200	\$5,200	\$5,720	\$6,100	253, 254, 257 or 258
252 or 255	4700	\$5,600	\$6,160	\$6,500	252 or 255
251-258 or 256-257	8200	\$10,200	\$11,220	\$12,000	251-258 or 256-257
253-254 or 253-258 or 254-257	8400	\$10,400	\$11,440	\$12,200	253-254 or 253-258 or 254-257
251-252 or 255-256	8700	\$10,600	\$11,660	\$12,400	251-252 or 255-256
252-253 or 254-255	8900	\$10,800	\$11,880	\$12,600	252-253 or 254-255
251-257-258 or 256-257-258	12400	\$15,200	\$16,720	\$18,100	251-257-258 or 256-257-258
252-253-254 or 253-254-255	13100	\$1,600	\$1,760	\$18,700	252-253-254 or 253-254-255
251-256-257-258	16400	\$20,400	\$22,440	\$24,000	251-256-257-258
253-254-257-258	16800	\$20,800	\$22,880	\$24,400	253-254-257-258
251-252-253-258 or 254-255-256-257	17100	\$21,000	\$23,100	\$24,600	251-252-253-258 or 254-255-256-257
252-253-254-255	17800	\$21,600	\$23,760	\$25,200	252-253-254-255
251-252-253-254-257-258	25500	\$31,200	\$34,320	\$36,800	251-252-253-254-257-258
253-254-255-256-257-258	25500	\$31,200	\$34,320	\$36,800	253-254-255-256-257-258
251-252-253-254-255-256-257-258	34200	\$42,000	\$46,200	\$49,200	251-252-253-254-255-256-257-258

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 16-22

For the purpose of ratifying the collective bargaining agreement with the Theatrical Stage Employees of the International Alliance of Theatrical Stage Employees, Moving Pictures Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (IATSE), Local 28.

WHEREAS, the Metropolitan Exposition Recreation Commission’s (MERC) designated representatives for labor relations and IATSE have negotiated in good faith; and

WHEREAS, the parties have reached an agreement for a three year collective bargaining agreement; and

WHEREAS, the Union membership ratified the collective bargaining agreement on June 26, 2016; and

WHEREAS, MERC believes that the collective bargaining agreement is fair, reasonable, and in the public interest.

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

- 1) Approves the collective bargaining agreement contingent upon IATSE Local 28 membership ratifying the contract attached to this Resolution as Exhibit A.
- 2) Authorizes and directs the General Manager of Visitor Venues to execute the collective bargaining agreement and forward it to the Union for signature.

Adopted by the Commission on July 6, 2016

Approved as to Form:

Allison R. Kean, Metro Attorney

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

Chair

Secretary/Treasurer

**COLLECTIVE
BARGAINING
AGREEMENT**

**METROPOLITAN EXPOSITION-RECREATION COMMISSION
and
THEATRICAL STAGE EMPLOYEES OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED
STATES, ITS TERRITORIES AND CANADA**

LOCAL 28

Effective July 1, [2013-2016](#) - June 30, [2016-2019](#)

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Agreement

THIS AGREEMENT is made and entered into effective July 1, 2016, by and between the METROPOLITAN EXPOSITION-RECREATION COMMISSION (hereinafter referred to as the "Employer" or "MERC"), and LOCAL 28, THEATRICAL STAGE EMPLOYEES OF THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA (hereinafter referred to as the "Union").

WITNESSETH

Purposes

For and in consideration of settled and harmonious trade conditions, mutually beneficial to the parties hereto, the Employer and the Union do hereby enter into and agree to abide by the following Agreement covering wages, hours and working conditions of the employees of the Employer in the classifications hereinafter set forth.

ARTICLE I: Union Recognition and Hiring

- 1.1 The Employer recognizes the Union as the sole exclusive bargaining representative for all of its employees as set forth in the wage classifications herein, and the Employer agrees that all employees employed by it to perform within the jurisdiction of the Union shall become members of the Union in accordance with the Constitution and By-Laws of the Union or shall become fair share payers pursuant to 1.2.3.
 - 1.1.1 This Agreement includes only Department Heads, and Relief Department Heads and Extra Stage Labor hired by the Employer as specified. This Agreement shall specifically exclude all extra stage labor employed by clients of the Employer; supervisors, security personnel, building maintenance employees, clerical employees, casual non-stagehand labor, box office employees, ushers, ticket takers, and other professional trades employees.
 - 1.1.2 Metropolitan Exposition-Recreation Commission (MERC) meetings, Metro Council meetings, or other MERC or Metro in-house activities conducted at the [Portland Center for the Performing Arts \(PCPA\) Portland's 5 Centers for the Arts](#) facilities shall not require the services of any employees covered by this Agreement, so long as only general house lights are utilized, and the sound

reinforcement system, computerized lighting board or any house curtains are not utilized.

1.2 **Dues and Work Fees**

The Employer agrees to deduct from the paychecks of employees covered by this Agreement work fees for Union members and membership dues for Regular Department Heads who have provided the Employer with written authorization for such deductions, or fair share fees pursuant to 1.2.3. Withholding of Union work fees and membership dues or fair share fees will begin the first of the month following 30 calendar days of employment. If Employer does not receive a signed dues/work fees authorization within 30 days of employment, the employee will be deemed a fair share payer. Dues/work fees authorizations shall continue in effect from year to year, unless revoked in writing. The employer shall, no later than 15 calendar days after each payday, remit all dues, work fees and fair share fees deducted from employees' pay to the Union.

- 1.2.1 Work fees will be deducted in an amount of gross wages per pay period as designated by the Union.
- 1.2.2 Regular Department Heads' membership dues will be deducted in an amount equal to 1/24 of the total annual membership fees per pay period worked. No payroll deduction of dues or fair share fees will be made for any pay period in which the earnings received are insufficient to cover the payroll deduction, nor will any deduction be made from subsequent payrolls to cover the period in which there was insufficient earnings to cover the deduction of the applicable dues or fees.
- 1.2.3 **Fair Share:** The parties hereby enter into a fair share agreement for all purposes consistent with state and federal law. The Employer shall deduct a fair share fee or payment in-lieu-of-dues from the paycheck of each bargaining unit member covered by this contract who is not a member of Local 28. The amount will be designated by Local 28, but in no event will it exceed an amount equal to the full dues and initiation fees paid by Local 28 members. Local 28 shall utilize such payments in accordance with the requirements of state and federal law. This fair share agreement shall be construed to safeguard the rights of employees under ORS 243.666.
- 1.2.4 **Indemnification:** The Union agrees that it will indemnify, defend and save MERC, Metro, and/or any of their facilities harmless from all suits, actions, proceedings and claims against these entities or a person acting on their behalf, whether for damages, compensation, reinstatement or a combination hereof arising out of

implementation of this Section if the Employer gives reasonable notice to the Union. The Employer agrees that the Union may designate counsel of its choice to represent the Employer in the defense of these claims.

- 1.3 **Equal Opportunity:** Both the Employer and the Union recognize and promise to adhere to the principles of equal opportunity and agree to cooperate with each other in complying with all applicable federal, state and local laws and regulations. Both parties to this Agreement agree not to discriminate with regard to conditions of membership in the Union, and employment by and with the Employer in any manner regarding race, color, religion, sex, national origin, age, marital status, familial status, gender identity, sexual orientation, veteran status, disability, or any other status protected by law.
- 1.4 **Hiring**
 - 1.4.1 The parties agree that the Employer is solely responsible for selecting and hiring Department Heads. The parties also agree that the Union has expertise in the areas covered by this Agreement. The parties agree to work together to maintain the high-level standards currently in place. The selection of Department Heads shall not be subject to grievance, except that current employees may grieve transfer or promotion decisions on the basis of equal opportunity as provided in 1.3.
 - 1.4.2 The Union shall provide necessary personnel that possess the level of skills, knowledge and expertise required to perform duties and handle responsibilities to the general satisfaction of the Employer and/or any third parties utilizing such employees. The Employer and the Union shall provide ongoing training and education for all ~~employees- Department Heads, covered by this Agreement-~~ MERC, upon written request and giving due consideration to the facility needs, will make equipment and/or facilities available without charge for training purposes.
- 1.5 **Continuing Education, Licenses and Training**
 - 1.5.1 The Employer shall support the Union in a continuing education program in stagecraft and shall assist in providing Regular Department Heads with related training education.
 - 1.5.2 If work assigned by the employer requires an electrical license to be held by a Regular Department Head the licensing fees, tuition and materials shall be reimbursed or paid by the Employer.
 - 1.5.3 The Employer may require employees to participate in additional training related to the Employer's needs and the employee's job description. When such training is required, tuition and materials shall be reimbursed or paid by the Employer. Training hours will be counted as hours worked and shall be compensated at

straight time. Training or meetings scheduled on the same day as a separate work call will not be subject to minimum call provisions described in Article VI, Section 6.4.1 when there is no more than a two hour break between end of the first activity and the scheduled start time of the second activity. All other working conditions will remain in effect.

- 1.5.4 The Employer may direct employees covered by this agreement possessing expertise in stagecraft and knowledge and experience relating to their departments to train others. When such training is required ~~they#~~ shall be compensated ~~for training, as set forth in Article VI: Wages, Overtime & Conditions.~~

ARTICLE II: Management Rights

- 2.1 The Employer shall have and retain the sole responsibility for the management and operation of all Metro and/or MERC functions and direction and control of its work force, facilities, properties, programs and activities, except as expressly limited by the terms and conditions of this Agreement. These rights include but are not limited to the following, diminished only as required by law and this Agreement:
- 2.1.1 Determining the Employer's mission, policies, and all standards of service offered to the public and other local governments;
 - 2.1.2 Planning, directing, controlling and determining the operations or services-of Metro and/or MERC;
 - 2.1.3 Determining the methods, means, and, subject to Article III Sec. 3.2, the number of personnel needed to carry out any department's or facility's mission;
 - 2.1.4 Hiring and assigning or transferring employees within or between departments or facilities;
 - 2.1.5 Promoting, suspending, disciplining or discharging, consistent with this Agreement;
 - 2.1.6 Laying off or relieving employees due to lack of work or funds;
 - 2.1.7 Introducing new or improved methods, equipment or facilities; and
 - 2.1.8 Directing the work force and issuing, making, changing, publishing and enforcing work practices, work orders, rules or personnel policies and regulations covering permissive subjects of bargaining, provided they are not in conflict with or otherwise addressed in a specific provision of this Agreement, and provided that the Union may demand to bargain over the impacts of such changes on mandatory subjects. The Employer agrees the Union has the right to challenge

work rules through the grievance procedure if it believes the work rule to be arbitrary and/or capricious.

ARTICLE III: Jurisdiction

- 3.1 This Agreement shall only apply to the Portland Center for the Performing Arts. It is understood and agreed that the Union has jurisdiction over all stagecraft performed by stagehands employed by the Employer to work in [PCPA Portland's Centers for the Arts](#) facilities as described in Section 3.2.
- 3.2 Both parties to this Agreement hereby recognize the jurisdictional working rights and responsibilities of the Union as being understood to mean the following:
- 3.2.1 There shall be five (5) production departments that cover the working jurisdiction and responsibilities of the Union under this Agreement. These departments are to be known as (1) Carpentry, (2) Electric, (3) Sound, (4) Fly and (5) Property. There shall be a Department Head for each department. Each Department Head shall appropriately maintain the equipment and coordinate the personnel working within their production department.
- 3.2.2 At [the](#) Keller Auditorium and [the](#) Arlene Schnitzer Concert Hall, ~~(ASCH)~~, the first five (5) stage labor employees shall be Department Heads and employees of MERC. At the Newmark Theatre, the first four (4) stage labor employees shall be Department Heads and employees of MERC. The first (1st) stage labor employee at the Winningstad Theatre shall be a Department Head and an employee of MERC. [For theatrical productions in the Brunish Theatre, a Relief Head will be assigned to work a minimum call for both the load in and the load out. If the Employer calls stage labor to the Brunish Theatre, the terms of this agreement apply.](#)
- A minimum of two Department Heads will be required backstage ~~for during~~ any performance in the Keller Auditorium, Arlene Schnitzer Concert Hall, and the Newmark Theatre. [At least one Department Head shall be employed at all times during the load in, operation, and load out of recording equipment.](#) Reductions from these minimums shall be determined by mutual agreement of the Union and the Employer in accordance with the needs of the event. ~~The parties agree there shall be no minimum for Brunish Theatre and that users can provide their own stage labor. If the Employer calls stage labor to Brunish Theatre, the terms of this Agreement apply.~~
- [3.2.3 At the Newmark Theatre, when a production brings an Orchestra to perform from the pit, a Relief Head will be assigned for setting and striking the Orchestra pit and](#)

during all rehearsals and performances. This provision will not supersede a client's Collective Bargaining Agreement with IATSE.

- 3.3 Personnel engaged by the Employer to perform the work covered under this Agreement shall be considered employees of the Employer, which has the ultimate right of control and direction of the employees during the event in question. All employees shall conform to work rules regarding procedures and methods of operation.
- 3.4 The Employer shall determine the specific job assignments of all individuals employed under this Agreement. The Employer and the Union further recognize and agree that all Department Heads may be assigned to work in all areas if qualified, may be required to rotate positions from time to time, and may be assigned to perform work as required or as needed without regard to venue or departmental distinction. A Department Head may perform tasks in other areas without regard to departmental distinction; however, it is understood that these tasks shall not interfere with the safe and professional execution of their primary responsibilities to the Employer as a head of department.

ARTICLE IV: Probation and Breaks in Service

4.1 Probation

All Department Heads hired during the term of this contract shall serve a six-month probationary period.

4.1.1 Just cause protections for Regular Department Heads, Relief Department Heads and Extra Stage Labor are described in Article XI, Discipline and Discharge.

4.2 Breaks in service

Any individual who does not work for the Employer for 12 or more consecutive months will be deemed to have separated from MERC/Metro. An individual who returns to work after a 12-month break in service will be required to complete any applicable probation and re-qualify for any contractual benefits conditioned on length of employment or hours worked for MERC/Metro. If the individual has taken any statutorily protected leave, calculation of the length of the break in service will comply with all relevant legal requirements, which may call for more than 12 months of protected leave. Leave may also be extended beyond 12 months in accordance with the terms of Metro's personnel policies.

ARTICLE V: Scheduling

5.1 Requests for Time Off

Other than for reasons applicable to the sick leave policy, Department Heads are responsible for requesting time off at least two weeks in advance.

- 5.1.1 Department Heads will use the Employer's timekeeping system to request paid or unpaid time off (leave without pay). Requests for vacation will be processed consistent with Article VIII (Vacation).
- 5.1.2 Department Heads will provide notice of unavailability for scheduling by requesting leave without pay through the Employer's timekeeping system.
- 5.1.3 At the time the request is made, the Department Head shall recommend an available Relief Department Head who can perform the duties required to the satisfaction of the Employer and third parties paying for services. In the event of a schedule change with less than two weeks notice, the Department Head is still responsible for recommending an available Relief Department Head.

5.2 Relief Department Heads

The Employer will coordinate the scheduling of a Relief Department Head with the Union by either requesting an individual by name or by asking the Union to dispatch a worker. A Relief Head is responsible for the performance of all typical duties of the Department Head. The Employer retains the right to reject any Relief Department Head referred.

- 5.2.1 If a Relief Department Head is required for single events or for predetermined periods of time, the Relief Department Head shall be engaged under the terms and conditions of this Agreement. ~~If a Relief Department Head is required during the run of a production and the Relief Head is already on the presenter's payroll, the Relief Head may stay on the presenter's payroll for the purpose of payroll continuity.~~ With respect to Relief Department Heads, the Employer may opt to use a mutually agreed on payroll company as specified for Extra Stage Labor under Section 5.3.1.
- 5.2.2 Regular and Relief Department Heads will be scheduled by the Employer. Unless prior arrangements have been made, or except in cases of unforeseen events (illness, personal business, death of family members, etc.), Regular or Relief Department Heads who start a show shall be allowed to complete it, subject to Article XI.
- 5.2.3 When a Regular Department Head requests temporary leave during a performance run or work call, a shadowed performance call or additional

training may be required for their replacement. Both determinations will be made at the sole discretion of the Employer. During a shadowed call a Relief Department Head learns the cues and duties associated with the performance. The Relief Head shall receive Department Head pay for all hours worked during shadowed calls or training.

5.3 **Extra Stage Labor:** When Extra Stage Labor beyond the number of Regular Department Heads is needed to perform maintenance or other tasks, the Employer shall notify the Union at least 24 hours in advance of the time and location of the calls and the number of personnel needed. The Union shall provide the qualified personnel to fill the call. If the Union is unable to fill the call after the Employer provides the required notice, the Employer may fill the call by other means.

5.3.1 Extra Stage Labor shall be subject to the terms and conditions of this Agreement and shall be paid according to Exhibit A. Extra Stage Labor may be paid through the regular Metro payroll, or the Employer may opt to use a mutually agreed on payroll company.

5.3.2 The Employer retains the right to reject any Extra Stage Labor referred by the Union (except as modified by Article 11.2.4.)

5.4 **Notice of Resignation or Retirement:** No employee working under this Agreement shall resign unless two (2) weeks' written notice is given to the Employer. The employee shall send a copy of said notice to the Business Agent of the Union. The parties hereto may mutually agree to a shorter period of notice, should conditions so warrant.

ARTICLE VI: Wages; Overtime & Conditions

6.1 Attached hereto is Exhibit A, which is incorporated by reference and made a part of this Agreement. Exhibit A sets forth the job classifications, wages, hours and overtime to be paid to all employees performing the work described therein, and the exhibit, having been agreed to by the parties, shall be binding upon the Employer, the Union and employees covered by this Agreement. Wage increases will be effective the next pay period following ratification of this agreement by both parties. ~~Should ratification by both parties occur before July 31, 2016,~~ wages will be increased 2.2500% for the fiscal year beginning July 1, ~~2013~~2016. Effective July 1, ~~2014-2017~~ wages will be increased 2.2550% and effective July 1, ~~2015-2018~~ wages will be increased 2.2550% as reflected in Exhibit A.

6.2 Conditions of Regular Time

- 6.2.1 When employees are employed during the hours of 8:00 a.m. and 12:00 midnight, they shall be paid at the regular straight-time hourly rate, as modified by the premium provisions of this Agreement.
- 6.2.2 If an employee performs the duties of a higher paying classification, they shall receive the higher rate specified in Exhibit A. Such time shall be paid in one (1) hour increments. At no time shall a Department Head receive less than Department Head rate. If Regular Department Heads are not available for any work, their replacement Relief Department Heads shall receive head of department pay, or greater as determined by work performed.

6.3 Conditions of Overtime

- 6.3.1 When employees are engaged for work calls during the hours of 12:00 midnight and 8:00 a.m., the wage rate shall be two (2) times the regular straight time hourly rate. The hourly wage rate shall revert back to the regular hourly rate at 8:00 a.m., except under the conditions of Section 6.4.11.
- 6.3.2 ~~Daily Overtime:~~ Overtime is either time worked over eight (8) hours in a day or over forty (40) hours within one (1) workweek. The first eight (8) hours worked in a single workday shall be considered as regular hours for purposes of weekly overtime. When employees have worked more than eight (8) hours on the same day, the overtime wage rate shall be one and one-half (1 ½) times the applicable hourly rate. The workweek shall be considered Monday through Sunday.
- 6.3.3 **Holidays:** When employees are engaged for any work call on a holiday during the twenty-four (24) hour period constituting a holiday (12 midnight to 12 midnight), the employee shall be compensated at two (2) times the regular straight time hourly rate. Holidays for purposes of this Agreement are:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May

Fourth of July	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve after 6:00:00 pm	December 24
Christmas Day	December 25

6.3.4 When employees are engaged for any work calls on a holiday and are entitled to additional premium pay due to provisions contained in this Agreement, then such pay shall not exceed two (2) times the regular straight time rate. The limit on premium pay shall not apply to the meal premium contained in Section 6.5.

~~6.3.5 Weekly overtime: The first eight (8) hours worked in a single workday shall be considered as regular hours for purposes of weekly overtime. Hours worked in excess of forty (40) regular hours in an employee's workweek (Monday through Sunday) shall be compensated for at one and one-half (1 ½) times the applicable hourly rate.~~

~~6.3.6~~ 5 Except as provided in this Article, the Employer shall retain the right to monitor all overtime and schedule employees in a manner that promotes employee safety.

~~6.3.7-6~~ Notwithstanding Section 6.3.5, no No employee shall be replaced or removed after eight (8) hours per day or after forty (40) hours per week during a single promoter event for the purpose of preventing payment of overtime or premium wage scale.

~~6.3.8-7~~ The Employer has the right to schedule a separate crew when work with more than one promoter makes around-the-clock and multiple shift work necessary.

~~6.3.9-8~~ If a single promoter event is expected to result in the employee working more than 24 continuous hours, the Employer shall notify the Union and endeavor to schedule staff in a manner that ensures both safety and continuity of work.

6.4 Conditions of Wage Policy

6.4.1 Minimum calls shall be four (4) hours pay at the rate applicable to the time of day the four (4) hour call falls within, except that no rate other than the regular base rate shall be paid on minimum calls unless employees are actually working during premium times.

6.4.2 Maintenance work and inspections of the five (5) production departments covering the working jurisdiction and responsibilities of Department Heads

under this Agreement shall be performed as directed by management and/or manufacturer requirements. The appropriate Department Head shall lead the work.

- 6.4.3 When initiated by Department Heads, maintenance work and inspections of the equipment or systems under their care shall have no minimum call requirements. Extra Stage Labor needed to perform maintenance work or other tasks under the direction of a Department Head shall be paid as Grips/Extra People, or greater as determined by the work performed.
- 6.4.4 For purposes of computing time under this Agreement, any fraction of a half-hour over five(5) minutes, when worked by an employee, shall be considered a full half-hour.
- 6.4.5 In no event shall wages be duplicated or pyramided. Compensation shall not be paid more than once for the same hours under any provision of this Article.
- 6.4.6 Employees shall be allowed an uninterrupted rest period of fifteen (15) minutes on the Employer's time for each continuous four (4) hours of working time. Rest periods shall be scheduled as nearly as possible to the midpoint of the work period.
- 6.4.7 On a call back where the break between the call back and the initial work is more than one hundred twenty (120) minutes, the call back shall be paid as a four (4) hour minimum call.
- 6.4.8 Employees will be kept on call only when appropriate stage work is required by the Employer.
- 6.4.9 All employees shall have a paid pre-call of no less than one-half (½) hour prior to the beginning of the performance.
- 6.4.10 Employees shall remain on the call until the performance is completed.
- 6.4.11 Employees covered by this Agreement working more than one hundred twenty (120) minutes between midnight and 8:00 a.m. will continue receiving the same rate of pay as specified in 6.3.1 until the employee has received no less than an eight (8) hour rest period.
- 6.4.12 The wage rate applicable to employees (other than Department Heads) who perform maintenance work shall be determined on a case-by-case basis, depending on whether the work is performed without supervision, whether a special license is required or other factors particular to the specific job.

6.4.13 Absent unusual circumstances beyond the Employer's control, the Employer shall provide at least forty-eight (48) hours advance notice prior to the originally scheduled call time for the event to employees covered by the Agreement.

6.5 Meal Period Breaks During Employment

6.5.1 All employees covered by this Agreement shall have an unpaid meal period of at least one (1) hour duration that begins no later than the end of the fifth continuous hour (<300 minutes) of work except as noted below. Meal periods may be staggered to allow uninterrupted continuation of the work call as long as there are enough personnel remaining on duty to ensure that the work is done in a safe, professional manner.

6.5.2 When working for PCPA Portland's Centers for the Arts on a venue maintenance call, an unpaid meal break of ½ hour will be allowed, at the option of the employee.

6.5.3 Mutually Agreed Exceptions: If the Employer or a presenter has a special situation and MERC wishes to negotiate an exemption or modification to these conditions, it shall contact the Union representative in a timely manner to determine if the revision or waiver is mutually acceptable. Should the representatives of both the Employer and the Union fail to mutually agree upon a revised meal period break, the Employer shall pay each employee a meal period premium.

Meal Period Premiums: The value of a meal period premium shall be computed as being equal to one and one-half (1 ½) times the applicable hourly rate until such a meal period is allowed. If no meal is given by the end of the seventh hour then the meal premium shall be computed as being equal to two (2) times the applicable hourly rate until such a meal period is allowed.

6.5.4 The Employer, in lieu of providing employees a full meal period break or in lieu of paying employees a meal period premium, may provide an adequate meal for all employees and at least thirty (30) minutes to consume the meal. Employees shall receive continuous pay during the thirty (30) minute meal period.

6.5.5 Definition of adequate meal: Between 8:00 A.M. and 8:00 P.M., an adequate meal is cold sandwiches and/or deli trays, salad, chips and drinks. Between 8:00 P.M. and 8:00 A.M., an adequate meal is a hot entrée, two sides and drinks.

6.5.6 If a meal period falls between the hours of 10:30 P.M. and 8:00 A.M., an adequate hot meal and a one-half (½) hour period in which to eat must be

provided. Employees shall receive continuous pay during the one-half (½) hour meal period.

6.5.7 No employee shall take a meal break during a performance or dress rehearsal.

In the Winningstad Theatre, no employee shall take a meal break during a performance or any type of rehearsal. ~~No employee shall take a meal break during a performance or dress rehearsal.~~

6.5.8 Department Heads shall receive a minimum ~~one and one-half (1 ½)~~ two (2) hour call immediately following each unpaid meal break.

- 6.6 Time sheets submitted to the Employer shall not be altered by the Employer without notification to the affected employee of any such alteration.
- 6.7 Payroll checks for all personnel covered under this Agreement will be issued and made available in accordance with the Employer's regular payroll period.
- 6.8 No employees covered by this Agreement shall donate his or her services without prior, mutual, written consent of the Employer and the Union.

ARTICLE VII: Health and Welfare

7.1 Joint Labor-Management Committee

A Metro Joint Labor-Management Committee (JLMC) for Health Benefits comprised in accordance with adopted by-laws shall review health dental and vision insurance plans and costs, and shall make plan offering recommendations to the Metro Human Resources Director and Chief Operating Officer in an effort to keep health care costs at a minimum for employees and for Metro. The Union is entitled to select one member to serve and vote on the Joint Labor-Management Committee on Health Benefits.

Metro shall make available to the Committee current information regarding insurance premium rates and projected increases as such information becomes available to Metro. The committee shall meet to maintain an ongoing review of health benefit related issues for employees of Metro.

A lawful meeting shall be comprised of an equal number of Union and Metro Committee members with not less than two of each group. The Committee shall make recommendations to the Human Resource Director and Chief Operating Officer. The Chief Operating Officer shall consider the Committee's recommendations and have the authority to make plan modifications as necessary.

7.2 **Benefit Eligibility:** Regular Department Heads shall be eligible for Health and Welfare benefits currently provided to the Employer's represented employees on the 1st (first) day of the month following thirty (30) days of employment.

7.3 **Premium Sharing for Regular Department Heads**

~~Beginning July 1, 2013, Metro shall contribute ninety-four percent (94%) of the insurance premium costs per plan and employees shall pay six percent (6%) of the premium costs per plan through payroll deduction for medical, dental, and vision plans provided by an HMO and/or PPO/indemnity carrier. Beginning Effective July 1, 2014 2016, and throughout the remaining duration of this Agreement, Metro shall contribute ninety-two percent (92%) and employees shall pay eight percent (8%) of the premium costs.~~

7.3.1 Metro agrees to pay an amount not to exceed \$150 per month to Department Heads who provide proof of other medical coverage and who opt out of medical and dental coverage through Metro.

7.3.2 **Plan Changes:** If Metro does not voluntarily change plans, but rather the health insurance carrier or benefits administrators change the terms of a plan during the life of the contract, Metro and the Union agree to accept those changes or go to the next best available plan at such time as the JLMC for Health Benefits can be reconvened and make a recommendation. The parties agree to meet at the earliest possible date and discuss that portion of the contract. At no time shall Metro operate outside of the health insurance plan structure that it is offering employees.

7.4 The Health and Welfare benefit package is in lieu of Section 7.6 and applies to Regular Department Heads only. If, during the term of this agreement, the Employer is unable to offer a choice between an HMO and PPO/ indemnity plans, the Union may "opt out" of the Employer's health and welfare benefit package and may choose for all Department Heads the health and welfare benefits offered by the IATSE National Health & Welfare Fund. Metro's implementation of a lack of offering both an HMO and PPO/indemnity plan will be the qualifying event for IATSE to opt out. In the event that the Union chooses this option, the Employer shall contribute to the IATSE National Health & Welfare Fund an amount equal to the amount the Employer was contributing for the employee at the time they opted out; however it may be changed in the event the employee has a qualifying event that would allow them to add or delete a dependent. In such case the Employer will contribute the amount it would have contributed prior to the elimination of the plan had those dependents been added or deleted prior to the plan change.

7.5 Health benefits will be funded to the limits listed.

~~Should Metro choose to fund any other group at a higher level, then such new level will be applied equally to this contract.~~

7.6 IATSE National Health & Welfare Fund

- 7.6.1 For all Relief Department Heads and Extra Stage Labor working under this Agreement, the Employer agrees to contribute to the IATSE National Health & Welfare Fund 18.5% of the gross wages earned by each employee covered by this Agreement and employed by the Employer under its terms. Beginning July 1, 2015 through the remainder of the contract, the Employer's contribution will be 19% of gross wages. The contributions are payable by the 10th of the month following the month of employment. These contributions are in addition to all wages and other sums required to be paid by this Agreement.
- 7.6.2 The Employer agrees to be bound by the Agreement and Declaration of Trust establishing the IATSE National Health & Welfare fund, including all its rules and regulations (including, without limitation, the Statement of Policy and Procedure for Collection of Contributions payable to Employers) and any and all amendments and modifications thereto that may be adopted by the Trustees during the Terms of this Agreement. The Employer agrees to execute all documents necessary to support contribution to the IATSE National Benefit Funds.
- 7.6.3 The Employer's obligation to make contributions to the health and welfare plan, described above shall not be construed as a guarantee by the Employer that it will continue to agree to make such contributions in future contracts. The Employer expressly reserves the right to negotiate a cessation or substitution of its health and welfare contribution obligation in future labor agreements, and the Employer shall have no liability to any past, present or future employee with respect to such decision. The parties further acknowledge and understand that the Employer's agreement to make contributions to any of the insurance plans referred to above shall not be construed as a guarantee of any specific level of benefits and the Employer's only obligation under the terms of this Agreement shall be to make the monthly contribution described above.
- 7.6.4 Consistent with the 2003 Letter of Agreement between the parties, the Union shall indemnify, hold harmless, and defend the Employer, its agents, employees and elected officials from and against any and all liabilities damages, actions, costs, losses, claims and expenses (including attorneys' fees) arising out of or resulting in whole or in part from any activities, administration or conduct of the IATSE National Health & Welfare Fund ("Fund") or from the Employer's contributions to the Fund, including but not limited to claims asserted by the Union's members or

by the IATSE National Health & Welfare Fund. The Union may select the counsel used to defend Employer pursuant to this paragraph. This provision will apply only if the Employer is current on all of the health and welfare contributions on behalf of all individuals required by the collective bargaining agreement.

- 7.7 **Life, Long Term Disability, and Accidental Death and Dismemberment Insurance:** Life insurance, dependent life, long-term disability, and accidental death and dismemberment coverage shall be provided to all employees who are health insurance benefit eligible. Such coverage will be provided at no cost to the employee unless adjustments are made because of recommendations made by the Joint Labor Management Committee to minimize medical, dental, and vision costs.
- 7.8 The Employer will comply with the Affordable Care Act and all applicable legal requirements related to health care reform.

ARTICLE VIII: Vacation

8.1 Eligibility

- 8.1.1 **Regular Department Heads:** Regular Department Heads who have successfully completed the probationary period in Article IV are eligible to take accrued vacation leave with pay.
- 8.1.2 **Relief Department Heads:** Relief Department Heads who have been employed for more than 1040 hours during one fiscal year are eligible to take accrued vacation leave with pay.

8.2 Vacation Accrual

Regular Department Heads shall accrue vacation at the rate shown below:

Years of Service	Accrual Rate
0 through 48 months (4 years)	0.04 hours of vacation per hour worked <u>and during paid time off.</u>
5-48 months (4 years and one day) or more	0.06 hours of vacation per hour worked <u>and during paid time off.</u>
120 months (10 years and one day) or more	0.08 hours of vacation per hour worked <u>and during paid time off.</u>
300 months (25 years and one day)	<u>0.096 hours of vacation per hour worked and during paid time off.</u>

- 8.2.1 Relief Department Heads who are not also employed as Regular Department Heads shall accrue vacation at the rate shown above for 0 through 4 years of service.
- 8.2.2 Regular and Relief Department Heads will not be allowed to accrue more than two hundred and fifty (250) hours of vacation leave. If an employee is close to reaching the 250 hour cap, the employee will request to schedule vacation as described in 8.3 of this Article.
- 8.3 **Scheduling of Vacations:** Vacation requests shall be consistent with Article V (Scheduling). Requests must be submitted through the Employer's timekeeping system and approved by management. Requests for vacation leave shall be submitted at least two (2) weeks prior to desired vacation time. Vacation requests will be processed within two weeks of the request. If a vacation request is denied, the employee will be informed in writing.
- 8.4 **Vacation Pay Upon Termination:** A Department Head who has successfully completed the initial probationary period, and is separated from MERC, shall be entitled to payment for accrued vacation leave. In no case shall payment be for more than the maximum accumulation. In case of death, compensation for accrued vacation leave shall be paid in the same manner that salary due is paid.
- 8.5 **Breaks in Service:** Eligibility to take vacation and to receive higher accrual rates based on years of service is subject to the Break in Service provision in Article IV.

ARTICLE IX: Retirement Benefits

- 9.1 **Public Employees Retirement System:** The Employer will continue its participation in the PERS program as required by law. The required six percent (6%) employee PERS contribution shall be "picked up" by the Employer.
- 9.2 For Relief Department Heads and Extra Stage Labor working under this Agreement for whom it is not required to make a PERS contribution, the Employer shall contribute an amount equal to seven percent (7%) of each employee's wages to the Entertainment Industry 401(k) plan. The Employer agrees to process employee contributions to the plan for those employees for whom the Employer makes contributions, subject to approval by the plan and review by Counsel for the Union.

ARTICLE X: No Strike or Lockout

- 10.1 The Union agrees that during the life of this Agreement it will not engage in a strike, picketing, slow-down or other work stoppage regarding any matter covered by this Agreement. The Employer agrees that during the life of this Agreement it will not engage in a lockout regarding any matter covered by this Agreement. In addition, the Union agrees not to engage in a sympathy strike. The Employer and the Union each agree that neither shall engage in any strike, slow-down, other work stoppage or lockout except in compliance with and as permitted by Oregon law.
- 10.2 Upon notification by the Employer to the Union of any work stoppage, slowdown, picketing or strike in violation of Section 10.1, the Union agrees to immediately notify any employees engaging in such activities to cease and desist. The Union agrees to declare that such work stoppage, slowdown, picketing or strike is in violation of this Agreement and is unauthorized. The Union agrees to immediately notify all employees of their obligation and responsibility for maintaining compliance with this Article including their responsibilities to remain at work during any interruption which may be caused or initiated by others and to encourage other employees violating Section 10.1 above to return to work.

ARTICLE XI: Discipline and Discharge

- 11.1 Disciplinary actions shall include only the following:
- Oral reprimand,
 - Written reprimand,
 - Suspension, or
 - Termination (discharge).
- 11.1.1 The Employer may select any of these disciplinary actions as appropriate to the circumstances.
- 11.1.2 If the Employer has reason to discipline an employee, every reasonable effort will be made to avoid embarrassment to the employee before other employees or the public.
- 11.1.3 The Employer will send the Union notice of any disciplinary action.
- 11.2 Just cause for discipline includes, but is not limited to: unsatisfactory work performance, violation of Metro personnel policies, violation of work rules adopted pursuant to this Agreement, criminal conduct, dishonesty related to employment, drinking related to employment, insubordination related to employment, selling, transporting or using illegal narcotics and/or any other conduct sufficiently serious in nature as to justify employee

discipline, regardless of whether the employee has been provided with a prior written warning notice concerning the conduct in question.

11.2.1 Regular Department Heads who have completed the required six-month probation described in Article IV will not be subject to termination or other discipline without just cause.

11.2.2 Relief Department Heads and Extra Stage Labor are entitled to just cause rights upon completion of 800 hours of work for the Employer. The calculation date for the 800 hours begins July 1, 2010.

11.2.3 Just cause rights are subject to the break in service provision in Article IV.

11.2.4 No individual working under this Agreement shall be removed for arbitrary or capricious reasons regardless of probationary status or length of service.

11.3 If feasible, the Employer shall give the Union and affected employee two (2) weeks' written notice of intent to discharge, but nothing in this Agreement shall require the Employer to provide such notice. In situations where an employee is discharged with less than two (2) weeks' notice, or otherwise removed from the job without prior warning, the employee shall be paid for actual time worked on the date of the discharge or suspension, and the minimum call requirements of the various schedules to this Agreement shall not apply.

ARTICLE XII: Resolution of Disputes

12.1 **Grievance and Arbitration Procedure:** A grievance is defined as a dispute by the Union or a covered employee concerning the application or interpretation of a specific provision of this Agreement. Employees (either alone or with a Union representative) and supervisors are encouraged to meet to discuss potential grievances in an effort to resolve issues at the lowest level. If the issue is not resolved, a written grievance may be initiated and pursued following the procedures in this Article.

12.1.1 At all steps listed below, a grievance must be signed by a Union representative and must include a written statement of the specific provisions of the Agreement alleged to have been violated, a brief statement of the facts, and a statement of the relief requested.

12.1.2 The Employer or its designee(s) shall meet at mutually convenient times with the Union.

12.2 **Steps of Grievance Procedure**

12.2.1 **Step I - Supervisor:** An employee may present a written grievance to their immediate supervisor within fourteen (14) calendar days of the date on which the events occurred giving rise to the grievance.

An employee's supervisor shall respond in writing within fourteen (14) calendar days after receipt of the written grievance.

12.2.2 **Step II – Facility Director:** If a written grievance is not resolved at Step I, the Union may advance the grievance to Step II by submitting it to the Facility Director. A Step II grievance is due within fourteen (14) calendar days of receipt of the supervisor's Step I written response or, in the event no response was provided, within fourteen (14) calendar days of the date the response was due.

The Facility Director shall respond to the Step II written grievance in writing within fourteen (14) calendar days of its receipt.

12.2.3 **Step III – General Manager, Visitor Venues:** If a written grievance is not resolved at Step II, the Union may advance the grievance to Step III by submitting the grievance to the General Manager of Visitor Venues. A Step III grievance is due within fourteen (14) calendar days of receipt of the Facility Director's Step II written response or, in the event no response was provided, within fourteen (14) calendar days of the date the response was due.

12.3 **Arbitration**

12.3.1 If the grievance is still unsettled, the Union may within fourteen (14) calendar days of the date of the Employer's Step III response, or the date that such response was due, or upon the decision of the Employer or its designee(s) under Step III, notify the Employer and the Metro Human Resources Department in writing of its desire to have the matter arbitrated by a third party agreed upon by Metro and the Union.

12.3.2 In order to advance the grievance, the Union shall request a list of seven (7) arbitrators from the State of Oregon Mediation and Conciliation Services within fourteen (14) calendar days from the request for arbitration. Upon receipt of the list of arbitrators within fourteen (14) days both the Employer and the Union shall have the right to strike three (3) names from the list alternately; the last name remaining shall be the impartial arbitrator. The Employer and the Union shall flip a coin to determine who strikes first.

12.3.3 The designated arbitrator shall conduct a hearing. The arbitrator shall issue a decision, which shall be final and binding on the Employer, the Union and all involved employees. The arbitrator shall have no authority to amend, modify,

nullify, ignore or add to the provisions of this Agreement and shall decide only the grievance presented. The arbitrator's decision and award shall be based on his or her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The arbitrator shall not render an award inconsistent with retained management rights of the Employer.

12.3.4 Expenses for the arbitrator shall be borne equally by the Employer and the Union; however, each party shall be responsible for compensating its own representatives and witnesses.

12.3.5 If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

12.3.6 If either party fails to proceed with the procedures of this Section within thirty (30) days, unless otherwise mutually agreed, the other party may proceed on an ex parte basis.

12.4 **Time Limits:** The time limits of this grievance and arbitration procedure shall be strictly adhered to. If the employee or the Union fails to advance the grievance within the specified time limit, the grievance will be deemed abandoned and the Employer will have no further obligation to process or arbitrate the grievance. If at any step of the grievance procedure the Employer does not formally respond as provided herein, it will be assumed that the Employer has rejected the grievance, and that the next step of the grievance procedure shall be available.

12.4.1 **Extension of Time Limits:** The time limits of this grievance and arbitration procedure may be extended by mutual agreement, in writing, between the parties. The parties may mutually agree in writing to waive any of the time limits contained in this procedure.

12.4.2 For purposes of this Article, the date of receipt shall be considered the effective date for purposes of calculating the time limits contained in this grievance procedure.

12.5 The parties may, upon mutual agreement, in writing, submit multiple grievances to an arbitrator for decision.

12.6 The provisions of this Article shall not be interpreted to require that the Union process any grievance through the grievance or arbitration procedure which it believes in good faith lacks sufficient merit.

ARTICLE XIII: Miscellaneous Provisions

13.1 Inspection Privileges

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the privilege of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that no interruption of work shall occur.

13.2 Other Work

The Employer, at its sole discretion, may offer employees represented by the Union under this Agreement work and responsibilities not within and/or specifically excluded from the overall work jurisdiction or responsibilities of the Union covered under this Agreement. Neither the offer by the Employer to employees represented by the Union to perform work and/or accept responsibility of work not within and/or specifically excluded from the work jurisdiction and responsibilities of this Agreement, nor acceptance of any such work by employees represented by the Union will constitute a precedent and/or past practice under this Agreement nor shall future work be covered by this Agreement. Employees shall not be required to perform work outside of the jurisdiction of this Agreement. When work outside of the normal jurisdiction is performed, the terms and conditions of this Agreement shall apply. Applicable wage rates shall be mutually agreed upon in advance.

ARTICLE XIV: Safety and Workers' Compensation

14.1 Workers' Compensation Insurance: It is agreed by the Employer that the employees shall be insured according to the requirements of Oregon Revised Statutes ch. 656.

14.2 Safety: The Employer acknowledges its obligation to provide a safe and healthy environment for employees in accordance with all applicable federal, state and local laws pertaining to health and safety. In situations that are under the direct control and responsibility of the Employer, the Employer shall respond promptly to alleged unsafe conditions brought to its attention by an employee. The Union shall appoint one or two members to the Portland Center for the Performing Arts Safety Committee and may discuss safety issues of mutual concern and make recommendations to the manager of the Portland Center for the Performing Arts regarding safety issues pertaining to employees.

14.3 Modified Duty: When there is a compensable on-the-job injury and the Department Head is released for modified duty by a physician, Risk Management will meet with the Union

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Business Agent and a management representative to determine a suitable and available light duty assignment.

ARTICLE XV: First Opportunity Target Area Recruitment

The Union hereby agrees to use its best efforts to assist the Employer in meeting its community outreach and target area hiring obligations.

ARTICLE XVI: Recording - Video and Audio

16.1 Commercial Recording Purposes: Any streaming digital reproduction, film, video or audio recording reproduced or transmitted for sale.

a) All Department Heads performing services for Commercial Purposes under this Agreement shall be compensated at the recording rate listed in Exhibit A from beginning of load in to end of load out.

16.2 Non-Commercial Recording Purposes: Any streaming digital reproduction, video or audio recording NOT produced for sale or transmitted for sale, including public radio or television.

a) Only the Department Head Sound shall receive recording rates for all hours worked the day of the actual recorded performance or recorded rehearsal.

b) Recording rates shall not apply for the following:

- For closed circuit television within any Portland's Centers for the Arts facility;
- When recording and/or transmission for newscast purposes provided the broadcast segment is no longer than five (5) minutes;
- For promotional activities for the event itself or for the purpose of selling tickets.

~~16.1— Subject to the exclusions in Article 16.3 below, any film, video or audio recording and/or transmission used for commercial purposes shall be classified as a recording and all employees performing services under this Agreement on such work shall be compensated at the recording rate listed in Exhibit A.~~

~~16.1.1 The recording rate shall apply at all times during recording and/or transmission to all crew members from the beginning to the end of the recorded event.~~

~~16.1.2 If the Sound Department Head is utilized for his/her technical expertise beyond regular job duties or is asked to perform substantial other duties related to the recording of an event, then all hours worked on the event by the Sound~~

Department Head shall be paid at the recording rate. If equipment is added for the purpose of recording, the applicable recording rate will be paid for the Sound Department for all hours from load-in to load-out, and will also apply to all crew required for the call from the beginning to the end of the recorded event.

~~16.1.3~~ When a special event takes place the recording rate shall apply to all crewmembers for all hours worked on the event, from load-in through load-out. For purposes of this Article, a "special event" is an event that is designed to be recorded, or for which recording is a primary purpose of the event, or which is produced with high production values that are the equivalent of a broadcast event. A single recorded performance during the run of a production, is not considered a special event for purposes of this Article.

~~16.2~~ At least one Department Head shall be employed at all times during the installation and operation of recording equipment.

~~16.3~~ **Exceptions:** Unless the recording is reproduced for sale or transmitted for sale, the recording rate shall not apply for the purposes or under the circumstances listed below:

- ~~a)~~ Recording or transmitting for newscast purposes; provided the broadcast segment is no longer than five (5) minutes;
- ~~b)~~ Promotional activities for the event itself or for the purpose of selling tickets;
- ~~c)~~ Any event or activity presented by non-profit (as defined by Section 501(c) 3 of the Internal Revenue Code) performing, visual, civic, social, religious, or educational organization or institution;
- ~~d)~~ Closed circuit television within any PCPA facility;
- ~~e)~~ The recording and/or transmission for public radio or television for crewmembers other than the Sound Department Head;
- ~~f)~~ Recording for archival or study purposes for crewmembers other than the Sound Department Head as per 16.1.2. For the purposes of this Article, an archival recording will be defined as the following:

- ~~•~~ Audio: a board feed utilizing only equipment required for the event.
- ~~•~~ Video: utilizing no more than two fixed cameras.

~~Recording devices not interconnected with house systems are excluded from the archival/study purpose limitations of this Article and therefore shall not be subject to recording rates.~~

ARTICLE XVII: Overpayments and Underpayments of Wages and Benefits

17.1 Overpayments

In the event that an employee receives wages or benefits from the Employer to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Employer shall recover the overpayment as follows:

- 17.1.1 The Employer shall notify the employee in writing of the overpayment. The Employer shall notify the Union of overpayments that affect multiple employees or more than \$100 of an individual employee's gross pay. The notification will include supporting information showing that an overpayment exists and the amount of wages and/or benefits to be repaid.
- 17.1.2 The employee shall respond to the overpayment notification within 14 calendar days. The employee may respond by (1) accepting the Employer's proposed repayment schedule by completing and returning a form provided by the Payroll Division; (2) disputing the existence or amount of the overpayment by filing a step 1 written grievance; or (3) requesting consideration of alternative repayment options. At the employee's request, the Union may respond on behalf of the employee.
- 17.1.3 If the employee does not accept the Employer's proposed repayment schedule within 14 days, the employee, the Union (at the request of the employee) and the Employer shall attempt in good faith to reach mutual agreement on the amount of the overpayment and a repayment schedule within 14 days of the employee's response. The parties may extend this timeline by written mutual agreement.
- 17.1.4 Payroll deduction may be used to recover all or part of an overpayment only if authorized by the employee in writing. At the employee's request, the Union may authorize the use of payroll deduction on behalf of the employee.
 - 17.1.4.1 The employee (or the Union, if applicable) may provide authorization by completing and returning a form provided by the Payroll Division.
 - 17.1.4.2 The Payroll Division may agree to process a payroll deduction if written authorization is provided in a format other than the form provided, but it is not required to do so. At a minimum, an acceptable authorization must clearly indicate acceptance of the payroll deduction method; the total amount to be deducted; the percentage or amount to be deducted per paycheck; and whether the remaining amount may be deducted from the employee's final check if the employee leaves the

Employer's service before the Employer fully recovers the overpayment.

17.1.5 The corresponding tax and other deductions withheld from the original paycheck will be adjusted in accordance with applicable law. For overpayments recovered through payroll deduction, the Employer will use the payroll system to process the corresponding adjustments if, in the Employer's determination, it is lawful and cost-effective to do so.

17.1.6 This Article does not waive the Employer's right to pursue other legal procedures and processes to recover an overpayment made to an employee at any time should the employee and the Employer not reach agreement per the procedure outlined in this Article.

17.2 Underpayments

17.2.1 In the event the Employer discovers and agrees that an employee has been underpaid, the Employer shall notify the employee in writing of the underpayment. The Employer shall notify the Union of underpayments that affect multiple employees or more than \$100 of an individual employee's gross pay. The notification will include supporting information showing that an underpayment exists and the amount of wages and/or benefits to be repaid.

17.2.2 The Employer shall correct any such underpayment that was made within a maximum period of two years before the notification.

17.2.3 This Section applies only to undisputed underpayments. This Section will not apply to disputes over the application of terms of this Agreement.

[ARTICLE XVIII: Family, Medical and Sick Leave](#)

[Employees may earn and use sick leave accruals under the following criteria:](#)

[18.1.1. Rate of accrual: Employees accrue paid sick leave at a rate of .05 hours per hour paid, up to a maximum of 104 hours per year. There is no limit on an employee's maximum accrued sick leave balance on hours paid. Sick leave shall not accrue during unpaid time.](#)

[18.1.2 Eligibility for Use: Employees shall be eligible to use earned sick leave after 60 calendar days of service. Thereafter, sick leave may be used immediately after it is accrued for absences from work scheduled by Management. A maximum of forty \(40\)-hours of sick leave per fiscal year is job protected sick leave Under Oregon Paid Sick Leave.](#)

[18.1.3 Notification: For unforeseen absences, employees unable to report to work shall contact their supervisor and report the reason for their absence pursuant to their department notification procedures, unless it is not practicable to provide notice. Employees are not required to provide medical information other than the nature of the absence \(i.e. sick](#)

leave, FMLA, OFLA, etc) and for whom the unplanned absence is for-in relation-(self, child, spouse, etc). Employees are then required to provide notice as soon as practicable. Employees shall attempt to schedule non-emergency appointments to be the least disruptive to the operation as possible. For foreseeable absences, employees should notify their supervisor of their need to use sick leave as soon as possible, preferably 10 days in advance. For qualifying unforeseeable leaves, employees should provide notice as soon as is practicable.

18.2 Reasons for sick leave use:

- a. For mental or physical illness, injury or health condition, medical care, diagnosis and treatment, or preventive medical care of a mental or physical illness, injury or health condition, for themselves or for a qualifying family member. A qualifying family member includes an employee's spouse, domestic partner, parent, parent-in-law, step parent, and in loco parentis; biological, adopted, step and foster child; grandchild, grandparent and grandparent-in-law; sibling and any other person for which the employee is a legal guardian; or as otherwise required by law or regulation.
- b. When leave is requested in accordance with policy and authorized by Human Resources under the federal Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA).
- c. To address domestic violence, harassment, sexual assault, or stalking in accordance with state law and Metro's Domestic Violence, Sexual Assault, Criminal Harassment and Stalking Protections Policy.
- d. In the event of a public health emergency, which includes closure of the school or place of care of the employee's child, or by order of a public official due to a public health emergency.

18.2.1 Documentation: An employee's supervisor or Human Resources may require the employee to provide a note from a health care provider or other professional supporting the need for leave in the following situations:

- a. If the employee takes more than three (3) consecutive scheduled workdays of sick time.
- b. If the employee is suspected of misusing and/or abusing sick time. (See 18.2.5)

Medical verification shall be provided to Human Resources for medical confidentiality within 15 calendar days after the supervisor requests the verification. Reasonable extensions of this timeline may be granted if the employee can show that s/he has been diligent in requesting the verification from his/her providers. Metro will pay any reasonable costs not paid by a health plan for providing medical verification or certification, including any lost wages provided the employee has no paid leave balances available. Failure to provide requested documentation may result in disciplinary action.

18.2.2 Rate of Pay/Increments of Use: Sick leave will be paid at the employee's rate of pay for that job and shift for the hours the employee was scheduled to work on that day.

Employees shall be eligible to use sick leave immediately upon accrual. When using sick leave, employees will report sick leave consistent with rules for entering hours worked and vacation leave.

18.2.3 Unused Sick Leave at Termination: An employee's accrued sick leave will not be paid out upon termination, resignation, retirement or other separation from employment.

Reinstatement: Employees re-employed within 180 days of termination will have their accrued sick leave balance restored. Employees who leave Metro employment prior to 60 days after initial date of hire and return within 180 days of termination shall be entitled to begin using their accrued sick leave after their total combined period of employment with Metro exceeds 60 days.

18.2.4 Reporting of Sick Leave to PERS: Metro shall participate in the PERS unused sick leave program. Metro shall report the number of unused sick leave hours to PERS as provided in ORS 238.350. Written Notification of Accruals: Metro will provide notification on employees' pay statements of the amount of accrued and utilized sick time.

18.2.5 Misuse or abuse of sick leave: May be grounds for discipline, up to and including termination.

Management will consider the following factors in determining if an employee is excessively using sick leave.

- a) Exhaustion of sick leave as quickly as it is accrued; or
- b) Patterns of sick leave usage; or
- c) The use of forty (40) hours or more of sick leave in a six month period, excluding the 40 hours of protected sick leave absences under Oregon Paid Sick Leave or other protected leaves; or
- d) Use of sick leave in conjunction with regular days off, vacation, or holidays on two (2) or more occasions within the preceding one (1) year.

18.2.6 Sick Leave Incentive: Regular part-time employees who use no more than (40) hours of sick leave within one fiscal year period shall accrue up to eight (8) additional hours of vacation leave based on their calculated FTE, in exchange for the same number of sick leave hours at the end of the fiscal year period. For example, if an employee works 1040 hours in a fiscal year, their calculated FTE is .50 and 4 hours of sick leave may be exchanged for vacation.

These hours are exclusive of any sick leave used under federal or state leave laws (FMLA/OFLA).

ARTICLE XVIII XIX: Term and Termination

18.19.1 Term: This Agreement shall be effective July 1, ~~2013~~2016 and shall remain in full force and effect until the 30th day of June, ~~2016~~2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not later than sixty (60) days prior to the expiration or subsequent anniversary date that it wishes to modify or

Exhibit A to Resolution 16-22

terminate this Agreement for any reason. In the event that such notice is given, negotiations shall begin no later than thirty (30) days after said notice.

1819.2 **Closure:** The parties shall have no obligation to bargain with respect to any subjects covered by the terms of this Agreement and closed to further bargaining for the term hereof.

1819.3 **Amendment:** The Agreement expressed herein in writing constitutes the entire agreement between the Employer and the Union, and no oral statement shall add to or supersede any of its provisions. This Agreement may be amended at any time by mutual agreement of the Employer and the Union; any such amendment shall be in writing and signed by both parties.

Letter of Agreement
MERC and IATSE Local 28

Oregon Symphony Association - Public Broadcasting Recording Rates

This is a Letter of Agreement (LOA) between MERC (hereinafter referred to as the Employer) and IATSE 28 (hereinafter referred to as the Union) with regard to Public Broadcasting Recording Rates when working with the Oregon Symphony Association.

RECITALS

The parties wish to establish an understanding regarding recording rates of pay for Department Heads when the Oregon Symphony Associations records events for public broadcasting.

AGREEMENT

1. The Parties agree that when the Oregon Symphony Association records events for public broadcasting:

- All Department Heads will receive recording rates for hours worked from the beginning to the end of the recorded musical performance.
- Department Head Sound will receive recording rates as indicated in Article 16.2(a).

This LOA will become effective upon ratification of this agreement and shall expire in concert with the terms of the parties' collective bargaining agreement on June 30, 2019.

For Metro: _____ For IATSE Local 28: _____

_____		_____	
_____		_____	
<u>Mikki Nutt</u>	<u>Date</u>	<u>Roger Gayton</u>	<u>Date</u>
<u>Labor/Employee Relations</u>		<u>Business Representative</u>	
<u>Metro</u>		<u>IATSE Local 28</u>	

**Letter of Agreement
MERC and IATSE Local 28**

Working Conditions for the Oregon Children’s Theatre

This is a Letter of Agreement (LOA) between MERC (Hereinafter referred to as the Employer) and IATSE 28 (hereinafter referred to as the Union) with regard to The Oregon Children’s Theatre.

RECITALS

A. The parties wish to establish an understanding regarding working conditions for Department Heads when working for The Oregon Children’s Theatre.

AGREEMENT

2. The Parties agree that for Oregon Children’s Theatre school shows that are scheduled on the quarter hour, the Sound Department Head may agree to have their call begin on the quarter hour.
3. The Parties agree that Article III (Jurisdiction) section 3.2.2 is hereby amended in the case of Oregon Children's Theatre productions in the Newmark Theatre. In this case the reduction of the minimums listed in Article III, section 3.2.2 by one Department Head shall be determined by the Employer after conferring with the Union.
4. Department Heads shall have an unpaid meal period of at least one (1) hour duration that begins no earlier than after two and a half hours (>150 minutes) of continuous of work and no later than the end of the fifth continuous hour (<300 minutes) of work.
 - A paid meal break may be provided if the meal begins before 150 minutes of continuous work in compliance with Article 6.5.4.

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DURATION

This LOA will become effective upon ratification of this agreement and shall expire in concert with the terms of the parties’ collective bargaining agreement on June 30, 2019.

For MERC/Metro: _____ For IATSE Local 28: _____

_____	_____	_____	_____
Mikki Nutt	Date	Roger Gayton	Date
Labor/Employee Relations		Business Representative	
Metro		IATSE Local 28	

EXHIBIT A: Wage Classifications

MERC – IATSE 28 – July 1, 2016 - June 30, 2019						
Hourly wage increase: 2.00% increase on 7/1/2016, 2.5% increase on 7/1/2017, 2.5% increase on 7/1/2018						
DEPARTMENT HEADS: Carpenters, Flyrail, Electrician, Properties and Sound, Orchestra Head and Supertext Operator						
	July 1, 2016 - June 30, 2017		July 1, 2017 - June 30, 2018		July 1, 2018 - June 30, 2019	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$27.49	\$13.75	\$28.18	\$14.09	\$28.88	\$14.44
After 8 hours/day or 40 hours/week	\$41.24	\$20.62	\$42.27	\$21.14	\$43.33	\$21.67
Between 12:00 midnight and 8:00 AM	\$54.98	\$27.49	\$56.35	\$28.18	\$57.76	\$28.88
DEPARTMENT HEAD RECORDING RATES:						
	July 1, 2016 - June 30, 2017		July 1, 2017 - June 30, 2018		July 1, 2018 - June 30, 2019	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$32.72	\$16.36	\$33.54	\$16.77	\$34.38	\$17.19
After 8 hours/day or 40 hours/week	\$49.08	\$24.54	\$50.31	\$25.15	\$51.57	\$25.78
Between 12:00 midnight and 8:00 AM	\$65.44	\$32.72	\$67.08	\$33.54	\$68.76	\$34.38
RIGGING SCALE: to be paid to all personnel in Arenas, Auditoriums on open beams, hanging ceilings, and gridirons. When riggers are called to spot lines by moving adjustable loft/head block sheaves on a fixed gridiron and safety devices are installed in conjunction with spotlines, the rigging scale will be paid.						
	July 1, 2016 - June 30, 2017		July 1, 2017 - June 30, 2018		July 1, 2018 - June 30, 2019	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$37.62	\$18.81	\$38.56	\$19.28	\$39.52	\$19.76
After 8 hours/day or 40 hours/week	\$56.43	\$28.21	\$57.84	\$28.92	\$59.29	\$29.64
Between 12:00 midnight and 8:00 AM	\$75.24	\$37.62	\$77.12	\$38.56	\$79.05	\$39.52
GROUND RIGGER: to be paid to all personnel at the request of the Employer or the show Production Manager, who assist the riggers in assembling and/or disassembling the rigging from the stage or Arena floor.						
	July 1, 2016 - June 30, 2017		July 1, 2017 - June 30, 2018		July 1, 2018 - June 30, 2019	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$28.63	\$14.32	\$29.35	\$14.68	\$30.08	\$15.05
After 8 hours/day or 40 hours/week	\$42.95	\$21.48	\$44.02	\$22.02	\$45.12	\$22.57
Between 12:00 midnight and 8:00 AM	\$57.26	\$28.63	\$58.69	\$29.35	\$60.16	\$30.08

Exhibit A to Resolution 16-22

TRUCK LOADERS:						
	<u>July 1, 2016 - June 30, 2017</u>		<u>July 1, 2017 - June 30, 2018</u>		<u>July 1, 2018 - June 30, 2019</u>	
	<u>Per Hour</u>	<u>Per Half Hour</u>	<u>Per Hour</u>	<u>Per Half Hour</u>	<u>Per Hour</u>	<u>Per Half Hour</u>
<u>Between 8:00 AM and 12:00 midnight</u>	<u>\$30.84</u>	<u>\$15.42</u>	<u>\$31.61</u>	<u>\$15.81</u>	<u>\$32.40</u>	<u>\$16.21</u>
<u>After 8 hours/day or 40 hours/week</u>	<u>\$46.27</u>	<u>\$23.13</u>	<u>\$47.43</u>	<u>\$23.71</u>	<u>\$48.62</u>	<u>\$24.30</u>
<u>Between 12:00 midnight and 8:00 AM</u>	<u>\$61.69</u>	<u>\$30.84</u>	<u>\$63.23</u>	<u>\$31.61</u>	<u>\$64.81</u>	<u>\$32.40</u>

GRIPS/EXTRA PEOPLE: Carpenters, Flyrail, Electrician, Properties and Sound						
	<u>July 1, 2016 - June 30, 2017</u>		<u>July 1, 2017 - June 30, 2018</u>		<u>July 1, 2018 - June 30, 2019</u>	
	<u>Per Hour</u>	<u>Per Half Hour</u>	<u>Per Hour</u>	<u>Per Half Hour</u>	<u>Per Hour</u>	<u>Per Half Hour</u>
<u>Between 8:00 AM and 12:00 midnight</u>	<u>\$23.63</u>	<u>\$11.82</u>	<u>\$24.22</u>	<u>\$12.12</u>	<u>\$24.83</u>	<u>\$12.42</u>
<u>After 8 hours/day or 40 hours/week</u>	<u>\$35.46</u>	<u>\$17.73</u>	<u>\$36.35</u>	<u>\$18.17</u>	<u>\$37.26</u>	<u>\$18.62</u>
<u>Between 12:00 midnight and 8:00 AM</u>	<u>\$47.27</u>	<u>\$23.63</u>	<u>\$48.45</u>	<u>\$24.22</u>	<u>\$49.66</u>	<u>\$24.83</u>

GRIPS/EXTRA PEOPLE RECORDING RATES:						
	<u>July 1, 2016 - June 30, 2017</u>		<u>July 1, 2017 - June 30, 2018</u>		<u>July 1, 2018 - June 30, 2019</u>	
	<u>Per Hour</u>	<u>Per Half Hour</u>	<u>Per Hour</u>	<u>Per Half Hour</u>	<u>Per Hour</u>	<u>Per Half Hour</u>
<u>Between 8:00 AM and 12:00 midnight</u>	<u>\$28.08</u>	<u>\$14.05</u>	<u>\$28.78</u>	<u>\$14.40</u>	<u>\$29.50</u>	<u>\$14.76</u>
<u>After 8 hours/day or 40 hours/week</u>	<u>\$42.13</u>	<u>\$21.06</u>	<u>\$43.18</u>	<u>\$21.59</u>	<u>\$44.26</u>	<u>\$22.13</u>
<u>Between 12:00 midnight and 8:00 AM</u>	<u>\$56.16</u>	<u>\$28.08</u>	<u>\$57.56</u>	<u>\$28.78</u>	<u>\$59.00</u>	<u>\$29.50</u>

EXTREMELY LOUD/ARENA OR THEATRE ROCK OR COUNTRY WESTERN SHOWS: which are extremely loud. Extremely loud shall be defined as sound of 112 decibels which occurs for 25 percent or more of the show as measured from the employee's work location.						
	<u>July 1, 2016 - June 30, 2017</u>		<u>July 1, 2017 - June 30, 2018</u>		<u>July 1, 2018 - June 30, 2019</u>	
	<u>Per Hour</u>	<u>Per Half Hour</u>	<u>Per Hour</u>	<u>Per Half Hour</u>	<u>Per Hour</u>	<u>Per Half Hour</u>
<u>Between 8:00 AM and 12:00 midnight</u>	<u>\$31.15</u>	<u>\$15.58</u>	<u>\$31.93</u>	<u>\$15.97</u>	<u>\$32.73</u>	<u>\$16.37</u>
<u>After 8 hours/day or 40 hours/week</u>	<u>\$46.73</u>	<u>\$23.37</u>	<u>\$47.90</u>	<u>\$23.95</u>	<u>\$49.10</u>	<u>\$24.55</u>
<u>Between 12:00 midnight and 8:00 AM</u>	<u>\$62.30</u>	<u>\$31.15</u>	<u>\$63.86</u>	<u>\$31.93</u>	<u>\$65.46</u>	<u>\$32.73</u>

Exhibit A to Resolution 16-22

EXTREMELY LOUD RECORDING RATES:						
	July 1, 2016 - June 30, 2017		July 1, 2017 - June 30, 2018		July 1, 2018 - June 30, 2019	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$37.03	\$18.51	\$37.96	\$18.97	\$38.91	\$19.44
After 8 hours/day or 40 hours/week	\$55.54	\$27.77	\$56.93	\$28.46	\$58.35	\$29.17
Between 12:00 midnight and 8:00 AM	\$74.05	\$37.03	\$75.90	\$37.96	\$77.80	\$38.91

Effective July 1, 2013, the following inactive wage classifications have been removed from Exhibit A:

- Special operators
- Wardrobe attendants/department head wardrobe/hair and makeup
- Dressers
- Motion picture operators

July 1, 2013 – June 30, 2016

DEPARTMENT HEADS: Carpenters, Flyrail, Electrician, Properties and Sound, Orchestra Head and Supertext Operator						
	July 1, 2013 – June 30, 2014		July 1, 2014 – June 30, 2015		July 1, 2015 – June 30, 2016	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$25.78	\$12.89	\$26.36	\$13.18	\$26.95	\$13.48
After 8 hours/day or 40 hours/week	\$38.67	\$19.34	\$39.54	\$19.77	\$40.43	\$20.22
Between 12:00 midnight and 8:00 AM	\$51.56	\$25.78	\$52.72	\$26.36	\$53.90	\$26.95

DEPARTMENT HEAD RECORDING RATES:						
	July 1, 2013 – June 30, 2014		July 1, 2014 – June 30, 2015		July 1, 2015 – June 30, 2016	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$30.68	\$15.34	\$31.37	\$15.69	\$32.08	\$16.04
After 8 hours/day or 40 hours/week	\$46.02	\$23.01	\$47.06	\$23.53	\$48.12	\$24.06
Between 12:00 midnight and 8:00 AM	\$61.36	\$30.68	\$62.74	\$31.37	\$64.16	\$32.08

RIGGING SCALE: to be paid to all personnel in Arenas, Auditoriums on open beams, hanging ceilings, and gridirons. When riggers are called to spot lines by moving adjustable loft/head block sheaves on a fixed gridiron and safety devices are installed in conjunction with spotlines, the rigging scale will be paid.						
	July 1, 2013 – June 30, 2014		July 1, 2014 – June 30, 2015		July 1, 2015 – June 30, 2016	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$35.28	\$17.64	\$36.07	\$18.04	\$36.88	\$18.44
After 8 hours/day or 40 hours/week	\$52.92	\$26.46	\$54.11	\$27.06	\$55.32	\$27.66
Between 12:00 midnight and 8:00 AM	\$70.56	\$35.28	\$72.14	\$36.07	\$73.76	\$36.88

GROUND RIGGER: to be paid to all personnel at the request of the Employer or the show Production Manager, who assist the riggers in assembling and/or disassembling the rigging from the stage or Arena floor.						
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Exhibit A to Resolution 16-22

-	July 1, 2013 – June 30, 2014		July 1, 2014 – June 30, 2015		July 1, 2015 – June 30, 2016	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$26.85	\$13.43	\$27.45	\$13.73	\$28.07	\$14.04
After 8 hours/day or 40 hours/workweek	\$40.28	\$20.14	\$41.18	\$20.59	\$42.11	\$21.06
Between 12:00 midnight and 8:00 AM	\$53.70	\$26.85	\$54.90	\$27.45	\$56.14	\$28.07
TRUCK LOADERS:						
-	July 1, 2013 – June 30, 2014		July 1, 2014 – June 30, 2015		July 1, 2015 – June 30, 2016	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$28.92	\$14.46	\$29.57	\$14.79	\$30.24	\$15.12
After 8 hours/day or 40 hours/workweek	\$43.38	\$21.69	\$44.36	\$22.18	\$45.36	\$22.68
Between 12:00 midnight and 8:00 AM	\$57.84	\$28.92	\$59.14	\$29.57	\$60.48	\$30.24

Exhibit A to Resolution 16-22

GRIPS/EXTRA PEOPLE: Carpenters, Flyrail, Electrician, Properties and Sound						
	July 1, 2013 – June 30, 2014		July 1, 2014 – June 30, 2015		July 1, 2015 – June 30, 2016	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$22.16	\$11.08	\$22.66	\$11.33	\$23.17	\$11.59
After 8 hours/day or 40 hours/week	\$33.24	\$16.62	\$33.99	\$17.00	\$34.76	\$17.38
Between 12:00 midnight and 8:00 AM	\$44.32	\$22.16	\$45.32	\$22.66	\$46.34	\$23.17

GRIPS/EXTRA PEOPLE RECORDING RATES:						
	July 1, 2013 – June 30, 2014		July 1, 2014 – June 30, 2015		July 1, 2015 – June 30, 2016	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$26.33	\$13.17	\$26.92	\$13.46	\$27.53	\$13.77
After 8 hours/day or 40 hours/week	\$39.50	\$19.75	\$40.38	\$20.19	\$41.30	\$20.65
Between 12:00 midnight and 8:00 AM	\$52.66	\$26.33	\$53.84	\$26.92	\$55.06	\$27.53

EXTREMELY LOUD/ARENA OR THEATRE ROCK OR COUNTRY WESTERN SHOWS: which are extremely loud. Extremely loud shall be defined as sound of 112 decibels which occurs for 25 percent or more of the show as measured from the employee's work location.						
	July 1, 2013 – June 30, 2014		July 1, 2014 – June 30, 2015		July 1, 2015 – June 30, 2016	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$29.21	\$14.61	\$29.87	\$14.94	\$30.54	\$15.27
After 8 hours/day or 40 hours/week	\$43.82	\$21.91	\$44.81	\$22.41	\$45.81	\$22.91
Between 12:00 midnight and 8:00 AM	\$58.42	\$29.21	\$59.74	\$29.87	\$61.08	\$30.54

EXTREMELY LOUD RECORDING RATES:						
	July 1, 2013 – June 30, 2014		July 1, 2014 – June 30, 2015		July 1, 2015 – June 30, 2016	
	Per Hour	Per Half Hour	Per Hour	Per Half Hour	Per Hour	Per Half Hour
Between 8:00 AM and 12:00 midnight	\$34.72	\$17.36	\$35.50	\$17.75	\$36.30	\$18.15
After 8 hours/day or 40 hours/week	\$52.08	\$26.04	\$53.25	\$26.63	\$54.45	\$27.23
Between 12:00 midnight and 8:00 AM	\$69.44	\$34.72	\$71.00	\$35.50	\$72.60	\$36.30

Exhibit A to Resolution 16-22

Effective July 1, 2013, the following inactive wage classifications have been removed from Exhibit A:

Special operators

Wardrobe attendants/department head wardrobe/hair and makeup

Dressers

Motion picture operators

Metropolitan Exhibition Recreation Commission

IATSE Local 28

Mikki Nutt
Metro Employee Relations Partner
Date _____

Roger Gayton
Business Agent, IATSE Local 28
Date _____

Mary Rowe
Metro Human Resources Director
Date _____

Bill Patrick
President, IATSE Local 28

Robyn Williams
Executive Director, Portland's Centers for the
Arts
Date _____

Date _____

Ellen Simpson
Executive Board, IATSE Local 28
Department Head Stagehand

Jason Blackwell
Operations Manager, Portland's Centers for the
Arts
Date _____

Date _____

John Rourke
Department Head Stagehand

Tom Bugas
Assistant Operations Manager, Portland's
Centers for the Arts
Date _____

Date _____

Jennifer Hammontree
Production Supervisor, Portland's Centers for the
Arts

Date _____

IATSE 28/MERC Collective Bargaining Agreement

Metropolitan Exhibition-Recreation Commission

IATSE Local 28

Mikki Nutt
Employee Relations Partner –Metro Human Resources
Date _____

Roger Gayton
Business Agent, IATSE Local 28
Date _____

Mary Rowe
Metro Human Resources Director
Date _____

~~Bill Patrick~~ [Rose Etta Menger](#)
President, IATSE Local 28
Date _____

Robyn Williams
Executive Director, Portland’5 Centers for the Arts
Date _____

Justin Dunlap
Department Head Stagehand
Date _____

Jason Blackwell
Operations Manager, Portland’5 Centers for the Arts
Date _____

John Rourke
Department Head Stagehand
Date _____

Tom Bugas
Assistant Operations Manager, Portland’5 Centers for the Arts
Date _____

Jennifer Hammontree
Stage Supervisor, Portland’5 Centers for the Arts
Date _____

MERC STAFF REPORT

Agenda Item/Issue: For the purpose of approving a collective bargaining agreement with the International Alliance of Theatrical Stage Employees, Moving Pictures Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (IATSE), Local 28.

Resolution No.: 16-22

Presented by: Mikki Nutt, Labor and Employee Relations Analyst

Date: July 6, 2016

Background and Analysis:

The MERC - IATSE 28 collective bargaining agreement represents a contract of the terms and conditions of employment for 15 part-time, variable hour Department Heads and numerous Relief Department Heads that are hired as needed through the IATSE Union Hall. These employees work at Portland's Centers for the Performing Arts (P'5) and support the P'5 venues by ensuring professional and safe performances for commercial, non-commercial, non-profit and community-based clients. The current collective bargaining agreement between MERC and IATSE 28 expires on June 30, 2016.

Bargaining between the parties was initiated by the Union on April 4, 2016. Negotiations began on May 24, 2016 and continued in an efficient and productive manner until a tentative agreement was reached on June 23, 2016. IATSE 28 membership ratified the agreement on June 26, 2016.

This resolution is submitted to ratify the contract between IATSE 28 and MERC/Metro for the period July 1, 2016 through June 30, 2019. This three-year agreement contains the following key economic elements:

Wages:

Annual Adjustments:

1. A 2.00% wage increase will be made to the wage schedule the pay period following ratification. If ratified by both parties before July 31, the increase will be effective July 1, 2016.
2. Wages will then be increased 2.5% on July 1, 2017 and by 2.5% on July 1, 2018
3. The totality of increases throughout the contract is 7% - which is 0.25% more than the current contract. Most wage-related expenses are pass-through costs to the clients.
4. The increases have been added to Exhibit A: Wage Classifications.

Other:

1. The minimum guarantee of pay following an unpaid meal period is increased from 1 ½ hours to two (2) hours.
2. Holiday Pay is increased by one hour for Christmas Eve, which will begin at 5 p.m. instead of 6 p.m.

Vacation: Added an increase in Vacation accruals following 25 years of service. The increase to .096 hours per hour paid (hours worked and paid time off) aligns with the Vacation accruals for MERC non-represented employees. The contract language was adjusted to reduce ambiguity.

Recording Rates: The parties agreed to the following increases in the qualifying periods to be paid Recording Rate. These costs are passed-through to the client and common in the industry. They also reflect the current practice with some clients.

3. Commercial events: Department Heads performing services for Commercial Purposes will be compensated at the Recording Rate from beginning of load in to end of load out. This is an increase from being paid only during the recording.
4. Non-commercial events: The Sound Department Head will continue to receive recording rates. The parties agreed they will be paid this rate for the entire day of the recorded event, and not only during the recording.

Jurisdiction: The parties agreed that for purposes of safety a Relief Head will be assigned at the Newmark Theatre for setting and striking the Orchestra pit.

Health Insurance – Premium Sharing:

1. There were no changes to premium sharing. Effective 7/1/2016, premium rates will be in alignment for all employee groups across MERC/Metro.
2. Removed “me-too” language that would require a mid-contract increase to the employee benefit plan should Metro choose to fund any other employee group at a higher rate.

Family, Medical and Sick Leave: In alignment with MERC non-represented employees and the MERC-LIUNA contract, this agreement allows for sick leave accruals up to 104 hours per year with an unlimited cap during their employment under this contract. Employees are incentivized and eligible to trade in up to 8 hours of sick leave for vacation when they use no more sick leave than allowed under Oregon Paid Sick Leave regulations. This is a revision of the December 2015 Oregon Paid Sick Leave LOA. This also defines the use and misuse of sick leave and provides clarity of the FMLA/OFLA process.

Additional Provisions:

Letter of Agreement - Oregon Children’s Theatre. For the duration of the Contract, the parties have agreed to three (3) working conditions when working with the OCT. This includes a 15-minute start time adjustment, a paid meal period if meal breaks are provided early in the shift, and continues the prior LOA regarding conferring with Union if a reduction of minimum staffing is being considered.

Letter of Agreement – Oregon Symphony Association. Due to the quality of recording required, the parties have agreed that for the duration of the Contract, when the Symphony is recording for public broadcast, recording rates will be paid for all Department Heads from the beginning to end of the recorded musical event.

Language added that clarifies current practices:

1. A Relief Head is assigned at the Brunish Theatre for four hours during load in and the load out.
2. The Employer maintains the right to reject Extra Stage Labor referred by the Union.

Short range fiscal impact: There is sufficient budget allocation in the FY 2016-17 Budget to accommodate the proposed contract changes. The extra hour of Holiday Pay, the Vacation accruals at 25 years of service and the increase in relief coverage necessary for the additional sick leave accruals can be absorbed by the FY 2016-17 Adopted Budget without the need for any budget changes. Other financial impacts of these changes are primarily pass-through costs to clients.

Long range fiscal impact: The costs of the collective bargaining agreement will be reflected in future budget years and are viewed as reasonable and consistent with other employee compensation.

Recommendation: The Chief Operating Officer recommends approval of Resolution No. 16-22 which states the MERC Commission approves ratification of the contract.

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

**Metropolitan Exposition-Recreation Commission Meeting
 July 6, 2016 Oregon Convention Center, Room A107-108
 SIGN-IN SHEET**

Name – Please Print	Organization
Hillary Wilton	Metro
Tom LANDER	Morzonsow
Megan Conway	Travel Portland
STEVEN Jonker	Travel Portland
Michelle Graham	Travel Portland
Mike Smith	" "
Michael Cavanaugh	Travel Portland
Mandy Tucker	Travel Portland
Chanel Sheraqy	Travel PDX
Sissy Lawry	Travel Portland
April Siebenaler	Metro
Nancy Strening	Metro
Tori Pontrelli	Travel Portland
Erin Jepsom	OCC
Cindy Wallace	OCC

Halcy Flannery

Portland's

Justine Vanderveen

Portland's

Carelle Namegate

Portland's

Kathryn Hampton

Metro Council

Susan Norbutt

City of Portland

Tamara Kennedy-Hill

Travel Portland

Courtney Ries

Travel Portland

Lisa Grau

OCC

Mikki Nutt

MRC

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO.16-4703 FOR THE PURPOSE OF AUTHORIZING THE REFUNDING OF THE FULL FAITH AND CREDIT SERIES 2006 REFUNDING BONDS

Date: June 24, 2016

Prepared by: Kathy Rutkowski,
Budget Coordinator

BACKGROUND

In April 2000, Metro obtained a loan from the Oregon Bond Bank through the Oregon Economic Development Department (OEDD) Special Public Works Fund (SPWF) to pay for the construction of a new building to replace the existing Hall D at the Expo Center. The loan was divided into two parts with the first being used to finance the construction of the Hall D replacement. The second part of the loan was for infrastructure improvements associated with the new building. Debt payments on the loan were made from Expo Center revenues.

In April 2006, Metro joined with two other Oregon local governments to issue full faith and credit refunding bonds to refund the outstanding obligation remaining on the loan. The 2006 refunding realized a net present value savings of \$758,683, or 5.05 percent of refunding bonds. Debt service payments continued to be made from the same sources as before, but the full faith and credit pledge strengthened the security for bondholders.

Currently, market interest rates are sufficiently lower than the rates of the existing bonds that a healthy net present value savings is projected. This provides Metro with an opportunity to refinance this outstanding debt by issuing a new bond. An analysis provided by our Financial Advisor projects a net present value of approximately 12 percent or about \$981,000 over the remaining life of the bonds.

The purpose of this resolution is to authorize Metro to issue full faith and credit bonds to refinance the outstanding full faith and credit Series 2006 bonds. It is anticipated the refunding will provide approximately \$1.05 million of gross savings over the life of the bonds, or about \$981,000 in net present value savings – approximately 12.0 percent of the refunding bond proceeds. The final structure of the bonds will be determined at a later date to provide the maximum benefit to Metro. The 2016 refunding bonds will mature in December 2024. Debt service will continue to be paid from the operating revenues of the Expo Center. Annual savings to the Expo Center from the refunding are estimated to be approximately \$130,000 per year. Actual savings will be determined based on the interest rates at the time of bond issuance.

ANALYSIS/INFORMATION

1. **Known Opposition** – None.
2. **Legal Antecedents** – Metro is authorized by ORS Chapter 287A, and specifically ORS 287A.360-380 and also ORS 271.390 to enter into financing agreements to refinance real or personal property that the Metro Council determines is needed. Chapter III, Section 10 of the Metro charter supplements Metro's authority to issue revenue bonds, and Metro Code Title VII, Chapter 7.02.020.

authorizes Metro to issue bonds that are secured by Metro's full faith and credit; and Metro Code Section 7.02.070 authorizes Metro to issue refunding bonds.

3. **Anticipated Effects** – Implementation of Resolution No. 16-4703 will reduce debt service costs and provide net present value savings of approximately \$981,000 or about 12.0 percent over the life of the bonds.
4. **Budget Impacts** – As of March 28, 2016, the estimated net present value savings of the bonds is approximately \$981,000, or approximately 12.0 percent. This will result in estimated annual savings to the Expo Center of about \$130,000 per year.

RECOMMENDED ACTION

The Chief Operating Officer recommends Council adoption of Resolution No. 16-4703

FY-15/16 Capital Project: EXPO Hall D Roof Replacement (R&R)

Carry Over to FY-16/17 Justification:

cPMO Project Manager: Jesse Flores

Acting on recommendations from Professional Roof Consultants, Inc. Roof Evaluation Phase II; Dated October 13, 2014, The EXPO Facilities team and the Metro cPMO office established a roof replacement schedule. The Hall D Roof was evaluated and categorized as a Priority 1 project (Replace in 2-3 Years). It was subsequently scheduled to be replaced FY-15/16.

As the Hall D Roof Replacement project was being developed, the question of potentially adding Solar Array (PV-Photovoltaic) panels was discussed. The initial Architectural and Engineering (A/E) scope/approach included the feasibility of replacing the roof while maintaining the possibility of adding solar panels in the future.

The A/E team provided a proposal to accommodate future PV panels, however recommending that we may be better off if we knew which particular vendor/panel type to be installed. This would eliminate the risk of potentially compromising the roof and/or requiring additional structural modifications to accommodate a specific or proprietary method to secure solar panels.

After having preliminary conversations with two PV Consultants and the Energy Trust of Oregon (ETO), it was determined that it would be most beneficial to delay the Hall D Roof Replacement and review all the options including; ETO incentives and or potentially enter into a third party PV ownership agreement to include both EXPO Halls D & E.

This project delay will carry the FY-16/17 funds to the next fiscal year and will provide the opportunity to maximize the PV opportunity for both Halls D & E. This option also allows a holistic approach to designing/programming the replacement of both barrel roofs.

Hall D roof was serviced and maintained by Anderson Roofing after the 2014 evaluation and believe the repairs and maintenance provided will give this particular roof more useful life.

MUSIC ON MAIN & MAIN
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ANNIVERSARY SUPPORT BY:
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MUSIC ON MAIN

FREE SUMMER CONCERT SERIES

THE PORTLAND'S FREE OUTDOOR CONCERT SERIES

WEDNESDAYS
JULY 6 - SEPTEMBER 7
5:00PM - 7:00PM

On Main Street between
Broadway and Park Ave. Next to
Arlene Schnitzer Concert Hall

Music on Main is back for its 11th year and better than ever! Our annual free outdoor concert series is growing and now includes a total of ten performances featuring local and national bands. Kick back and relax in the sun with dinner and drinks from the ArtBar & Bistro, or grab a partner and hit the dance floor. Either way you choose, Music on Main promises to be a great way to spend a breezy summer night in downtown Portland!

FOR MORE INFO
VISIT PORTLAND5.COM

*Food & beverage service begins at 4:30pm.
Tables and chairs reserved for food and
beverage patrons. In case of rain or extreme
heat, Music on Main concerts will be held in
the rotunda lobby of Antoinette Hatfield Hall,
located next to Main Street.*

PORTLAND'S CENTERS FOR THE ARTS &
THE ARTBAR & BISTRO PRESENT

MUSIC ON MAIN

FREE SUMMER CONCERT SERIES

2016

JULY 6
ORQUESTRA PACIFICO
TROPICAL

JULY 13
LOGAN BRILL

JULY 20
KATHRYN CLAIRE
AND BIG BRIDGES

JULY 27
GARCIA BIRTHDAY
BAND

AUGUST 3
EYELIDS

AUGUST 10
THE YACHTSMEN

AUGUST 17
MARY FLOWER
AND THE BBQ BOYS

AUGUST 24
RED BARAAT

AUGUST 31
REDRAY FRAZIER
AND MIC CRENSHAW

SEPTEMBER 7
PEPE AND THE
BOTTLE BLONDES

MUSIC ON MAIN

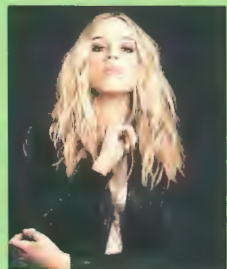
FREE SUMMER CONCERT SERIES

2015

1



2



3



4



5



JULY 8 ORQUESTRA PACIFICO TROPICAL ①

The ecstatic thump, rumble, and sheer brilliance of Coastal Columbia rhythms collide with the psychedelic guitar exploration of the Peruvian rainforest to create electrifyingly infectious '50s, '60s, & '70s cumbias. Orquestra Pacifico Tropical brings the house down, inspiring crowds in the clubs and forests of the Pacific Northwest into a blistering dance frenzy.

JULY 13 LOGAN BRILL ②

After turning heads with her explosive performance at the 2015 Stagecoach Festival, modern country star Logan Brill sailed onto *Rolling Stone's* list of Top 10 New Country Artists You Need to Know. With strong country roots and an influence of blues, folk, and rock, this Nashville native is one contemporary country star you won't want to miss.

JULY 20 KATHRYN CLAIRE AND BIG BRIDGES ③

Kathryn Claire exhibits a luscious style that seems all her own, blending traditional folk style and contemporary acoustic guitar with charisma and grace into soulful melodies. In collaboration with Big Bridges, the brainchild of Japanese rock guitarist Takashi O'hashi, Claire joins a host of Portland musicians to create a collection of songs carrying a thematic thread of international travel and relocation that echoes the cross-cultural nature of the band.

JULY 27 GARCIA BIRTHDAY BAND ④

Garcia Birthday Band's veteran musicians bring solid chops, tight arrangements, and fine harmonies to celebrate the vast repertoire of Jerry Garcia and the Grateful Dead. Always sure to raise the roof and

keep the dance floor rockin', hoppin', and shakin', Garcia Birthday Band brings to life the good ole' vibes that were contagious 'on tour' back in the day!

AUGUST 3 EYELIDS ⑤

Portland super group Eyelids have soared to the top of the Pacific Northwest music scene, earning a spot in *Willamette Week's* list of Best New Bands in 2015 and 2016 and featured on NPR's *Songs We Love* with their hit "Psych #1". Eyelids' psych-pop stylings feature sparkling guitars and aching harmonies in tunes that are seriously catchy, haunting, and uniquely their own.

AUGUST 10 THE YACHTSMEN ⑥

Jazzy, funky, and vocally lush, The Yachtsmen embody the kind of laid-back, hedonistic "lifestyle music" that lends itself to balmy happy hours on the beach. The Yachtsmen put their own unique stamp on 70's "yacht rock" with danceable, club-rocking music and high-energy renditions of classic songs, perfect for an evening of spirited and well-meaning hedonism.

AUGUST 17 MARY FLOWER AND THE BBQ BOYS ⑦

When award-winning fingerpicking guitarist, singer, and songwriter Mary Flower teams up with the joyous and upbeat blues stylings of the BBQ Boys, the perfect blend of jug band and swing is born. Flower's honey-and-whiskey voice provides an ideal melodic accompaniment to the eclectic arrangements of the BBQ Boys for a toe-tapping and partner-swinging good time.

AUGUST 24 RED BARAAT ⑧

Red Baraat is a pioneering eight-piece band from Brooklyn, New York that merges hard driving North Indian Bhangra with elements of go-go, rock, and jazz. Fueled by 3 master rhythm makers, the muscle of horns, a raucous guitar and a booming



6)



7)



8)



9)



10)

sousaphone, it's no wonder NPR famously dubbed Red Baraat "the best party band in years."

AUGUST 31 REDRAY FRAZIER AND MIC CRENSHAW ⑨

Performing individual sets and as a duo, Redray Frazier and Mic Crenshaw come to the stage for an unforgettable evening of soul meets hip-hop. Frazier delivers a seamless flow of rock, folk, and blues style in one unique sound that ignites the spirit, while Crenshaw effortlessly spits rhymes over a menagerie of horns, drums, and keys in a collective of juicy jams and skillful rhymes.

SEPTEMBER 7 PEPE AND THE BOTTLE BLONDES ⑩

Echoing the indulgence of 1950's nightclub chic, Pepe and the Bottle Blondes is an eclectic, 'Copacabana style' ensemble of saxophones, congas and percussion, trumpets, and three-part harmonies. A visually arresting performance, Pepe and the Bottle Blondes blends dance, opera, and musical theatre with original songwriting and comedic wit to deliver a fresh and innovative performance not to be missed.

Performers subject to change.

**WEDNESDAYS
JULY 6 – SEPTEMBER 7
5:00PM – 7:00PM**

**FOR MORE INFO
VISIT PORTLAND5.COM**



B:12.25"
T:12"
S:11.75"



B:12.25"
T:12"
S:11.75"



PORTLAND'S
CENTERS FOR THE ARTS

Toyota's support of Portland's Centers for the Arts Educational Outreach Program enables student transportation to performing arts events in downtown Portland.



TOYOTA
Let's Go Places

Options shown.
Photo by Jason Quigley

This advertisement prepared by **Saatchi & Saatchi**

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Client: TOYOTA	Space: OOH	Creative Director: F. FUSCO	Print Production Contact:
Product: WINDOW CLING	Size: 12 X 12	Copy Writer: N/A	J. Wysocki- 212-463-3305
Campaign: EDUCATE	Pubs: COMMUNITY POC	Art Director: ALEXI	Art Buyer Contact:
Job #: POR_PRC_P61638 B	Issue: JULY 2016	Traffic: J. Wysocki- 212-463-3305	J. Wysocki- 212-463-3305

Publication Note: Guidelines for general identification only. Do not use as insertion order.

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Location: 1015 Swanton St, Seattle, WA 98107
Created: 6-28-2016 1:20 PM Artist: Francesca Studio #: 51122-005073-00
Revised: 6-28-2016 1:21 PM Artist: N/A Proof: 1
Collected: None Artist: N/A Spelledchecked: No
Flagged Words: None

Bleed: 12.25" x 12.25"
Trim: 12" x 12"
Safety: 11.75" x 11.75"
Mach Scale: 1 : 1

Legal	Creation Director	Client
Production	Art Director	Title
Print Production	Account Supervisor	Type Director
Copy Writer	Account Executive	DC:1 DC:2
		Issue: 1, 2