

METROPOLITAN EXPOSITION RECREATION COMMISSION
RESOLUTION NO. 17-32

For the purpose of approving the contract with Grady Britton for "On-call Marketing, Promotions and Creative Services," at the Oregon Convention Center (OCC), and authorizing the General Manager of Visitor Venues to execute the contract.

WHEREAS, OCC is one of the largest convention facilities in the Pacific Northwest and most sustainable in the world; and

WHEREAS, the long-awaited Hyatt Regency Portland at the Oregon Convention Center hotel starts construction this year, placing the OCC in a position to bid for more and/or larger, more complex events and conventions; and

WHEREAS, this contract allows for the OCC to partner with a local marketing group, to reach a broader target audience and with budget approved as part of the OCC's fiscal year 2017-2018 regular Sales and Marketing budget; and

WHEREAS, the OCC will use this on-call contractor to provide marketing expertise, strategies, research, insight and consultation services that promote the OCC and increase sales; and

WHEREAS, the OCC may use the on-call contractor for creative services such as copy writing, graphic design, and multimedia production; and

WHEREAS, Metro issued a Request for Proposals (RFP) in accordance with Section VII of the Metro Personal Services Contracting Rules for "On-Call Marketing, Promotions and Creative Services," and

WHEREAS, staff received six responsive, responsible proposals before the RFP submittal deadline; and

WHEREAS, Staff selected Grady Britton as the highest scoring proposer in accordance with the applicable criteria in the RFP; and

WHEREAS, no appeals or protests were received within the allotted appeal period; and

WHEREAS, MERC staff negotiated the scope of work with a not to exceed contract amount of Four Hundred Fifty Thousand and 00/100 (\$450,000.00); and

WHEREAS, the contract includes a single two (2) year extension that may be negotiated depending on future needs.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition Recreation Commission:

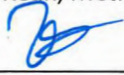
1. Approves the contract with Grady Britton for "On-call Marketing, Promotions and Creative Services" for an amount not to exceed \$450,000.00 in the form substantially similar to the attached Exhibit A.
2. Authorizes the General Manager of Visitor Venues to execute the contract on behalf of the Metropolitan Exposition Recreation Commission.

Passed by the Commission on October 4, 2017.

Kais Stoudanue-Phillips
Chair

David M. Sykes
Secretary/Treasurer

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

By: 
Nathan A. S. Sykes
Deputy Metro Attorney

Personal Services Agreement

Metro Contract No. 208005

Personal Service Agreement over \$50,000

THIS AGREEMENT is between Metro, a metropolitan service district organized under the laws Grady Britton, referred to herein as "Contractor," located at 107 SE Washington St, Ste 300, Portland, OR 97214.

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

1. Duration. This personal services agreement shall be effective August 1, 2017 and shall remain in effect until and including June 30, 2020, unless terminated or extended as provided in this Agreement. This agreement may be renewed or extended for two additional one-year periods at Metro's sole discretion.

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

3. Work Orders. During the term of this Agreement Metro may provide Contractor with written requests for estimates for specific assignments pursuant to this Agreement on an as-needed basis ("Work Order Request"). The Work Order Request will include a detailed description of the services to be provided, products produced, specifications and a time period in which to complete the services requested. After receiving a Work Order Request, Contractor shall provide Metro staff with a written, "not-to-exceed" Proposal including all cost and fees to complete the specified work. Contractor may not proceed with any work until a written Work Order has been provided by Metro to Contractor setting forth the specifics of the work to be produced and "not to exceed" amount to be charged by Contractor. See *Attachment B to the Standard Agreement: Work order example* for example Work Order form.

4. Payment. Metro shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work for a maximum sum not to exceed One Hundred Forty Five Thousand AND 00/100THS DOLLARS (\$145,000.00). Payment shall be made by Metro on a Net 30 day basis upon receipt of Contractor invoice.

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

- (a) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects Metro;
- (b) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
- (c) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and

Metro, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

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

Contractor shall provide Metro with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to Metro. Contractor shall email Certificate of Insurance to submitdocuments@oregonmetro.gov. Certificate of Insurance shall identify the Metro contract number.



Metro

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

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

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

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

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

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

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

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

f. Contractor and subcontractors agree that in the event such records disclose that Metro is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the Contractor or subcontractor

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shall pay all costs incurred by Metro in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from Metro.

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

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

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

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

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

12. 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.

13. 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 Metro's written consent.

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

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

16. 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. Metro may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose



Metro

600 NE Grand Ave.
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changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by

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

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

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

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

To Contractor: Jill Hrycyk
Grady Britton
107 SE Washington St, Ste 300,
Portland, OR 97214.

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

With Copy to: Cindy Wallace
777 NE MLK JR Blvd
Portland, OR 97232

CONTRACTOR

METRO

By _____

By _____

Print Name _____

Print Name _____

Date _____

Date _____

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Attachment A – Scope of Work

1. Purpose and Goal of Work

The Oregon Convention Center has awarded this contract to Grady Britton to provide strategic marketing services for the promotion of the Oregon Convention Center to the Pacific Northwest region.

Work will be provided on an as-needed basis beginning July 2017 through June 2020. One two-year extension may be negotiated depending on future needs. The Oregon Convention Center reserves the right to award additional contracts from this RFP during the above stated term.

During the contract term, Oregon Convention Center staff, at its sole discretion, will provide Contractor with written requests or work orders for specific assignments. These requests will include a detailed description of the services to be provided, deliverables, specifications and a time period in which to complete requested services. The work orders clarify work expectations, fees for services and serve as a further agreement for work to be performed within the awarded contract.

2. Description of the Scope of Work

- A. **Kickoff meeting.** Grady Britton will initiate planning for our partnership with a meeting focused on determining your numerous and varied marketing and communications needs. Talking through these and mapping them out, in the context of our goals, our audiences and our competition will allow Grady Britton to collectively determine near and long-term priorities. It will also help them assess what type or research may be most needed, as well as the appropriate breadth and depth of the marketing plan that's needed. Coming out of this kick-off meeting, Grady Britton will be able to develop a work plan for our review that will map out their recommended approach and inform a Statement of Work for the partnership.
- B. **Research.** Based upon our initial discussion, Grady Britton will provide Oregon Convention Center with recommendations around what information and research would be most helpful in informing our marketing plan and campaign strategy development. If there are learnings available from other research we've completed, they'll use that as a foundation and decide if any other information will be important to gather. After conducting and analyzing the needed research, Grady Britton will document and present insights, findings and recommendations for consideration to OregonConvention Center.
- C. **Marketing plan development.** The Grady Britton team knows that understanding our target audience and uncovering insights about them, their beliefs, and tendencies is the foundation of an effective marketing plan. Based upon existing information and insight we have, along with whatever else they are able to realize through the research they conduct. They'll be ready to develop our marketing plan. This plan serves as our go-to market strategy. It will help us collectively balance budget, priorities and marketing objectives that are the keys to a successful overall strategy. This plan includes both paid media and earned media (social strategy and public relations) plans. Marketing plans typically include:
 - Objectives
 - Audiences
 - Strategies / tactics
 - Measurement: plans and tools
 - Media schedules
 - Budget allocation
- D. **Develop campaign brief.** Once we have an approved marketing plan, Grady Britton proceed with development of a new campaign and/or whatever assets are indicated in the marketing plan. To start the process, Grady Britton will develop a campaign brief to inform the creative development for Oregon

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Convention Center's new campaign and the assets it requires. This brief aligns everyone on the strategy, content and tone of the campaign, and lays the foundation for starting creative development. A key driver of this brief will be the input gathered by the research conducted earlier, as well the priorities set in the approved marketing plan.

- E. **Develop and present creative concepts and key messages.** To demonstrate the various options Grady Britton is strategizing for the campaign, they produce "vision boards." These boards showcase a variety of images, font treatments, color palettes, design examples and photography styles that combine into a collage treatment that effectively shows the aesthetic feel that the campaign will have across all the materials developed. They'll also include key messages for the campaign at this stage of the process, as well as how they plan to address your diverse audiences.
- F. **Develop all creative executions.** Once we've reached consensus on the campaign approach (selected a vision board and aligned on key messages), Grady Britton will create the materials identified to be part of the campaign (i.e. print, direct mail, online, video, collateral, etc.). The creative development process includes two rounds of review for Oregon Convention Center to provide feedback and for Grady Britton to make revisions based on that feedback.
- G. **Media buying, earned media outreach, social content development.** On a parallel path to creative development, our paid and earned media teams will be buying media and completing outreach to publications based upon what was approved in the paid and earned media plans developed earlier in the process. Once key messages are identified, our earned team will also develop content for socials to work seamlessly with other campaign channels and tactics.
- H. **Finalize materials to be production ready.** Work with Oregon Convention Center and/or your approved contractors to coordinate production to better understand what exact formats for these assets are needed and how they will be distributed. Grady Britton has an in-house production team with deep experience and expertise working across all types of production work including print, digital, video, large format, etc.
- I. **On-going support.** Beyond the initial campaign development, there will be on-going needs for Oregon Convention Center. We can discuss what those on-going needs might be and ensure the expertise and knowledge developed in the original campaign continue to be leveraged. They'll also be working with us to measure the success of the campaign based upon pre-established metrics. They'll be monitoring those on an on-going basis to inform how to tweak and evolve our marketing efforts moving forward based upon in-market performance.

3. Deliverables/Outcomes

- Provide marketing expertise and strategies that promote the Oregon Convention Center and increase sales.
- Provide market research and consultation services to provide analysis, interpretation and presentation of research findings for recommendations and adjustments to marketing efforts.
- Provide marketing and audience insights and best-practice information.
- Create, write and execute marketing plans.
- Provide support and guidance for social media strategies, including content development, writing and planning, monitoring, response, tracking and recommendations.

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- Provide campaign execution from start to finish, including development, testing, creative execution, media buying, partnership and outreach development, tracking and measurement and campaign evaluation.
- Recommend, negotiate, purchase and place media buys. Negotiate value-add.
- Provide evaluation and measurement framework to assess effectiveness of campaigns.
- Coordination with Oregon Convention Center Director of Sales and marketing staff to meet project goals and timelines
- Provide the following related to creative services:
 - Strategic creative development for a variety of online and print marketing materials including but not limited to: print, digital and rich media ads; print materials such as rack cards and brochures; and large format billboard and bus ads.
 - Design comps, mood boards, sketches and concepts.
 - Message strategy, development and testing
 - Copy writing and editing
 - Graphic design and production
 - Multimedia production services, including video production and editing.
 - Developing marketing presentations

4. Payment and Billing


Contractor shall perform the above work for a maximum price not to exceed One Hundred Fifty Thousand AND XX/100TH DOLLARS (\$150,000.00).

Hourly rates:

Account Management - \$160
Marketing Strategy and Consultation - \$200
Creative Direction - \$200
Graphic Design - \$160
Production - \$130
Copywriting and Editing- \$160
Half Day Filming Rate for four Hours with One Assistant -\$1,000

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the Metro contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to metroaccountspayable@oregonmetro.gov. The Metro contract number and contractor name shall be referenced in the email subject line. Metro requests that contractors submit billing invoices for services within 10 business days of performance. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

Attachment B – Work Order Sample

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

WORK ORDER
Personal Services Agreements

CONTRACT NUMBER: _____ CONTRACT RELEASE # _____
CONTRACTOR: _____
CONTRACTOR EMAIL _____

PROJECT NAME: _____ PROJECT MANAGER: _____

PROJECT SUMMARY

SCOPE OF WORK

DELIVERABLES

SCHEDULE

COST

See Contractor's estimate. Total invoice amount not to exceed: _____

Contractor: Please e-mail all invoices to metroaccountspayable@oregonmetro.gov. Include contract release number listed above on invoices to ensure timely processing of your payment.

| | |
|------------------|------------------|
| Contractor | Metro staff |
| Signature: _____ | Signature: _____ |
| Date: _____ | Date: _____ |
| Telephone: _____ | Telephone: _____ |

Metro staff signing the agreement should have authorized signature authority for the agreement amount.

DPC instructions

CONTRACT RELEASE

1. Enter into PeopleSoft as a contract release and route for appropriate signature and approval work flow.
2. Scan in work order form and email to project manager listed to notify that work can begin.

INVOICING

1. Obtain project manger approval on invoice.
2. Receive on the invoice in PeoplSoft.
3. Forward to Accounting staff for processing

DPC initials and date: _____

Updated Aug 2012

MERC Staff Report

Agenda Item/Issue: For the purpose of approving the contract with Grady Britton for “On-call Marketing, Promotions and Creative Services” at the Oregon Convention Center, and authorizing the General Manager of Visitor Venues to execute the contract.

Resolution No.: 17-32

Presented By: Craig Stroud, Executive Director

Date: October 4, 2017

Background and Analysis:

The Oregon Convention Center (OCC) is one of the largest convention facilities in the Pacific Northwest and most sustainable in the world. With exhibit space, meeting space, onsite parking, full-service catering and easy public transportation options to both downtown and to the Portland International Airport, the OCC is well positioned as an excellent option for meetings and conventions in the region.

After almost 30 years, a long-awaited convention center hotel is being constructed adjacent to the OCC. Construction of the Hyatt Regency Portland at the Oregon Convention Center starts this year with a grand opening in spring 2020. This game-changing development for the OCC will allow the team to attract more and/or larger conventions and events, while building upon the current strengths of OCC and the region.

In preparation for the Hyatt Regency Portland at the Oregon Convention Center, the OCC published in April 2017 a Request for Proposals (RFP) for an On-Call Marketing, Promotions and Creative Services agency. MERC staff issued the RFP in accordance with MERC's purchasing and contracting rules, in compliance with Metro policy and all statutory requirements. The RFP was published in the Daily Journal of Commerce, the Skanner, Oregon Procurement Information Network (ORPIN) and on the Metro website.

The intent of the On-Call Services contract is to provide marketing expertise, strategies, research, insight and consultation services that promote the Oregon Convention Center and increase sales. The market research, analysis, interpretation and presentation of research findings will result in recommendations and adjustments to marketing efforts. Specific areas of focus include the creation and execution of a marketing plan; campaign development and implementation; and social media support and guidance. The contract allows for related creative services such as copy writing, graphic design, and multimedia production.

The OCC received six responses to the On-Call Services RFP and Grady Britton was awarded the contract in June 2017. This personal services agreement will be effective upon signature and will remain in effect until and including June 30, 2020, unless terminated or extended as provided in the agreement. The agreement may be renewed or extended for one additional two-year period at Metro's sole discretion.

Grady Britton has shown a strong commitment to diversity and is a woman majority-owned business currently awaiting notice from the state of Oregon for their Woman Business Enterprise (WBE) certification. Grady Britton frequently partners with other Certification Office for Business Inclusion and Diversity (COBID) businesses to provide additional opportunities throughout the community as part of their core values.

Fiscal Impact: The Oregon Convention Center's approved Sales and Marketing budget for 2017-2018 includes appropriation for services rendered by Grady Britton under this contract.

Recommendation: Staff recommends that the Metropolitan Exposition-Recreation Commission adopt Resolution 17-32 for On-call Marketing, Promotions and Creative Services Contract and delegate authority to the General Manager to execute this contract between MERC and Grady Britton.