
MERC Commission Meeting

November 3, 2010
12:30 pm

Oregon Convention Center
Room A108-09
777 NE Martin Luther King Jr.
Blvd.



MEETING: Metropolitan Exposition Recreation Commission
DATE: November 3, 2010
TIME: 12:30 PM
LOCATION: Oregon Convention Center
Room A 108-09

AGENDA

CALL TO ORDER

1.0 QUORUM CONFIRMED

2.0 COMMISSIONER / EX OFFICIO COMMUNICATIONS

3.0 GENERAL MANAGER COMMUNICATIONS

Teri Dresler

4.0 MERC VENUE BUSINESS REPORTS

Williams, Blosser, Bailey

5.0 OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS

6.0 TRAVEL PORTLAND 1st QUARTER REPORT AND FOTA UPDATE

Jeff Miller

7.0 CONSENT AGENDA

7.1 September 1, 2010 Record of MERC Commission Actions

7.2 October 6, 2010 MERC Commission Retreat - Session Notes

7.3 October 6, 2010 Record of MERC Commission Actions

8.0 RESERVES POLICY PROJECT UPDATE

Margo Norton

9.0 ARAMARK GIACOMETTI PARTNERS - FOTA UPDATE - COMMUNITY CAFÉ OVERVIEW

Brendan Coffey
Roy Jay/Bernie Foster

10.0 ACTION AGENDA

10.1 Resolution 10-25 approving a collective bargaining agreement with the International Alliance of Theatrical Stage Employees IATSE, Local B-20

Joni Johnson

10.2 Resolution 10-26 approving a contract with Secom International as the contractor for the purchase and installation of revenue computer software, hardware and related parking equipment

Jeff Blosser

ADJOURNMENT

MERC Commission Meeting

November 3, 2010
12:30 pm

4.0 – MERC Venues -
Business Reports

PCPA MONTHLY ANALYSIS

SEPTEMBER 2009

FACILITY NAME	DATE(S)	PRESENTER	EVENT	LOAD-IN/ LOAD-OUT DARK DAYS	NO. OF PERF.	TOTAL ATTEND.	PAID ATTEND.	% SOLD	GROSS TICKET SALES	RENT	CHARGES & REIMBURSE.	USER'S FEE	SOUVEN.	GROSS FOOD & BEV.	GROSS REVENUE EARNED
ASCH	9/12 to 9/13	Oregon Symphony	Cirque de la Symphonie (14087)	2	2	3,868	3,834	69%	\$200,098	\$1,690	\$9,462	\$1,916	\$0	\$4,937	\$18,005
	9/23	Kaiser Permanente	Saward Lecture (15282)	0	1	2,381	0	0%	\$0	\$4,700	\$2,839	\$0	\$153	\$4,221	\$11,913
	9/24	Portland Arts and Lectures	Wally Lamb (14194)	0	1	1,747	1,981	71%	\$71,408	\$1,855	\$2,710	\$4,574	\$50	\$854	\$10,043
	9/25	Live Nation	Lewis Black (14653)	0	1	1,701	1,688	60%	\$81,839	\$6,176	\$4,175	\$4,635	\$295	\$6,816	\$22,097
	9/26	Oregon Symphony	Bela, Edgar & Friends (14089)	0	1	2,476	2,501	90%	\$134,997	\$1,335	\$6,968	\$1,251	\$911	\$4,797	\$15,262
	9/29	Destination Funny Entertainment	Carol Burnett (15280)	0	1	1,939	1,983	71%	\$143,794	\$10,500	\$9,076	\$8,907	\$0	\$2,313	\$30,796
NEWMARK	9/3	OR College of Oriental Medicine	Graduation (13394)	0	1	626	0	0%	\$0	\$1,135	\$1,878	\$0	\$0	\$11,837	\$14,850
	9/12	Portland Creative Conference	Keeping the Beat (15757)	0	1	378	0	0%	\$0	\$500	\$4,475	\$0	\$0	\$3,664	\$8,639
	9/13	Live Nation	Patton Oswalt (15623)	0	1	784	761	83%	\$19,193	\$1,310	\$1,744	\$1,522	\$0	\$644	\$5,220
	9/17 to 9/20	Reaction Marketing	Forbidden Broadway (15328)	1	5	776	589	13%	\$26,840	\$4,055	\$7,625	\$1,609	\$0	\$593	\$13,882
	9/18 to 9/20	Portland Taiko	Lost and Found (12621)	2	3	1,075	892	34%	\$19,722	\$4,208	\$7,545	\$2,258	\$0	\$589	\$14,600
	9/24 to 9/25	Square Peg	David Cross (15837)	0	2	1,794	1,800	97%	\$63,024	\$2,620	\$5,857	\$3,597	\$163	\$3,083	\$15,320
9/29	Standard Insurance	Benefit Talent Show (15474)	0	1	257	0	0%	\$0	\$1,700	\$2,328	\$0	\$0	\$628	\$4,656	
WINNINGSTAD	9/4 to 9/12	PICA	tba festival (13407)	10	16	3,426	2,422	50%	\$28,625	\$9,835	\$22,893	\$4,512	\$180	\$418	\$37,838
	9/29	Matchstick Productions	In Deep The Skiing Experience (15516)	0	1	250	270	89%	\$4,050	\$735	\$1,176	\$540	\$0	\$0	\$2,451
BRUNISH HALL	9/25	Schwabe Williamson Wyatt	Meeting (14815)	0	1	124	0	n/a	\$0	\$600	\$815	\$0	\$0	\$1,749	\$3,164
A. HATFIELD HALL	9/14	Assoc. of Zoos/Aquariums	Reception (12518)	0	1	1,500	0	n/a	\$0	\$0	\$1,428	\$0	\$0	\$89,656	\$91,084
MISCELLANEOUS	9/16	PCPA	Noontime Showcase-Portland Taiko (15820)	0	1	171	0	n/a	\$0	\$0	\$0	\$0	\$0	\$9	\$9
	9/19	ArtBar	PDX Jazz - David Friessen Trio (15952)	0	1	61	0	n/a	\$0	\$0	\$0	\$0	\$0	\$951	\$951
ArtBar														\$20,094	\$20,094
Keller Café														see Oct.	\$0
PCPA Catering														\$1,492	\$1,492
		TOTALS		15	42	25,334	18,721	48%	\$793,590	\$52,954	\$92,994	\$35,321	\$1,752	\$159,345	\$342,366

PCPA MONTHLY ANALYSIS

September 2010

FACILITY NAME	DATE	PRESENTER	EVENT	LOAD-IN/ LOAD-OUT DARK DAYS	NO. OF PERF.	TOTAL ATTEND.	PAID ATTEND.	% SOLD	GROSS TICKET SALES	RENT	CHARGES & REIMBURSE.	USER'S FEE	SOUVEN.	GROSS FOOD & BEV.	GROSS REVENUE EARNED
KELLER	9/4 to 12	Broadway Across America	Burn the Floor	1	8	10,828	11,238	46%	\$474,816	\$34,456	\$37,044	\$37,429	\$1,484	\$22,964	\$133,377
ASCH	9/5 to 9	Oregon Symphony/PICA	Rufus Wainwright	2	1	1,943	1,837	66%	\$82,743	\$1,150	\$8,681	\$1,837	\$0	\$5,710	\$17,378
	9/16	Oregon Symphony	Joshua Bell	2	1	2,430	2,538	92%	\$210,817	\$1,335	\$8,168	\$2,538	\$418	\$2,408	\$14,867
	9/17	The Struble Foundation	Chick Corea Freedom Band	0	1	792	671	24%	\$43,453	\$3,340	\$4,950	\$2,483	\$423	\$958	\$12,154
	9/18	Oregon Symphony	Countdown to Carnegie	0	1	1,676	1,602	58%	\$85,410	\$780	\$4,636	\$1,602	\$0	\$3,169	\$10,187
	9/22	Seattle Theatre Group	Primus	0	1	1,911	1,874	67%	\$81,788	\$6,169	\$15,203	\$4,675	\$1,928	\$14,695	\$42,670
	9/23	Portland Arts and Lectures	Margaret Atwood/Ursula LaGuin	0	1	2,245	2,195	80%	\$72,646	\$1,855	\$3,261	\$5,630	\$103	\$1,567	\$12,416
	9/25	Oregon Symphony	The Mozart Grand Mass	2	1	1,016	931	34%	\$38,688	\$1,150	\$8,269	\$931	\$0	\$1,268	\$11,618
	9/28	Live Nation	Harry Connick Jr.	0	1	2,247	2,249	81%	\$168,695	\$11,500	\$14,369	\$9,548	\$239	\$3,755	\$39,411
NEWMARK	8/8 to 9/7	Artists Repertory Theatre	Long Day's Journey into Night	0	25	11,424	10,839	49%	\$667,811	\$34,540	\$65,604	\$38,566	\$0	\$29,197	\$167,907
	9/11	Kalakendra	Erasing Borders	0	1	253	168	19%	\$4,075	\$1,135	\$1,806	\$379	\$0	\$319	\$3,639
	9/12	Rasika	Jayanthi Raman's Dance Co.	0	1	220	131	25%	\$3,096	\$1,135	\$1,674	\$295	\$0	\$151	\$3,255
	9/14	Square Peg Concerts	Canadian Tenors	0	1	497	446	51%	\$22,095	\$1,350	\$2,910	\$1,264	\$438	\$495	\$6,457
	9/16	Kaiser Permanente	Saward Lecture	0	1	586	0		\$0	\$1,395	\$3,181	\$0	\$70	\$2,441	\$7,087
	9/22 to 25	White Bird	Ballet Jazz Montreal	1	3	1,144	1,611	61%	\$60,135	\$2,270	\$13,654	\$3,896	\$0	\$1,551	\$21,371
	9/26	Peacock Productions	Peacock After Dark	1	1	355	393	45%	\$10,875	\$1,325	\$4,332	\$786	\$0	\$575	\$7,018
WINNINGSTAD	9/8 to 19	PICA	Gloria's Cause, Cedric Andrieux	2	13	1,211	1,394	37%	\$10,216	\$4,815	\$6,240	\$3,138	\$239	\$0	\$14,432
	9/26	Rasika	Natya Dance Academy	1	1	147	0		\$0	\$985	\$822	\$0	\$0	\$0	\$1,807
	9/29	MSP Films	The Way I See It	0	1	251	240	82%	\$3,600	\$760	\$1,261	\$540	\$0	\$0	\$2,561
BRUNISH HALL	9/6 to 20	PICA	There is Still Time Brother	5	33	1,233	548	45%	\$2,760	\$0	\$4,043	\$1,233	\$0	\$0	\$5,276
A. HATFIELD HALL	9/1	PCPA Volunteers	Summer Arts on Main	0	1	188	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0
	9/1	PCPA	St. James Gate	0	1	338	0		\$0	\$0	\$0	\$0	\$0	\$3,415	\$3,415
	9/15	PCPA Volunteers	Portland Taiko	0	1	110	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0
KELLER CAFÉ														\$7,918	\$7,918
ARTBAR														\$20,969	\$20,969
PCPA CATERING														\$2,432	\$2,432
		TOTALS		17	100	43,045	40,905	53%	\$2,043,719	\$111,445	\$210,108	\$116,770	\$5,342	\$125,957	\$569,622

Monthly Event and Attendance Summary
July 1, 2009 - June 30, 2010

MONTH	KELLER		ASCH		NEWMARK		WINNINGSTAD		BRUNISH		LOBBY/OTHER		TOTALS	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance
July	0	0	2	4,169	13	1,806	4	547	0	0	11	2,282	30	8,804
August	8	23,049	2	2,864	8	3,897	2	102	2	101	11	2,697	33	32,710
September	5	6,449	7	14,112	13	6,080	22	3,614	1	124	3	1,732	51	32,111
October													0	0
November													0	0
December													0	0
January													0	0
February													0	0
March													0	0
April													0	0
May													0	0
June													0	0
Total to Date	13	29,498	11	21,145	34	11,783	28	4,263	3	225	25	6,711	114	73,625

Other includes Main Street

Monthly Event and Attendance Summary
July 1, 2010 - June 30, 2011

Month	KELLER		ASCH		NEWMARK		WINNINGSTAD		BRUNISH		LOBBY/OTHER		TOTALS	
	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance
July	15	37,362	5	7,079	2	970	7	896	0	0	21	3,732	50	50,039
August	8	16,379	3	2,570	22	10,042	0	0	2	79	8	3,019	43	32,089
September	12	19,043	8	14,260	14	5,582	14	1,877	7	635	4	661	59	42,058
October													0	0
November													0	0
December													0	0
January													0	0
February													0	0
March													0	0
April													0	0
May													0	0
June													0	0
Total to Date	35	72,784	16	23,909	38	16,594	21	2,773	9	714	33	7,412	152	124,186

Other includes Main Street

Total to Date Change														
Events	22	43,286	5	2,764	4	4,811	-7	-1,490	6	489	8	701	38	50,561
Percentage	169%	147%	45%	13%	12%	41%	-25%	-35%	200%	217%	32%	10%	33%	68.7%

OCC Event Analysis Monthly Revenue Report September 2010

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Indicator	Occupied Sq Feet	Event Days	In/Out Days	Travel Portland	OCC Actual Adver	OCC Actual Catering	OCC Actual Concess	OCC Actual Parking	OCC Actual Eq Rental	OCC Actual AV Equip	OCC Actual Utilities	OCC Actual Phone	OCC Actual Booth Carpet Cln	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
OCC SEP 2010 MISC NON-EVENT ACTIVITIES/BILLINGS	09/01/10	0	Accounting/Non-Event	Accounting/Non-event	Accounting/Non-Event		0	30	0		\$0	\$382	\$672	\$68,267	\$0	\$0	\$0	\$0	\$0	\$325	\$1,488	\$0	\$0	\$71,134
La Femme Magnifique International Pageant - to crown the most glamorous female impersonator in the business	09/05/10	780	New	Competition	Food & Beverage/Catering	National	64,400	1	1		\$0	\$0	\$7,479	\$0	\$515	\$4,145	\$945	\$225	\$0	\$0	\$539	\$4,000	\$1,428	\$19,276
Hoffman Corporation	09/07/10	120	Repeat	Meeting/Seminar	Meeting		3,750	1	0		\$0	\$1,758	\$0	\$0	\$0	\$305	\$166	\$0	\$0	\$0	\$315	\$545	\$0	\$3,089
Safety in Motion Training for Operations Set-up Staff	09/07/10	40	In-house	Training	In-house	Local	6,300	1	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OCC CPR Training	09/09/10	13	In-house	Training	In-house		2,456	1	1		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Islamic Center of Portland - EID Prayers	09/10/10	0	Repeat	Annual Convention/Conference	Meeting	Local	122,000	1	1		\$0	\$0	\$0	\$0	\$0	\$645	\$0	\$0	\$0	\$0	\$550	\$2,500	\$510	\$4,205
Magic Grand Prix - Portland	09/10/10	0	Repeat	Competition	Meeting	Local	180,000	3	1		\$0	\$991	\$15,190	\$0	\$815	\$318	\$635	\$700	\$0	\$0	\$847	\$12,000	\$334	\$31,830
Hispanic Metropolitan Chamber - Hispanic Heritage Dinner	09/09/10	430	New	Dinner	Food & Beverage/Catering	Local	17,100	1	0		\$0	\$25,674	\$1,061	\$36	\$0	\$6,527	\$0	\$0	\$0	\$0	\$165	\$0	\$1,825	\$35,289
US Bank Alumni Luncheon	09/09/10	435	Repeat	Lunch	Meeting	Local	17,100	1	0		\$0	\$17,190	\$0	\$888	\$0	\$8,410	\$0	\$0	\$0	\$0	\$475	\$0	\$690	\$27,653
Inhouse: Lunch for Intel Tech Fest Site Tour	09/09/10	0	In-house	Lunch	In-house		0	1	0		\$0	\$98	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$98
Unite Here! Local #9	09/09/10	20	Repeat	Meeting/Seminar	Meeting	Local	1,158	1	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$260	\$0	\$260
In-House: Hold for OCC Set Up for Magic Grand Prix	09/10/10	0	Accounting/Non-Event	Move-in/Move-out	In-house	Local	30,000	1	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
The Oregon Small Business Fair - 17th Annual	09/11/10	500	Repeat	Community Event	Tradeshaw	State	10,584	1	0		\$0	\$0	\$0	\$0	\$0	\$180	\$866	\$99	\$0	\$0	\$165	\$3,380	\$0	\$4,690
Responder Life Tribute Dinner	09/11/10	392	New	Dinner	Food & Beverage/Catering		12,600	1	0		\$0	\$15,360	\$0	\$294	\$125	\$4,350	\$135	\$0	\$0	\$0	\$165	\$0	\$1,650	\$22,079
Worldwide Distributors Fall Show	09/13/10	1,600	New	Annual Convention/Conference	Convention w/ Tradeshaw	National	1,511,791	4	3	TRUE	\$0	\$48,524	\$23,457	-\$1,280	\$0	\$3,305	\$19,274	\$11,213	\$3,954	\$0	\$9,431	\$80,072	\$4,691	\$202,641

OCC Event Analysis Monthly Revenue Report September 2010

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Indicator	Occupied Sq Feet	Event Days	In/Out Days	Travel Portland	OCC Actual Adver	OCC Actual Catering	OCC Actual Concess	OCC Actual Parking	OCC Actual Eq Rental	OCC Actual AV Equip	OCC Actual Utilities	OCC Actual Phone	OCC Actual Booth Carpet Cln	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
2010 Northwest Apparel & Footwear Material Show	09/14/10	500	Repeat	Trade Show	Tradeshow	Regional	256,482	2	1		\$0	\$20,910	\$5,704	\$0	\$45	\$570	\$1,657	\$0	\$360	\$0	\$5,815	\$9,744	\$533	\$45,338
The B.U.L.L. Session Dinner & Auction	09/13/10	440	Repeat	Auction	Food & Beverage/Catering	Local	20,277	1	0		\$0	\$24,437	\$0	\$0	\$647	\$5,210	\$242	\$0	\$0	\$0	\$39	-\$985	\$1,343	\$30,933
Oregon BEST FEST '10	09/13/10	240	New	Annual Convention/Conference	Meeting	State	10,584	1	0		\$0	\$12,323	\$36	\$9	\$80	\$1,573	\$0	\$0	\$0	\$0	\$1,617	\$790	\$324	\$16,751
All Metro Managers Meeting	09/14/10	320	Repeat	Meeting/Seminar	Meeting	Local	12,600	1	0		\$0	\$0	\$0	\$0	\$0	\$310	\$0	\$0	\$0	\$0	\$0	\$1,750	\$0	\$2,060
Susan G. Komen for the Cure Health Expo 2010	09/17/10	20,000	Repeat	Trade Show	Tradeshow	Local	193,515	2	2		\$0	\$155	\$6,435	\$0	\$0	\$1,040	\$1,965	\$1,017	\$406	\$0	\$700	\$13,000	\$693	\$25,411
Oregon State Bar - All Day Power Play	09/16/10	180	Repeat	Meeting/Seminar	Meeting		12,600	1	0		\$0	\$2,958	\$0	\$18	\$0	\$281	\$166	\$365	\$0	\$0	\$1,383	\$3,500	\$0	\$8,671
IAHB Workshop	09/16/10	176	Repeat	Meeting/Seminar	Meeting	Regional	11,340	2	0		\$0	\$1,707	\$0	\$0	\$0	\$1,290	\$0	\$0	\$0	\$0	\$1,679	\$2,200	\$0	\$6,876
Statesman Dinner Tasting	09/16/10	2	In-house	Tasting	In-house	Local	0	1	0		\$0	\$115	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$115
Portland VegFest 2010	09/18/10	4,800	Repeat	Consumer/Public Show	Consumer Public	Local	132,902	2	1		\$0	\$770	\$0	\$0	\$0	\$1,280	\$5,350	\$0	\$0	\$0	\$966	\$6,390	\$1,339	\$16,095
OCC's 20th Anniversary Celebration	09/17/10	283	In-house	Reception	In-house		18,900	1	0		\$0	\$13,678	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,678
Cascade Dafo, Inc. - Introduction to Dynamic Bracing	09/17/10	31	New	Meeting/Seminar	Meeting	Local	1,520	1	0		\$0	\$1,010	\$0	\$0	\$0	\$235	\$0	\$0	\$0	\$0	\$573	\$250	\$0	\$2,068
Sustainable Industries Economic Forum	09/17/10	190	New	Breakfast	Meeting	Regional	8,900	1	0		\$0	\$6,435	\$0	\$0	\$0	\$1,600	\$175	\$0	\$0	\$0	\$25	\$0	\$575	\$8,810
PCCG 2010 Platforms Launch Celebration	09/18/10	420	New	Dinner	Food & Beverage/Catering		25,200	1	0		\$0	\$52,842	\$83	\$852	\$756	\$8,040	\$0	\$0	\$0	\$0	\$165	\$0	\$2,535	\$65,273
World Wide Group - Regional Rallies	09/18/10	650	Repeat	Meeting/Seminar	Meeting	Regional	8,200	1	0		\$0	\$130	\$0	\$0	\$0	\$390	\$83	\$0	\$0	\$0	\$165	\$2,350	\$55	\$3,173
Institute of Navigation - GNSS 2010	09/22/10	1,268	Repeat	Annual Convention/Conference	Convention w/ Tradeshow	International	718,902	3	2	TRUE	\$0	\$161,292	\$3,335	\$0	\$0	\$3,201	\$14,836	\$12,475	\$5,645	\$0	\$19,731	\$28,800	\$3,363	\$252,677
GNSS Solutions Tutorials	09/20/10	85	New	Meeting/Seminar	Meeting	National	7,446	2	0		\$0	\$1,545	\$0	\$0	\$60	\$300	\$0	\$0	\$0	\$0	\$1,455	\$1,900	\$0	\$5,260
Institute of Navigation Pre-Con	09/20/10	0	In-house	Accounting/Non-event	In-house		0	1	0		\$0	\$7	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7

OCC Event Analysis Monthly Revenue Report September 2010

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Indicator	Occupied Sq Feet	Event Days	In/Out Days	Travel Portland	OCC Actual Adver	OCC Actual Catering	OCC Actual Concess	OCC Actual Parking	OCC Actual Eq Rental	OCC Actual AV Equip	OCC Actual Utilities	OCC Actual Phone	OCC Actual Booth Carpet Cln	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
Radio Technical Commission for Maritime Services: RTCM Special Committee 104	09/20/10	25	New	Meeting/Seminar	Meeting	National	3,544	2	0		\$0	\$1,278	\$0	\$0	\$0	\$410	\$0	\$0	\$0	\$0	\$0	\$1,120	\$0	\$2,808
Oregon Convention Center - Meeting with Ottawa Convention Center	09/21/10	14	In-house	Meeting/Seminar	In-house		0	1	0		\$0	\$276	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16	\$0	\$0	\$292
MERC Executive Team Meeting -- In House	09/21/10	0	In-house	Accounting/Non-event	In-house		0	1	0		\$0	\$11	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11
US Department of Veterans Affairs	09/21/10	33	In-house	Meeting/Seminar	In-house		2,456	2	0	TRUE	\$0	\$1,597	\$0	\$0	\$0	\$0	\$92	\$0	\$0	\$0	\$255	\$0	\$0	\$1,944
Spirent Federal Systems	09/22/10	15	New	Meeting/Seminar	Meeting	National	3,116	2	1		\$0	\$29	\$0	\$0	\$30	\$0	\$0	\$375	\$0	\$0	\$39	\$480	\$0	\$953
Scrapbook EXPO - Portland	09/24/10	1,100	New	Consumer/Public Show	Consumer Public	Local	262,342	2	2		\$0	\$0	\$2,785	\$0	\$0	\$410	\$1,494	\$275	\$0	\$0	\$1,650	\$10,600	\$346	\$17,559
Oregon Department of Transportation Geospatial Meeting	09/22/10	0	New	Meeting/Seminar	Meeting		826	1	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$260	\$0	\$260
Private Reception	09/22/10	140	New	Reception	Food & Beverage/Catering	National	7,812	2	0		\$0	\$7,027	\$0	\$0	\$15	\$340	\$0	\$650	\$0	\$0	\$525	\$460	\$200	\$9,217
Oregon State Bar - Advanced Estate Planning	09/23/10	190	Repeat	Meeting/Seminar	Meeting		7,528	1	0		\$0	\$3,581	\$0	\$81	\$0	\$290	\$166	\$365	\$0	\$0	\$1,568	\$1,750	\$0	\$7,801
Allies in Change Presents "Advanced Techniques in Working with Abusive Men"	09/23/10	21	New	Meeting/Seminar	Meeting	Local	1,652	2	0		\$0	\$22	\$0	\$9	\$0	\$0	\$83	\$0	\$0	\$0	\$0	\$520	\$0	\$634
Barbershop Harmony Society - Evergreen District Fall Barbershop Convention	09/24/10	1,200	Repeat	Concert	Ticketed	Regional	116,122	2	1	TRUE	\$0	\$1,136	\$4,844	\$125	\$1,480	\$6,435	\$332	\$0	\$0	\$0	\$368	\$5,100	\$3,388	\$23,208
MED Week Kick-off Celebration Party	09/23/10	75	New	Reception	Food & Beverage/Catering		4,700	1	0		\$0	\$2,762	\$0	\$0	\$0	\$150	\$270	\$0	\$0	\$0	\$150	\$0	\$300	\$3,632

OCC Event Analysis Monthly Revenue Report September 2010

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Indicator	Occupied Sq Feet	Event Days	In/Out Days	Travel Portland	OCC Actual Adver	OCC Actual Catering	OCC Actual Concess	OCC Actual Parking	OCC Actual Eq Rental	OCC Actual AV Equip	OCC Actual Utilities	OCC Actual Phone	OCC Actual Booth Carpet Cln	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
Oregon Law Institute - 23rd Annual Family Law Seminar	09/24/10	97	Repeat	Meeting/Seminar	Meeting	State	4,000	1	0		\$0	\$874	\$0	\$126	\$0	\$190	\$83	\$0	\$0	\$0	\$468	\$1,100	\$0	\$2,841
Oregon State Bar - Labor & Employment Law 2010: Rising to the Challenge	09/24/10	150	Repeat	Meeting/Seminar	Meeting		10,575	1	0		\$0	\$3,639	\$0	\$72	\$0	\$955	\$83	\$0	\$0	\$0	\$1,342	\$1,900	\$0	\$7,991
In-House: Oregon Chapter of the American Planning Association (Site Tour & Meeting)	09/24/10	0	In-house	Meeting/Seminar	In-house	Local	0	1	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miss Latin Look International Pageant	09/26/10	200	New	Fashion Show/Pageant	Miscellaneous/Other	Local	22,111	1	0		\$0	\$120	\$2,186	\$0	\$360	\$650	\$467	\$0	\$0	\$0	\$445	\$2,500	\$200	\$6,928
Architecture Foundation of Oregon Honored Citizen Dinner	09/28/10	525	Repeat	Fundraiser	Food & Beverage/Catering	Local	50,400	1	1		\$0	\$29,111	\$3,523	\$49	\$20	\$9,400	\$405	\$0	\$0	\$0	\$165	\$2,600	\$3,760	\$49,033
Celebrating 20 Years of YOU!	09/27/10	0	In-house	Accounting/Non-event	In-house	Local	30,000	1	0		\$0	\$5,996	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,996
Aramark Staff meeting	09/27/10	0	In-house	Meeting/Seminar	In-house	Local	0	1	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DAMA Day 2010	09/29/10	75	New	Meeting/Seminar	Meeting	Local	6,585	1	0		\$0	\$3,483	\$0	\$0	\$150	\$2,059	\$0	\$0	\$0	\$0	\$285	\$800	\$0	\$6,777
Barran Liebman Annual Labor & Employment Seminar 2010	09/30/10	625	Repeat	Meeting/Seminar	Meeting		34,200	1	1		\$0	\$14,936	\$0	\$0	\$1,080	\$3,090	\$462	\$0	\$0	\$0	\$165	\$7,275	\$303	\$27,310
OSCPA Career Showcase 2010	09/29/10	300	New	Job Fair	Tradeshow	State	37,800	1	0		\$0	\$3,947	\$0	\$406	\$465	\$0	\$276	\$0	\$0	\$0	\$1,365	\$2,750	\$0	\$9,209
Spectrum 2010 - NW Property Management Conference	09/30/10	0	Repeat	Trade Show	Convention w/ Tradeshow	Local	202,350	1	1		\$0	\$32,401	\$1,852	\$0	\$0	\$8,428	\$15,988	\$2,052	\$136	\$0	\$1,435	\$6,378	\$1,226	\$69,897
Great Western Council of Optometry 2010	09/30/10	924	Repeat	Annual Convention/Conference	Convention w/ Tradeshow	Regional	240,270	3	1	TRUE	\$0	\$51,064	\$6,149	\$0	\$120	\$2,124	\$4,971	\$920	\$409	\$0	\$408	\$20,990	\$787	\$87,941
Simpson Strong-Tie Workshops	09/30/10	50	Repeat	Meeting/Seminar	Meeting		3,750	1	0		\$0	\$1,834	\$0	\$0	\$60	\$550	\$83	\$0	\$0	\$0	\$225	\$0	\$0	\$2,752
Totals		39,674					4,470,746														\$239,029		\$1,270,431	

OCC Event Analysis Monthly Revenue Report September 09 Historical Comparison

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Indicator	Occupied Sq Feet	Event Days	In/Out Days	Travel Portland	OCC Actual Adver	OCC Actual Catering	OCC Actual Concess	OCC Actual Parking	OCC Actual Eq Rental	OCC Actual AV Equip	OCC Actual Utilities	OCC Actual Phone	OCC Actual Booth Carpet Cln	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
OCC SEP 2009 MISC NON-EVENT ACTIVITIES/BILLINGS	09/01/09	1	Accounting/Non-Event	Accounting/Non-event	Accounting/Non-Event		0	30	0		\$0	\$529	\$654	\$69,663	\$0	\$0	\$0	\$0	\$0	\$0	\$3,498	\$0	\$0	\$74,344
MERC Commission Meeting	09/02/09	30	In-house	Meeting/Seminar	In-house	Local	2,457	1	0		\$0	\$397	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$397
Project Management Training - RLI Program	09/02/09	25	Repeat	Meeting/Seminar	In-house	Local	1,228	1	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
NW Oregon Health Preparedness Organization - Training	09/02/09	30	New	Meeting/Seminar	Meeting	Regional	1,875	1	0		\$0	\$504	\$0	\$108	\$80	\$205	\$0	\$0	\$0	\$0	\$0	\$380	\$0	\$1,277
Project Management Training - RLI Program	09/04/09	25	Repeat	Meeting/Seminar	In-house	Local	1,228	1	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
La Femme Magnifique International Pageant - to crown the most glamorous female impersonator in the business	09/06/09	600	New	Competition	Food & Beverage/Catering	National	59,700	1	1		\$0	\$0	\$6,548	\$0	\$820	\$3,500	\$959	\$225	\$0	\$0	\$539	\$3,750	\$1,208	\$17,549
Hoffman Corporation Quarterly Meeting	09/08/09	145	Repeat	Meeting/Seminar	Corporate	Local	1,875	1	0		\$0	\$652	\$0	\$0	\$0	\$255	\$0	\$0	\$0	\$0	\$0	\$545	\$0	\$1,452
Union Negotiations	09/08/09	10	In-house	Meeting/Seminar	Meeting	Local	2,020	2	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MERC/Aramark -- Part-time AV Interview	09/09/09	6	In-house	Meeting/Seminar	In-house	Local	0	2	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Management Training - RLI Program	09/09/09	22	Repeat	Meeting/Seminar	In-house	Local	1,228	1	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Spectrum 2009 - NW Property Management Conference	09/10/09	875	Repeat	Trade Show	Convention w/ Tradeshow	Local	206,503	1	1		\$0	\$33,137	\$1,558	\$0	\$0	\$3,385	\$11,252	\$396	\$234	\$0	\$550	\$7,334	\$585	\$58,430
Hispanic Metropolitan Chamber - Hispanic Heritage Celebration	09/10/09	362	New	Dinner	Food & Beverage/Catering	Local	17,100	1	0		\$0	\$28,266	\$1,100	\$0	\$0	\$5,856	\$0	\$0	\$0	\$0	\$165	\$0	\$1,715	\$37,103
PICC Luncheon	09/10/09	46	New	Lunch	Food & Beverage/Catering	Regional	1,818	1	0		\$0	\$1,270	\$0	\$0	\$0	\$35	\$0	\$0	\$0	\$0	\$150	\$0	\$0	\$1,455
Weekend Super Sale	09/10/09	60	New	Trade Show	Consumer Public	Local	305,000	4	1		\$0	\$0	\$0	\$0	\$0	\$0	\$2,602	\$0	\$0	\$0	\$750	\$5,250	\$0	\$8,602

OCC Event Analysis Monthly Revenue Report September 09 Historical Comparison

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Indicator	Occupied Sq Feet	Event Days	In/Out Days	Travel Portland	OCC Actual Adver	OCC Actual Catering	OCC Actual Concess	OCC Actual Parking	OCC Actual Eq Rental	OCC Actual AV Equip	OCC Actual Utilities	OCC Actual Phone	OCC Actual Booth Carpet Cln	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
AZA Pre Event Meeting	09/11/09	15	In-house	Accounting/Non-event	Accounting/Non-Event	Local	0	1	0		\$0	\$37	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$37
Project Management Training - RLI Program	09/11/09	22	Repeat	Meeting/Seminar	In-house	Local	1,228	1	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reliv Business Opportunity Meeting	09/11/09	70	Repeat	Meeting/Seminar	Meeting	Local	7,500	2	0		\$0	\$95	\$0	\$0	\$30	\$1,380	\$79	\$0	\$0	\$0	\$0	\$2,180	\$125	\$3,889
Responder Life Tribute Dinner	09/11/09	373	New	Dinner	Food & Beverage/Catering	Local	12,600	1	0		\$0	\$15,840	\$0	\$0	\$365	\$3,611	\$217	\$0	\$0	\$0	\$165	\$0	\$1,177	\$21,375
Oregon State Bar - All Day Power Play	09/11/09	240	Repeat	Meeting/Seminar	Meeting	State	12,600	1	0		\$0	\$5,795	\$0	\$32	\$0	\$455	\$204	\$365	\$0	\$0	\$165	\$2,600	\$0	\$9,616
Association of Zoos & Aquariums 85th Annual Conference	09/14/09	1,600	New	Annual Convention/Conference	Convention w/ Tradeshow	National	746,379	4	2	TRUE	\$0	\$119,253	\$11,253	\$0	\$423	\$6,872	\$16,351	\$7,369	\$2,105	\$0	\$1,475	\$34,200	\$4,943	\$204,244
Clean Pacific Conference & Exhibition	09/14/09	864	New	Annual Convention/Conference	Convention w/ Tradeshow	National	207,064	4	2	TRUE	\$0	\$33,748	\$3,989	\$0	\$30	\$11,574	\$5,244	\$747	\$1,452	\$0	\$182	\$11,280	\$6,674	\$74,919
Millie Lewis AMTC Orientation & Workshop	09/12/09	30	Repeat	Meeting/Seminar	Meeting	Local	2,772	2	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$810	\$0	\$810
The B.U.L.L. Session Dinner & Auction	09/14/09	388	Repeat	Auction	Food & Beverage/Catering	Local	26,000	1	0		\$0	\$21,251	\$0	\$0	\$420	\$3,833	\$129	\$0	\$0	\$0	\$165	\$219	\$1,003	\$27,019
IN HSE ADMIN INTERVIEWS	09/14/09	3	In-house	Meeting/Seminar	In-house	Local	0	1	0		\$0	\$22	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22
2009 Northwest Apparel & Footwear Material Show	09/15/09	400	Repeat	Trade Show	Tradeshow	Regional	257,170	2	1		\$0	\$20,754	\$4,876	\$0	\$0	\$283	\$2,031	\$0	\$642	\$0	\$910	\$8,478	\$830	\$38,804
Coastal America Learning Center Directors' Meeting	09/15/09	25	New	Meeting/Seminar	Meeting	National	756	1	0		\$0	\$599	\$0	\$0	\$0	\$30	\$0	\$0	\$0	\$0	\$0	\$180	\$0	\$809
NW Oregon Health Preparedness Organization - Exercise	09/16/09	40	New	Meeting/Seminar	Meeting	Regional	3,750	1	0		\$0	\$781	\$0	\$150	\$120	\$540	\$79	\$142	\$0	\$0	\$0	\$760	\$0	\$2,572
Project Management Training - RLI Program	09/16/09	23	Repeat	Meeting/Seminar	In-house	Local	1,158	1	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Achieve Green Networking Reception	09/16/09	80	In-house	Reception	Food & Beverage/Catering	Local	4,700	1	0		\$0	\$4,011	\$26	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$430	\$0	\$500	\$4,967

OCC Event Analysis Monthly Revenue Report September 09 Historical Comparison

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Indicator	Occupied Sq Feet	Event Days	In/Out Days	Travel Portland	OCC Actual Adver	OCC Actual Catering	OCC Actual Concess	OCC Actual Parking	OCC Actual Eq Rental	OCC Actual AV Equip	OCC Actual Utilities	OCC Actual Phone	OCC Actual Booth Carpet Cln	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
Susan G. Komen for the CURE Health Expo 2009	09/18/09	15,000	Repeat	Annual Convention/Conference	Tradeshow	Local	198,462	2	2		\$0	\$203	\$6,101	\$0	\$0	\$0	\$2,535	\$621	\$326	\$0	\$850	\$12,700	\$1,365	\$24,701
Zoo Director Interviews	09/16/09	5	In-house	Meeting/Seminar	In-house	Local	428	1	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Trekking Through the Legal Jungle - On Safari with Barran Liebman	09/17/09	630	Repeat	Meeting/Seminar	Meeting	Local	34,200	1	1		\$0	\$14,606	\$0	\$0	\$540	\$3,090	\$462	\$0	\$0	\$0	\$165	\$6,675	\$303	\$25,841
Metro Service Awards Luncheon	09/17/09	30	In-house	Lunch	In-house	Local	1,458	1	0		\$0	\$303	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$303
Project Management Training - RLI Program	09/17/09	23	Repeat	Meeting/Seminar	In-house	Local	1,158	1	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
National Association of County Agricultural Agents - 2009 Annual Meeting & Professional Improvement Conference (NACAA)	09/20/09	1,150	New	Annual Convention/Conference	Convention w/ Tradeshow	National	512,129	6	2	TRUE	\$0	\$76,114	\$5,037	\$0	\$340	\$36,570	\$4,722	\$4,104	\$0	\$0	\$550	\$41,380	\$17,940	\$186,756
Portland VegFest	09/19/09	3,500	New	Consumer/Public Show	Consumer Public	Local	95,668	1	1		\$0	\$1,800	\$0	\$0	\$0	\$475	\$3,206	\$0	\$0	\$0	\$395	\$3,350	\$887	\$10,113
Oregon Law Institute - 2009 Workers' Compensation Update	09/18/09	70	Repeat	Meeting/Seminar	Meeting	State	1,818	1	0		\$0	\$868	\$0	\$72	\$0	\$170	\$79	\$0	\$0	\$0	\$0	\$520	\$0	\$1,709
The Oregon Small Business Fair - 16th Annual	09/19/09	800	Repeat	Community Event	Tradeshow	State	10,584	1	0		\$0	\$0	\$1,775	\$0	\$0	\$180	\$650	\$0	\$0	\$0	-\$151	\$3,090	\$0	\$5,544
Medicine Begins With Me	09/19/09	80	New	Meeting/Seminar	Meeting	Local	8,210	2	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,480	\$0	\$1,480
Primerica Financial Independence Seminar	09/19/09	1,000	New	Meeting/Seminar	Meeting	Local	18,900	1	0		\$0	\$0	\$0	\$0	\$45	\$2,325	\$416	\$0	\$0	\$0	\$165	\$4,125	\$130	\$7,206
Home Improvement Show 2009	09/24/09	3,508	Repeat	Consumer/Public Show	Consumer Public	Local	1,065,596	4	4		\$0	\$0	\$10,056	\$0	\$0	\$81	\$14,042	\$275	\$2,150	\$551	\$0	\$67,000	\$5,587	\$99,741
ARAMARK Contract Negotiations	09/21/09	10	In-house	Meeting/Seminar	In-house	Local	856	2	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ADA volunteer meeting	09/22/09	10	Repeat	Meeting/Seminar	Meeting	Local	0	1	0		\$0	\$358	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$358
IN-HOUSE: OCC Selling Daily Parking Passes	09/23/09	1	Accounting/Non-Event	Accounting/Non-event	Miscellaneous/Other	Local	0	5	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

OCC Event Analysis Monthly Revenue Report September 09 Historical Comparison

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Indicator	Occupied Sq Feet	Event Days	In/Out Days	Travel Portland	OCC Actual Adver	OCC Actual Catering	OCC Actual Concess	OCC Actual Parking	OCC Actual Eq Rental	OCC Actual AV Equip	OCC Actual Utilities	OCC Actual Phone	OCC Actual Booth Carpet Cln	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
Diversity Conference Meeting - In-house	09/23/09	12	In-house	Accounting/Non-event	In-house	Local	0	1	0		\$0	\$46	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$46
Project Management Training - RLI Program	09/23/09	22	Repeat	Meeting/Seminar	In-house	Local	1,377	1	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Bead Fest Portland 2009	09/24/09	2,545	Repeat	Consumer/Public Show	Convention w/ Tradeshow	Local	467,100	4	1	TRUE	\$0	\$111	\$11,320	\$0	\$0	\$15	\$9,035	\$675	\$0	\$165	\$530	\$33,460	\$5,267	\$60,578
Metro Management All Staff Workshop	09/23/09	90	Repeat	Meeting/Seminar	Meeting	Local	4,005	1	0		\$0	\$0	\$0	\$0	\$0	\$539	\$0	\$0	\$0	\$0	\$0	\$650	\$0	\$1,189
MED Week Kick-off Celebration Party	09/23/09	72	New	Reception	Food & Beverage/Catering	Local	4,105	1	0		\$0	\$2,684	\$0	\$0	\$0	\$180	\$129	\$0	\$0	\$0	\$150	\$0	\$100	\$3,243
OEN Tom Holce Awards for Entrepreneurship 2009	09/24/09	650	Repeat	Dinner	Food & Beverage/Catering	Local	25,500	1	0		\$0	\$24,946	\$2,617	\$0	\$120	\$605	\$341	\$0	\$0	\$0	\$275	\$2,200	\$1,643	\$32,747
Oregon State Bar - Advising Nonprofit Organizations	09/24/09	140	Repeat	Meeting/Seminar	Meeting	Local	4,700	1	0		\$0	\$2,537	\$0	\$40	\$0	\$196	\$167	\$0	\$0	\$0	\$25	\$1,200	\$0	\$4,165
ULI - Central City Commercial Development Symposium II	09/24/09	120	New	Breakfast	Food & Beverage/Catering	Regional	6,300	1	0		\$0	\$3,785	\$0	\$0	\$0	\$631	\$0	\$0	\$0	\$0	\$0	\$250	\$0	\$4,666
INHSE JOINT OCC MERC TRAVEL PORTLAND MTG	09/24/09	13	In-house	Meeting/Seminar	In-house	Local	0	1	0		\$0	\$160	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$160
Travel Portland - Internet Reseach Marketing	09/24/09	70	New	Meeting/Seminar	Meeting	Local	3,750	2	0	TRUE	\$0	\$485	\$0	\$0	\$0	\$860	\$113	\$1,305	\$0	\$0	\$0	\$0	\$0	\$2,763
American Diabetes Association - Annual Practice Update	09/25/09	441	New	Meeting/Seminar	Meeting	Local	18,900	1	0		\$0	\$18,605	\$0	\$61	\$480	\$825	\$0	\$0	\$0	\$0	\$0	\$1,600	\$523	\$22,094
Project Management Training - RLI Program	09/25/09	22	Repeat	Meeting/Seminar	In-house	Local	1,158	1	0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rose City Bridal Showcase 2009	09/26/09	2,036	Repeat	Exhibits	Ticketed	Local	100,884	2	1		\$0	\$0	\$3,074	\$0	\$120	\$0	\$3,443	\$0	\$168	\$326	\$1,002	\$6,000	\$2,906	\$17,038

OCC Event Analysis Monthly Revenue Report September 09 Historical Comparison

Event Name	Start Date	Actual Attend	Event Rank	Event Type	Event Class	Event Indicator	Occupied Sq Feet	Event Days	In/Out Days	Travel Portland	OCC Actual Adver	OCC Actual Catering	OCC Actual Concess	OCC Actual Parking	OCC Actual Eq Rental	OCC Actual AV Equip	OCC Actual Utilities	OCC Actual Phone	OCC Actual Booth Carpet Cln	OCC Actual Box Office	OCC Actual Misc	OCC Actual Rent	OCC Actual Labor	OCC Actual Total
Oregon Law Institute - 22nd Annual Family Law Seminar	09/25/09	140	Repeat	Meeting/Seminar	Meeting	State	3,204	1	0		\$0	\$1,389	\$0	\$112	\$0	\$250	\$88	\$0	\$0	\$0	\$0	\$925	\$0	\$2,764
2009 Pacific Northwest SAS Users Group Conference	09/26/09	115	New	Meeting/Seminar	Meeting	Regional	45,384	5	0		\$0	\$19,150	\$0	\$0	\$0	\$2,141	\$1,374	\$1,912	\$0	\$0	\$650	\$8,158	\$300	\$33,684
Miss Latin Look International Pageant	09/26/09	250	New	Fashion Show/Pageant	Miscellaneous/Other	Local	22,111	1	0		\$0	\$0	\$2,334	\$0	\$360	\$650	\$634	\$0	\$0	\$0	\$345	\$2,400	\$625	\$7,348
USA Pears	09/28/09	26	New	Meeting/Seminar	Meeting	Regional	1,563	1	0		\$0	\$473	\$0	\$0	\$0	\$205	\$0	\$0	\$0	\$0	\$0	\$360	\$0	\$1,038
Northwest Human Resources Management Association 2009 Annual Conference	09/30/09	569	New	Annual Convention/Conference	Convention w/ Tradeshow	Regional	126,347	3	1	TRUE	\$0	\$79,378	\$5,393	\$0	\$276	\$14,543	\$3,417	\$2,186	\$130	\$0	\$505	\$10,260	\$4,123	\$120,211
Kaiser Permanente Dental Program All Staff Meeting	09/29/09	625	Repeat	Meeting/Seminar	Meeting	Local	25,200	1	0		\$0	\$37,782	\$193	\$1,728	\$0	\$8,147	\$0	\$0	\$0	\$0	\$165	\$2,225	\$2,530	\$52,770
Federal Highway Administration	09/29/09	48	New	Meeting/Seminar	Meeting	State	2,754	2	0		\$0	\$605	\$0	\$0	\$150	\$700	\$0	\$0	\$0	\$0	\$0	\$800	\$0	\$2,255
MERC/Aramark - Greeting for Intel IMEC	09/29/09	20	In-house	Reception	In-house	Local	0	1	0		\$0	\$30	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30
INHSE BIKE TO WORK DAY - OCC	09/30/09	18	In-house	Meeting/Seminar	In-house	Local	0	1	0		\$0	\$208	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$208
CE International - Osteoporosis	09/30/09	47	Repeat	Meeting/Seminar	Meeting	Local	2,457	1	0		\$0	\$65	\$0	\$0	\$15	\$90	\$79	\$0	\$0	\$0	-\$54	\$720	\$0	\$915
Association of Christian Schools 2009 Conference and Tradeshow (ACSI)	10/01/09	600	Repeat	Annual Convention/Conference	Convention w/ Tradeshow	Regional	130,266	2	1	TRUE	\$0	\$1,091	\$2,809	\$0	\$0	\$7,738	\$2,330	\$450	\$0	\$0	\$802	\$9,480	\$1,115	\$25,815
Minority Enterprise Development Week	09/30/09	375	Repeat	Lunch	Food & Beverage/Catering	Local	20,428	1	0		\$0	\$15,486	\$0	\$0	\$0	\$133	\$113	\$0	\$0	\$0	\$345	\$1,630	\$575	\$18,282
OSCPA Career Showcase 2009	09/30/09	250	New	Job Fair	Tradeshow	State	37,800	1	0		\$0	\$4,151	\$0	\$312	\$405	\$0	\$172	\$0	\$0	\$0	\$43	\$2,750	\$0	\$7,833
Metro RCR Strategic Planning	09/30/09	35	Repeat	Meeting/Seminar	Meeting	Local	937	1	0		\$0	\$126	\$0	\$0	\$0	\$30	\$0	\$0	\$0	\$0	\$0	\$110	\$0	\$266
Totals		41,578					4,891,406															\$303,463		\$1,375,549

Expo Center Event Analysis

September 2010

	Consumer	Trade	Misc.	Conv.	# of Events	Event Days	I/O Days	Use %	Attendance	Rental	Equipment	Concessions	Catering	Utilities	Parking	Total
CRC Open House	9		1		1	1	0		55	585			324			909
Rose City Live Model Horse Show	11	1			1	1	1		20	585			259		119	963
Rose City Gun and Knife Show	10-12	1			1	3	2		2,875	14,850	500	5,929		825	16,287	38,391
NW Quilt Judging	13				1	1	1		12	590						590
Starplex Corp Orientations	14		1		1	1	0		68	390						390
Portland Fall RV & Van Show	16-19	1			1	4	4		7,766	56,127		16,451	420	6,788	29,196	108,982
Just Between Friends Children's Consignment Sale	17-19	1			1	3	3		3,964	8,194		681		695	12,681	22,251
Hardy Plant Society of Oregon Garden Fair	18-19	1			1	2	2		3,542	6,325	300	1,734	36	821	10,333	19,549
2010 Northwest Quilting Expo	23-25	1			1	3	3		5,161	20,020	530	21,596	1,028	4,666	23,576	71,416
Silver Collector Car Auction	25	1			1	1	1		426	3,675		3,313		502	1,745	9,235
Total	6	1	2		10	20	17	36%	23,889	111,341	1,330	49,704	2,067	14,297	93,937	272,676

FY 2010-11

July		3		5	7	17	8	28%	16,513	118,034	1,737	91,719	9,347	7,473	85,089	313,399
August		1		3	4	7	4	6%	7,214	28,005	500	22,606	4,113	942	28,634	84,800
September		6	1	2	10	20	17	36%	23,889	111,341	1,330	49,704	2,067	14,297	93,937	272,676
October																0
November																0
December																0
January																0
February																0
March																0
April																0
May																0
June																0
Total to Date		10		10	21	44	29	23%	47,616	257,380	3,567	164,029	15,527	22,712	207,660	670,875

Month to Month Comparison

-4	1	-2	0	-4	-11	-10	-5%	-6,150	-25,653	-1,776	-31,826	-3,282	-15,351	-40,376	-118,264
-----------	----------	-----------	----------	-----------	------------	------------	------------	---------------	----------------	---------------	----------------	---------------	----------------	----------------	-----------------

Year to Date Comparison

-7	0	5	0	-1	-7	-13	-3%	-10,264	3,828	-2,397	-51,257	5,178	-18,705	-48,226	-111,579
-----------	----------	----------	----------	-----------	-----------	------------	------------	----------------	--------------	---------------	----------------	--------------	----------------	----------------	-----------------

FY 2009-10

July		3			3	10	7	27%	17,662	88,958	1,375	100,895	5,000	9,689	87,906	293,823
August		4		1	5	10	8	12%	10,179	27,600	1,483	32,861		2,080	33,667	97,691
September		10		4	14	31	27	41%	30,039	136,994	3,106	81,530	5,349	29,648	134,313	390,940
October		5		5	11	24	18	32%	26,720	92,242	2,836	110,235	11,489	28,257	110,805	355,864
November		8			8	26	22	58%	69,085	142,143	1,903	65,784	1,058	18,552	184,705	414,145
December		2			2	6	5	16%	33,814	77,410	1,625	127,317		10,655	137,326	354,333
January		5	1	6	12	24	18	55%	32,102	240,275	11,015	171,711	79,833	22,365	161,829	687,028
February		6		3	9	22	22	62%	81,063	203,208	2,730	408,157	17,190	37,639	305,241	974,165
March		9		1	10	25	18	53%	47,929	161,608	2,261	121,293	14,978	26,209	167,759	494,108
April		9	1	1	10	20	22	50%	48,991	164,798	1,306	239,180	23,188	10,345	72,402	511,219
May		5	1	3	9	17	14	18%	12,069	68,031	3,153	27,891	61,840	7,422	49,446	217,783
June		1		4	5	7	6	11%	10,963	26,126	4,300	30,157	3,436	2,020	34,509	100,548
Total to Date		67		28	98	222	187	36%	420,616	1,429,393	37,093	1,517,011	223,361	204,881	1,479,908	4,891,647

MERC Commission Meeting

November 3, 2010
12:30 pm

6.0 – Travel Portland 1st
Quarter Report and FOTA
Update

travel
PORTLAND

**FIRST QUARTER REPORT
2010-2011**

**FOR
MERC**

What's Inside

Executive Summary	3
Convention Sales	4
Convention Services	9
Marketing	10
Communications and Publications	12
Partner Services	13
Tourism	13
Visitor Information Services	13
Operations	14
Finance	16
Board of Directors	19
Appendix 1 and 2	20

Jeff Miller	President & CEO 503.275.9797, jmiller@travelportland.com
Brian McCartin	Executive Vice President of Convention and Tourism Sales 503.275.9278, brian@travelportland.com
Ron Melton	Executive Vice President of Services and Operations 503.275.9775, ron@travelportland.com
Greg Newland	Executive Vice President of Marketing and Public Relations 503.275.9771, greg@travelportland.com
Megan Conway	Vice President of Communications and Public Relations 503.275.9795, megan@travelportland.com
Michelle Graham, CMP	Vice President of Services 503.275.9759, michelle@travelportland.com
Veronica Rinard	Director of Community Relations 503.275.9777, veronica@travelportland.com
Michael C. Smith	Vice President of Convention Sales 503.275.9770, mike@travelportland.com
Barbara Steinfeld	Vice President of Tourism Sales 503.275.9778, barbara@travelportland.com
Nancy Truszkowski	Interim Director of Partner Services 503.275.9779, nancyt@travelportland.com

Travel Portland
1000 SW Broadway
Suite 2300
Portland, OR 97205
503.275.9750
1.800.962.3700
www.travelportland.com

EXECUTIVE SUMMARY

ACCOMPLISHMENTS

- The first quarter of the year saw both occupancy and ADR increases for the hotel industry. For the calendar YTD through September, occupancy is +8.2% in the central city and RevPAR is +9.2%. Overall rooms sold is up +10.2% for the same time period. Occupancy levels are only 3.6% below the highs of 2008 pre-recession, and we have sold 10.8% more rooms than the same time last year. ADR lags at -\$14 from 2008. Supply did increase, but we are effectively absorbing that supply.
- For the first quarter OCC realized over \$3.6 million in revenue from Travel Portland booked business with a community economic impact ROI of 46.2:1. The convention calendar was heavily weighted to first quarter with less robust revenues expected for the remainder of the year, yet we still anticipate making the goal.
- Fourteen OCC conventions were booked for future years in the quarter worth \$2.4 million in revenue to the OCC and with a community EEI of \$16 million. All Travel Portland bookings, including single hotel will create an EEI of over \$37 million.
- Travel Portland generated seven articles with a value of \$37.4K for the OCC and fourteen articles in total for all Visitor Venues worth \$878.6K.

TRENDS, SUCCESSES, OBSTACLES

- Travel Portland's room tax collection from the city were budgeted at a 2% increase for 2010-11. This increase is over a 8.7% drop in tax revenues for the previous years. It will take several years to get to the pre-recession funding.
- Travel Portland tracks lost business and during the first quarter 11 groups worth 34,000 room nights declined to come to Portland due to lack of a headquarter hotel or the inability to get all of their delegates in a single hotel.

GOAL #	GOAL DESCRIPTION	YEAR TO DATE ACTUAL	ANNUAL GOAL
1	OCC revenue goal	\$3,675,755	\$5.75 million
2	ROI on future OCC business	3.0	2.2
3	Lead conversion	93%	30%
4	Services performance survey	3.6	3.5
5	ROI on public relations/media	84.1	Benchmark Year
6	Community economic impact	46.2	25.0

CONVENTION SALES

OREGON CONVENTION CENTER BOOKING REVENUE FROM TRAVEL PORTLAND			
Convention Year	OCC Revenue	Annuals	Total Potential Future Business
FY 10/11	\$ 7,537,901	\$ 44,862	\$ 7,582,763
FY 11/12	\$ 3,034,006	\$ 1,192,790	\$ 4,226,796
FY 12/13	\$ 2,414,970	\$ 1,692,759	\$ 4,107,729
FY 13/14	\$ 1,535,403	\$ 1,373,952	\$ 2,909,355
FY 14/15	\$ 1,533,272	\$ 1,692,759	\$ 3,226,031
FY 15/16	\$ 540,410	\$ 1,373,952	\$ 1,914,362
FY 16/17	\$ 171,952	\$ 1,692,759	\$ 1,864,711
FY 17/18	\$ -	\$ 1,373,952	\$ 1,373,952
FY 18/19	\$ -	\$ 1,692,759	\$ 1,692,759
FY 19/20	\$ -	\$ 1,373,952	\$ 1,373,952
Total	\$ 16,767,914	\$ 13,504,496	\$ 30,272,410

Oregon Convention Center Projected Future Revenue			
Total Travel Portland Contract:	Quarter	YTD	Goal
New OCC Bookings	10	10	
Repeat OCC Bookings	4	4	
Total OCC Bookings	14	14	
Room Nights from OCC Bookings	29,637	29,637	
Future OCC Revenue Booked during FY 2010/11	\$ 2,423,029	\$ 2,423,029	
ROI OCC Bookings	\$ 3.0	\$ 3.0	2.2
Community Economic Impact from OCC Bookings	\$ 16,658,404	\$ 16,658,404	
Total Room Nights Booked	62,147	62,147	
Total Community Economic Impact from Bookings	\$ 37,271,165	\$ 37,271,165	
ROI on Total Community Economic Impact	\$ 46.2	\$ 46.2	25.0 to 1
OCC Revenue Realized During FY 2010/11	\$ 3,675,755	\$ 3,675,755	\$ 5.75 million

OCC Revenue Realized includes North American Gay Volleyball Association May 2010 meeting which was not reported during FY 09/10 due to OCC finalizing revenue. Therefore, revenue of \$88,684 is reflected in the first quarter of FY 10/11

CONVENTION SALES

OREGON CONVENTION CENTER FUTURE GROUP BOOKINGS					
AS OF OCTOBER 1, 2010					
	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15 and beyond
Current	41	20	18	7	7
4 Year Average	Current	1 yr. out	2 yrs. out	3 yrs. out	Beyond 3 yrs.
(FY 07/08 - FY 10/11)	41	23	16	7	6

1ST QUARTER - ROOM NIGHTS FROM OREGON CONVENTION CENTER BOOKINGS					
Year	Groups	Total Room Nights	Attendees	OCC Revenue	Community Economic Impact
FY 10/11	5	5,782	15,800	\$ 770,024	\$ 6,056,357
FY 11/12	3	2,780	3,950	\$ 406,779	\$ 1,635,179
FY 12/13	3	9,895	4,000	\$ 384,375	\$ 3,372,070
FY 13/14	2	3,605	3,200	\$ 674,153	\$ 4,508,216
FY 14/15	1	7,575	4,200	\$ 187,698	\$ 1,086,582
Total OCC Bookings	14	29,637	31,150	\$ 2,423,029	\$ 16,658,404

1ST QUARTER - ROOM NIGHTS FROM SINGLE HOTEL BOOKINGS				
YEAR	GROUPS	TOTAL ROOM NIGHTS	ROOM TAX GENERATED	COMMUNITY ECONOMIC IMPACT
FY 10/11	69	14,250	\$ 225,239	\$ 11,057,534
FY 11/12	19	12,227	\$ 193,263	\$ 7,448,062
FY 12/13	4	5,097	\$ 80,564	\$ 1,521,940
FY 14/15	1	936	\$ 14,795	\$ 585,225
Total Other Bookings	93	32,510	\$ 513,861	\$ 20,612,761

Travel Portland, in conjunction with OCC staff, has engaged a firm to develop a new tool to estimate Community Economic Impact. You will see estimations on this report while the final report is being produced.

CONVENTION SALES

LEAD CONVERSION						
	Travel Portland Office		Chicago Office		Washington, DC Office	
	Quarter	YTD	Quarter	YTD	Quarter	YTD
OCC Leads	30	30	4	4	16	16
OCC Lost Leads due to OCC space & availability	3	3	1	1	2	2
OCC Lost Leads due to hotel package & availability	12	12	1	1	6	6
Lead Conversion Percentage	93%	93%	50%	50%	50%	50%
Annual Goal - 30%						

1ST QUARTER - OREGON CONVENTION CENTER LOST BUSINESS						
Account Name	Groups	Reason	Total Room Nights	Attendance	Lost OCC Revenue	Lost Community Economic Impact
Subtotal	4	Hotel - HQ	13,770	6,700	\$ 639,622	\$ 3,851,341
Subtotal	7	Hotel - Under One Roof	20,335	7,300	\$ 489,128	\$ 3,311,342
Subtotal	4	Geographic	11,644	9,400	\$ 268,798	\$ 5,600,494
Subtotal	3	Board Decision	11,906	6,600	\$ 506,170	\$ 3,551,758
Subtotal	3	Date Availability - OCC	13,015	6,500	\$ 441,593	\$ 2,943,731
Subtotal	3	Selected Another Year	7,480	3,500	\$ 357,249	\$ 2,290,328
Subtotal	2	Conference Cancelled - Not Happening	5,260	4,150	\$ 164,093	\$ 1,003,908
Subtotal	2	Perceived Destination Draw	8,800	3,500	\$ 349,625	\$ 7,249,570
Subtotal	1	Hotel Package - Number Hotels Needed	12,230	5,500	\$ 367,180	\$ 805,090
Subtotal	1	Rates/Cost - Hotel	17,025	5,000	\$ 97,550	\$ 1,886,150
Total OCC Lost	30		121,465	58,150	\$ 3,681,008	\$ 32,493,712

Travel Portland, in conjunction with OCC staff, has engaged a firm to develop a new tool to estimate Community Economic Impact. You will see estimations on this report while the final report is being produced.

CONVENTION SALES

1ST QUARTER - OREGON CONVENTION CENTER CANCELLATIONS							
Account Name	Groups	Reason	Total Room Nights	Attendance	Lost OCC Revenue	Lost Community Economic Impact	Arrival
Total OCC Cancellations	0	N/A	0	0	\$ -	\$ -	N/A

1ST QUARTER INDUSTRY TRADE SHOWS AND EVENTS	
Trade Show/Event	Location
Fraternity Executives Association	Bellevue, WA
Council of Engineering and Scientific Society Executives	Pittsburgh, PA
CMP Conclave	Baltimore, MD
Destination Marketing Association International	Hollywood, FL
Meeting Professionals International - WEC	Vancouver, BC
Connect Marketplace	Louisville, KY
AMC Institute	Los Angeles, CA
American Society of Association Executives	Los Angeles, CA
Affordable Meetings, D.C.	Washington, D.C.
Oregon Society of Association Executives/Oregon Meeting Planners Internation Client Event	Portland, OR

CONVENTION SALES

MINORITY PROJECTED FUTURE REVENUE		
Total Travel Portland Contract:	1st Quarter	YTD
New Minority Bookings	6	6
Total Minority Bookings	6	6
Room Nights from Minority Bookings	1,164	1,164
Minority Leads	10	10
Minority Lost Leads	0	0
Minority Lost Leads due to hotel package & availability	0	0

For the first quarter of FY 2010/11, minority bookings created an estimated economic impact to the greater metro Portland community of approximately \$1.6 million. Booked groups included the following:

Ke-Kukui Foundation	\$ 247,280.00
Indian Health Service Association	\$ 11,705.00
Gamma Alpha Omega Sorority	\$ 103,927.00
First Nations Development Institute	\$ 78,030.00
Women of Faith	\$ 1,113,840.00
United Methodist Women	\$ 41,769.00
Total	\$ 1,596,551.00

Travel Portland, in conjunction with OCC staff, has engaged a firm to develop a new tool to estimate Community Economic Impact. You will see estimations on this report while the final report is being produced.

CONVENTION SERVICES

ACTIVITY DESCRIPTION	1ST QUARTER	YTD
Distribution of promotional pieces	44,199	44,199
Meeting planning assistance - services leads	266	266
Pre-convention site tours	7	7
Pre-convention attendance building	6	6
Housing-convention room nights	3,519	3,519

1ST QUARTER INDUSTRY SITE TOURS, TRADE SHOWS AND PROMO TRIPS					
Organization	Organization Location	Promotional Trip	Site Visit	OCC	Non-OCC
Applied Superconductivity Conference 2012	Louisville, CO	x		x	
Spondyloarthritis Research and Treatment Network	San Mateo, CA		x		x
Applied Superconductivity Conference 2012	Louisville, CO	x		x	
Spondyloarthritis Research and Treatment Network	San Mateo, CA		x		x
Department of Defense	Redstone, AL		x	x	
International Society of Arboriculture 2012	Champaign, IL	x		x	
Society for the Study of Reproduction 2011	Madison, WI	x		x	
American Petroleum Institute - 5/11	Washington, DC		x	x	
Department of Defense 6/11	Redstone, AL		x		x
NACO 7/11	Washington, DC	x		x	
University Risk Management	Bloomington, IN		x		x
Software Engineering Institute 5/11	Pittsburgh, PA		x	x	
Specialty Coffee Association of America - 4/12	Long Beach, CA		x	x	
American Massage Therapy Association	Evanston, IL	x		x	
Grace Hopper Celebration for Women in Computing	Palo Alto, CA	x		x	

MARKETING

	1st Quarter	YTD
Travelportland.com (official website for organization)		
*User Sessions	464,601	464,601
PortlandSpoke.com (staff blog)		
*User Sessions	5,521	5,521
*Outbound Clicks	1312	1,312
GoSeePortland.com (user-generated content site)		
*User Sessions	23,398	23,398
*Tip Additions	25	25
Twitter (twitter.com/travelportland)		
*Followers	18,319	18,319
*Replies/mentions	453	453
Facebook fan page (facebook.com/travelportland)		
*Fans	10,410	10,410
*Total interactions (comments, likes and wall posts)	1,857	1,857
Portland Travel Update (consumer e-newsletter)		
*Click-through rate	8.4%	8.4%
Portland Perks		
*Room nights (arrivals)	2,797	2,797

MARKETING

Marketing Highlights

Online Initiatives

Ongoing work with external vendor to modernize website management systems, and to overhaul navigation, content and partners listings in order to bring sweeping usability enhancement to our customers. Work with Convention Services and external vendor to test a new service: providing hands-on social-media assistance for Portland-bound conventions.

Cultural Tourism Marketing

Development of public art walking map (in partnership with Regional Arts & Culture Council); launch of online attractions pass (150 passes sold July through September); launch of new online events calendar.

Convention Sales Marketing Support

Finalization and execution of ASAE 2010 pre-show mailer (17 percent response) and tradeshow booth. Begin development of new pop-up booths. Selection of advertising agency; planning for FY 10-11.

Consumer Marketing

Partnership with Downtown Marketing Initiative (DMI), Portland Business Alliance and other stakeholders on Compassion Coupon campaign (5,700 downloads through September), Fashion's Night Out (Sept. 10) and holiday planning (in progress). Selection of advertising agency and PR firm for DMI. Planning for off-season hotel promotions, including Portland Perks and potential partnership with online travel agency.

COMMUNICATIONS & PUBLIC RELATIONS

	1st Quarter	YTD
MERC		
Value	\$ 878,614.87	\$ 878,614.87
Number of Placements	14	14
OCC		
Value	\$ 37,394.00	\$ 37,394.00
Number of Placements	7	7
International Value		
Value	\$ 179,920.19	\$ 179,920.19
Number of Placements	2	2
Chicago/DC		
Value	\$ 557,132.02	\$ 557,132.02
Number of Placements	3	3
Total Dollar Value = MERC + Chicago/DC	\$ 1,435,746.89	\$ 1,435,746.89
Total Number of Placements = MERC + Chicago/DC	17	17
Audited Circulation	\$ 200,076,688.00	\$ 200,076,688.00

	1st Quarter	YTD
Total Dollar Value = MERC + Chicago/DC	\$ 1,435,746.89	\$ 1,435,746.89
Direct Costs	\$ 17,063.73	\$ 17,063.73
ROI	84.1	84.1
Benchmark Year		

- No multipliers are used to calculate media values.
- MERC Value - Counts all media placements that mention any MERC facility: Oregon Convention Center, Portland Center for the Performing Arts, Portland Metropolitan Exposition Center and Oregon Zoo
- OCC Value - Counts only those media placements that feature the Oregon Convention Center.

PARTNER SERVICES, TOURISM AND VISITOR INFORMATION SERVICES

PARTNER SERVICES		
	1st Quarter	YTD
Revenue	\$90,318	\$90,318
Active Partners		
New	13	13
Cancellations	21	21
Current Active Partners	732	732

TOURISM SALES		
	1st Quarter	YTD
Client Contacts		
Trade Shows, Events, Inquiries and Sales Calls	187	187
Leads/Referrals Sent	310	310
FAMS/Research & Site Visits		
# of Companies	31	31
# of Attendees	37	37
Published Itineraries/Pkgs/Departures/Contracts	137	137
Number of Room Nights by County		
Clackamas County	999	999
Columbia County	0	0
Multnomah County	1,809	1,809
Washington County	190	190
Mt. Hood/Gorge	14	14

VISITOR INFORMATION SERVICES		
	1st Quarter	YTD
Visitor Information Total Visitors	181,093	181,093
Volunteer Hours	2,667	2,667
Retail Sales	\$ 6,272	\$ 6,272

OPERATIONS

AFFIRMATIVE ACTION GOALS 2010-11					
TRAVEL PORTLAND GOALS AND OBJECTIVES BY JOB CATERGORIES					
	September 30, 2010		2010-11		
Job Category	Number	Total	Actual Percentage	Goal Percentage	Objective
Females					
Officials/Managers	4	9	44%	50%	Improve
Professionals	12	16	75%	50%	Maintain
Sales	10	12	83%	50%	Maintain
Office/Clerical	12	13	92%	65%	Maintain
Total	38	50	76%	50%	Maintain
Minorities					
Officials/Managers	1	9	11%	10%	Maintain
Professionals	0	16	0%	10%	Improve
Sales	1	12	8%	10%	Improve
Office/Clerical	4	13	31%	15%	Maintain
Total	6	50	12%	15%	Improve
This report is based on current full-time staff.					

OPERATIONS

FIRST OPPORTUNITY TARGET AREA REPORT (FOTA)

HIRING

Travel Portland hired one new employee in the 1st quarter. Recruiting and special considerations are always made for applicants in the MERC FOTA. Travel Portland currently has four employees who reside in the MERC FOTA.

PURCHASING

Travel Portland expended a total of \$26,012.07 with businesses in the FOTA area for three months ending September 30, 2010.

PARTNERSHIP

Travel Portland currently has 73 member businesses within FOTA and 55 minority and 90 women-owned businesses as its partners.

MBE/DBE/WBE PURCHASING PARTICIPATION REPORT FOR THE THREE MONTHS ENDING SEPTEMBER 30, 2010

For the last 22 years Travel Portland has implemented a voluntary MBE/DBE/WBE purchasing program that strives to ensure a high level of participation with certified minority-owned, disadvantaged or women-owned businesses when securing services and supplies that are purchased using lodging tax dollars.

For fiscal year 2010-11, Travel Portland expended \$98,287 of lodging tax dollars in the purchasing of services and supplies where it had the discretion to purchase from outside vendors. Of this amount, \$16,414.16 or 16.7 percent was spent with minority/women-owned or emerging small business enterprises.

FY 2011 Travel Portland/MERC Contract Budget Financial Report
1st Quarter FY10-11

Description	FY 2010 Convention Sales, Marketing & Services			
	Quarterly spending thru 9/30/10	Year-to-date 9/30/10	Total Budget	% of spending to total budget
Direct Sales:				
<u>Portland office:</u>				
Professional services	191,405	191,405	860,950	
Direct expenses	29,126	29,126	114,516	
Total Portland office	220,531	220,531	975,466	23%
<u>Washington DC office:</u>				
Professional services	58,240	58,240	202,230	
DC Client events	415	415	5,600	
Direct expenses	5,748	5,748	32,727	
Total DC expenses	64,403	64,403	240,557	27%
<u>Chicago office:</u>				
Professional services	23,335	23,335	92,690	
Chicago client events	4,620	4,620	4,775	
Direct expenses	2,519	2,519	14,738	
Total Chicago expenses	30,474	30,474	112,203	27%
Fall & Spring FAM	549	549	56,837	1%
Niche Fam	2,750	2,750	24,000	11%
Site Visits	14,273	14,273	63,500	22%
Bid/Sales Trips	5,178	5,178	12,780	41%
Local Promotions	4,053	4,053	11,700	35%
Tradeshows	98,087	98,087	113,643	86%
Road Shows/Clients Events Chicago & Washington D	28	28	47,355	0%
Research/Lead Generation	15,933	15,933	50,000	32%
Three City Alliance	9,150	9,150	24,448	37%
Focus Group/Client Input Sessions	-	-	35,000	0%
Total Direct Sales	465,411	465,411	1,767,489	26%
Marketing:				
Professional Services	34,930	34,930	163,225	
E-Marketing	42,884	42,884	82,309	
Minority Advertising	-	-	-	
Convention Marketing & Direct Mail	57,366	57,366	330,407	
Total Marketing	135,180	135,180	575,941	23%
Publication Relations:				
Professional Services	12,625	12,625	60,355	
Minority PR Services	-	-	125,000	
Writer/Editors program	4,439	4,439	9,280	
Total PR	17,064	17,064	194,635	9%
Convention Services:				
Professional Services	58,515	58,515	215,310	
Direct Servicing Cost	11,647	11,647	-	
Pre-Con site visits	5,097	5,097	13,950	
Attendance Building trips	9,840	9,840	26,400	
Convention housing	8,435	8,435	36,890	
Total Convention Services	93,534	93,534	292,550	32%
Minority Marketing:				
Professional Services	24,843	24,843	-	
Total Minority Marketing	24,843	24,843	-	-
Contract Administration:				
Minority Professional Services	-	-	-	
Professional Services	70,320	70,320	206,475	
Total Contract Admin.	70,320	70,320	206,475	34%
Total OCC Sales & Marketing	806,350	806,350	3,037,090	27%

TRAVEL PORTLAND
STATEMENT OF FINANCIAL POSITION
September 30, 2010

ASSETS	Variance		
<u>Current assets:</u>			
Petty Cash	\$ 75	\$ 75	\$ -
Cash in Bank-Operating	1,189,173	1,186,090	3,082
Cash in Bank-Savings	60,174	8	60,166
Cash in Bank-Certificate of Deposit/Money Mkt	600,475	600,475	0
MERC Receivable	73,186	139,556	(66,371)
City Receivable	24,131	18,718	5,414
Partnership Receivable	45,690	52,312	(6,623)
Account Receivable-DMI	15,271	30,532	(15,261)
RCMP Receivable	27,298	14,897	12,401
VDF Receivable	38,289	47,357	(9,068)
Miscellaneous Receivable	30,486	104,711	(74,225)
Promissory Note Receivable	5,000	10,000	(5,000)
Allowance for bad debts	(10,000)	(5,961)	(4,039)
Prepaid Expense	84,634	56,270	28,364
	2,183,882	2,255,040	(71,158)
<u>Property and equipment:</u>			
Furniture & equipment	77,311	85,525	(8,214)
Less: accum. depreciation	(35,908)	(32,200)	(3,708)
	41,403	53,326	(11,923)
<u>Computers</u>			
	186,781	206,161	(19,380)
Less: Accum. Depreciation	(134,305)	(128,611)	(5,694)
	52,476	77,550	(25,074)
<u>Automobiles</u>			
	66,667	66,667	0
Less: Accum. Depreciation	(44,444)	(31,111)	(13,333)
	22,223	35,556	(13,333)
<u>Leasehold Improvements</u>			
	71,824	71,824	0
Less: Accum. Depreciation	(67,806)	(59,650)	(8,156)
	4,018	12,174	(8,156)
<u>Other assets:</u>			
Restricted cash and cash surrendered value of life insurance for deferred compensation	256,966	157,024	99,942
Employee advances	8,700	10,000	(1,300)
	265,666	167,024	98,642
TOTAL ASSETS	\$ 2,569,667	\$ 2,600,670	\$ (31,002)
LIABILITIES & NET ASSETS			
<u>Current liabilities:</u>			
Accounts payable	\$ 241,761	\$ 435,681	\$ (193,921)
Accounts Payable Educational Foundation	2,360	873	1,486
Accrued payroll costs	100,991	73,116	27,875
Accrued Incentive	28,516	17,719	10,797
Accrued expenses	2,919	439	2,480
Accrued longevity award	159,956	173,588	(13,632)
Total current liabilities	536,502	701,416	(164,915)
<u>Other liabilities:</u>			
Rent payable	44,749	38,578	6,171
Deferred partnership dues-2009-10	0	235,004	(235,004)
Deferred partnership dues-2010-11	212,302	0	212,302
Deferred partnership dues-2011-12	17,886	0	17,886
Deferred revenues-VDF	(86,754)	70,516	(157,270)
Deferred compensation	232,466	153,524	78,942
Housing Conference Deposits	0	175	(175)
Hotel Rebates-O'Reilly Media Open Source	12,640	0	12,640
Total other liabilities	433,289	497,797	(64,509)
<u>Net assets:</u>			
Unrestricted net assets, at beginning of year	1,419,261	1,286,062	133,199
Undesignated	1,254,188		
Board designated	33,015		
Net property and equipment	132,058		
Increase in net assets for year ended 09-30-2010	180,616	115,394	65,222
Total net assets	1,599,877	1,401,456	198,421
TOTAL LIABILITIES & NET ASSETS	\$ 2,569,667	\$ 2,600,670	\$ (31,002)

**TRAVEL PORTLAND
STATEMENT OF ACTIVITIES
FOR THE MONTH OF SEPTEMBER, 2010, AND THE THREE MONTHS ENDED SEPTEMBER 30, 2010**

	Current Month Actual	Current Month Budget	Difference	YTD Actual	YTD Budget	Last Year Actual	% Change Budget	% Change Last Year
REVENUES:								
CITY/CO ROOM TAX	24,610	14,779	9,831	774,881	719,462	706,843	8%	10%
MERC	214,927	245,548	-30,621	729,240	763,659	774,442	-5%	-6%
TOT/CULTURAL	24,980	17,121	7,859	28,696	51,363	43,981	-44%	-35%
DUES	41,490	39,334	2,156	124,047	118,836	116,724	4%	6%
FEES	13,886	51,688	-37,802	112,128	100,304	66,753	12%	68%
CO-OP	42,898	75,128	-32,229	187,664	237,883	174,769	-21%	7%
INTEREST INCOME	190	333	-143	1,496	999	1,843	50%	-19%
TOTAL REVENUE	362,982	443,931	-80,949	1,958,153	1,992,506	1,885,355	-2%	4%
EXPENSES:								
CONVENTION SALES	151,655	206,371	-54,716	502,405	592,085	465,984	-15%	8%
TOURISM SALES	62,100	83,956	-21,856	186,230	195,433	180,463	-5%	3%
MARKETING & COMMUNICATIONS	120,352	204,115	-83,763	427,440	626,852	475,281	-32%	-10%
CONVENTION & VISITORS SERVICES	78,198	68,048	10,150	215,470	200,569	207,781	7%	4%
PARTNERSHIP SERVICES	20,272	26,220	-5,948	60,196	77,334	75,289	-22%	-20%
EVENTS	28,013	34,536	-6,523	44,085	48,248	38,701	-9%	14%
PROGRAM SUPPORT	130,170	120,746	9,425	341,711	356,317	326,463	-4%	5%
TOTAL EXPENSES	590,760	743,992	-153,232	1,777,537	2,096,838	1,769,962	-15%	0%
NET REVENUE OR (LOSS)	-227,778	-300,061	72,284	180,616	-104,332	115,393	-273%	57%

TRAVEL PORTLAND BOARD OF DIRECTORS

EXECUTIVE COMMITTEE

BOARD OF DIRECTORS

<p>Chair J. Isaac Portland Trail Blazers</p> <p>Chair-elect Convention Sales Steering Committee Chair Steve Jung Embassy Suites Portland Downtown</p> <p>Vice-chair Sabrina Rokovitz Enterprise Rent A Car</p> <p>Treasurer E. Allen Shelby Ashforth Pacific, Inc.</p> <p>Past Chair Steve Faulstick Doubletree Hotel Portland</p> <p>Community Action Committee Chair Adam Berger Ten 01 and Tabla</p> <p>Partner Services Chair Wanda Rosenbarger Lloyd Center Mall</p>	<p>Tim Ackman Alaska Airlines/Horizon Air</p> <p>Gus Castaneda The Mark Spencer Hotel</p> <p>Kendall Clawson Q Center</p> <p>Tom Drumheller Escape Lodging</p> <p>Chris Erickson The Heathman Hotel</p> <p>Victoria Frey Portland Institute for Contemporary Art</p> <p>Dean Funk PGE</p> <p>Kyle Hanson Wells Fargo Bank</p> <p>David Machado Nel Centro</p> <p>Tracy Marks Hilton Hotel Downtown Portland</p>	<p>Commissioner Diane McKeel Multnomah County</p> <p>Councilor Rod Park Metro</p> <p>David Penilton America's Hub World Travel</p> <p>Lance Rohs Portland Marriott Downtown</p> <p>Commissioner Dan Saltzman City of Portland</p> <p>Nancy Stueber OMSI</p> <p>Randall Thayer Sheraton Portland Airport Hotel</p> <p>Jon Tullis Timberline Lodge</p> <p>Bashar Wali Provenance Hotels</p> <p>Brett Wilkerson North Pacific Management</p>
--	---	---

APPENDIX I – COMMUNICATIONS AND PUBLIC RELATIONS

Publication/Air Date	Outlet / Headline	OCC	MERC	International MERC	Chicago/DC
July 1, 2010	Parenting.com "Best Cities 2010: #6 Portland, OR - Portland is known for its International Rose Test Garden, as well as for its arts and crafts, food and live music scene" MERC: Oregon Zoo		18,339.36		
July 1, 2010	Convene "From Farm to Terrace" MERC: Meetings	10,230.00	10,230.00		
July August 2010	VIA "Great Getaways -Best Urban Outing: Portland" Cover photo of Aerial Tram MERC: Oregon Zoo		206,669.10		
July 4, 2010	Chicago Sun Times "The Bridges of Portland, Ore."				214,720.00
July 11, 2010	Philly.com/Philadelphia Inquirer "Portland: Progressive and Peculiar - It's a clean, green and progressive city with enough odd attractions to supply seasoning" MERC: Oregon Zoo		208,823.06		
August 1, 2010	Ottawa.citizen.com, Times Columunist.com, The Leader Post, Vancouver Sun, Montreal Gazette, Montrealgazette.com, Starphoenix.com, WindsorStar.com, Portales News-Tribune, Canada.com, Edmonton Journal, The Provincence, Kansas.com, Macon.com Reprint of Philadelphia Inquirer "Portland: Progressive and Peculiar" MERC: Oregon Zoo		145,720.19	145,720.19	
August 1, 2010	Globetrotter Guidebook U.S.A. (Japan) Portland Travel Guide MERC: Oregon Zoo		34,200.00	34,200.00	
August 1, 2010	SportsEvents Magazine "Northwest: Where the Facilities are the Land Itself" MERC: Meetings/Events	3,550.00	3,550.00		

APPENDIX I – COMMUNICATIONS AND PUBLIC RELATIONS

Publication/Air Date	Outlet / Headline	OCC	MERC	International MERC	Chicago/DC
	SmartMeetings.com				
	"Destination Oregon"				
August 13, 2010	MERC: Meetings & Events	X	X		
	One+ - MPI Magazine				
	"Breaking Bread" - IACP Conference Recap and Culinary Review				
September 1, 2010	MERC: Meetings & Events	9,129.00	9,129.00		
	Prevue Magazine				
	"The New Urbanists: Tampa, Baltimore + Portland CVBs Discuss How They are Luring Groups Back to Their City Centers"				
September/October 2	MERC: OCC	14,485.00	14,485.00		
	Denver Post				
	" Quirks in the Works: Flip a Coin: Lots to do, see, enjoy"				
	Reprint of Philadelphia Inquirer piece				
September 5, 2010	MERC: Oregon Zoo		227,469.16		
September 12, 2010	Chicago Sun Times "Portland Dines a la Cart"				184,822.91
September 12, 2010	Chicago Sun Times "Get the Skinny on the Food Cart Biz from Portland Pros"				157,589.11
	Sustainable Business Oregon				
	"Portland Struts Green Tourism Stuff"				
September 13, 2010	MERC: Meetings & Events	X	X		
	Sustainable Business Oregon				
	"Sustainability Draws Visitors to Portland"				
September 20, 2010	MERC: Meetings & Events	X	X		
	away.com				
	Portland Family Travel Guide; Portland Parks and Outdoor Travel Guide; Portland Classical Chinese Garden; Portland Travel Guide; Portland Gay & Lesbian Travel Guide		X		
September 21, 2010					
	1st Quarter 2010-11	\$ 37,394.00	\$ 878,614.87	\$ 179,920.19	\$ 557,132.02

APPENDIX 2 – CONVENTION SERVICES

Combined Travel Portland/Oregon Convention Center Survey

Overall impression of the following:							
	Excellent			Poor	N/A	Rating Average	Response Count
Overall city experience	71.4% (5)	14.3% (1)	14.3% (1)	0.0% (0)	0.0% (0)	3.57	7
Overall hotel experience	42.9% (3)	28.6% (2)	14.3% (1)	14.3% (1)	0.0% (0)	3.00	7
Portland International Airport	57.1% (4)	28.6% (2)	14.3% (1)	0.0% (0)	0.0% (0)	3.43	7
TriMet MAX light rail service	57.1% (4)	14.3% (1)	0.0% (0)	14.3% (1)	14.3% (1)	3.33	7
Taxicabs/rental cars	0.0% (0)	14.3% (1)	14.3% (1)	28.6% (2)	42.9% (3)	1.75	7
Local restaurants	57.1% (4)	28.6% (2)	14.3% (1)	0.0% (0)	0.0% (0)	3.43	7
Travel Portland sales staff	85.7% (6)	0.0% (0)	14.3% (1)	0.0% (0)	0.0% (0)	3.71	7
Travel Portland convention services staff	57.1% (4)	28.6% (2)	14.3% (1)	0.0% (0)	0.0% (0)	3.43	7
Travel Portland housing services (if utilized)	57.1% (4)	0.0% (0)	0.0% (0)	0.0% (0)	42.9% (3)	4.00	7
Travel Portland collateral/promotional materials	57.1% (4)	14.3% (1)	14.3% (1)	0.0% (0)	14.3% (1)	3.50	7
Quality and user-friendliness of the Travel Portland website	57.1% (4)	14.3% (1)	14.3% (1)	0.0% (0)	14.3% (1)	3.50	7
How did the destination perform as a team?	57.1% (4)	28.6% (2)	0.0% (0)	14.3% (1)	0.0% (0)	3.29	7
How did Portland deliver compared to what was requested?	57.1% (4)	28.6% (2)	0.0% (0)	14.3% (1)	0.0% (0)	3.29	7
How was your experience of Portland as a green/sustainable city?	85.7% (6)	0.0% (0)	14.3% (1)	0.0% (0)	0.0% (0)	3.71	7
Is there anything Travel Portland could have done to enhance your experience?							2
answered question							7
skipped question							0

Is there anything Travel Portland could have done to enhance your experience?		
1	Nothing I can think of.	Aug 6, 2010 9:14 PM

Is there anything Travel Portland could have done to enhance your experience?		
2	Everybody who helped support my convention team was easy to work with and professional in all aspects of assistance and support. Always a pleasure working with staff and personnel who put customer service first!!!!!!	Oct 6, 2010 9:40 PM

MERC Commission Meeting

November 3, 2010
12:30 pm

7.0 - Consent Agenda

**Metropolitan Exposition Recreation Commission
Record of MERC Commission Actions**



October 6, 2010
Oregon Convention Center Room A 107-08

Present:	Elisa Dozono, Terry Goldman , Chris Erickson, Judie Hammerstad, Karis Stoudamire-Phillips (arrival at 12:15 p.m.), Ray Leary (arrival at 11:40 a.m.), and Metro Councilor Rod Park, Ex-officio
Absent:	Cynthia Haruyama (Excused)
	A regular meeting of the Metropolitan Exposition Recreation Commission was called to order by Chair Dozono at the Oregon Convention Center in Room A107-08, at 11:30 a.m. A complete audio recording of this meeting is available on the MERC website at www.mercvenues.org .
1.0	QUORUM CONFIRMED <ul style="list-style-type: none"> • A quorum of Commissioners was present.
2.0	COMMISSIONER / EX OFFICIO COMMUNICATIONS
3.0	GENERAL MANAGER COMMUNICATIONS Teri Dresler the updates <ul style="list-style-type: none"> • Commissioner Hammerstad asked if the union contracts come to the MERC Commission for ratification. Teri Dresler responded in the affirmative. • Commissioner Leary arrives to the meeting.
4.0	MERC VENUE BUSINESS REPORTS Robyn Williams, Jeff Blosser and Chris Bailey provided venue reports. <ul style="list-style-type: none"> • Ex-officio Rod Park asked Chris Bailey to keep Councilor Burkholder informed of the progress with the Expo Master Plan traffic analysis.
5.0	OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS None
6.0	ETHICS LAW OVERVIEW Alison Kean Campbell and Dan Cooper, Metro Attorney’s Office, provided the Commission with an overview of the State of Oregon Ethics Law and encouraged Commissioners to contact Metro Legal with specific questions. <ul style="list-style-type: none"> • Commissioner Stoudamire-Phillips arrives to the meeting.
7.0 7.1	ACTION AGENDA Resolution 10-21 for the purpose of approving the selection of Emerick Construction Company as the lowest responsive and responsible bidder for the Portland Expo Center, “Hall D Lounge” project, approving the contract award and authorizing the General Manager to execute a contract with Emerick Construction Company. Chris Bailey presented Resolution 10-21. A motion was made by Commissioner Leary and seconded by Commissioner Goldman to approve Resolution 10-21 as presented. VOTING: Aye: 6 (Dozono, Hammerstad, Leary, Goldman, Erickson, Stoudamire-Phillips) Nay: 0 Motion Passed

7.2	<p>Resolution 10-24 for the purpose of approving the Block 26 Ground Lease Agreement between the METRO, acting by and through the Metropolitan Exposition Recreation Commission, and the City of Portland, acting by and through the Portland Development Commission, to enter into a five-year ground lease of Block 26, HOLLADAY'S ADDITION TO EAST PORTLAND, for the benefit of the Oregon Convention Center to construct, manage and maintain a public outdoor exhibition/plaza area adjacent to the Oregon Convention Center.</p> <p>Jeff Blosser presented Resolution 10-21.</p> <p>A motion was made by Commissioner Hammerstad and seconded by Commissioner Leary to approve Resolution 10-24 as presented.</p> <p>VOTING: Aye: 6 (Dozono, Hammerstad, Leary, Goldman, Erickson, Stoudamire-Phillips) Nay: 0 Motion Passed</p>
8.0	<p>FIRST OPPORTUNITY TARGET AREA PROGRAM (FOTA) UPDATE</p> <p>Teri Dresler provided a brief update related to the First Opportunity Target Area Program.</p>
	<p>The Commission meeting was adjourned at 12:45 p.m.</p>

METROPOLITAN EXPOSITION RECREATION COMMISSION

RESOLUTION NO. 10-21

For the purpose of approving the selection of Emerick Construction Company as the lowest responsive and responsible bidder for the Portland Expo Center, "Hall D Lounge" project, approving the contract award and authorizing the General Manager to execute a contract with Emerick Construction Company.

WHEREAS, the Portland Expo Center intends to upgrade current Food and Beverage resources through capital improvements by remodeling and altering a current concession stand in Hall D and modifying an existing meeting room to accommodate for the expansion of patron amenities for a new bar/café with additional amenities and seating ; and

WHEREAS, Section 4(D)(1)(a) of the Metropolitan Exposition Recreation Commission's ("the Commission") Contracting and Purchasing Rules, delegates authority to the General Manager to prepare and approve Request for Bids (RFB) documents and to solicit bids; and

WHEREAS, Section 4(D)(1)(c) of the Commission's Contracting and Purchasing Rules, requires the Commission to select the lowest responsive and responsible bidder, approve the contract award, and approve the written contract by resolution; and

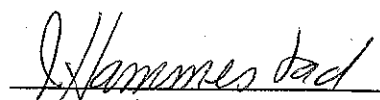
WHEREAS, Staff has evaluated the bids, and Emerick Construction Company is the lowest responsive and responsible bidder.

BE IT THEREFORE RESOLVED as follows:

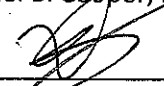
1. The Commission selects Emerick Construction Company as the lowest responsive and responsible bidder in response to the Request for Bids for the Portland Expo Center "Hall D Lounge" Project.
2. The Commission approves the award of the contract to Emerick Construction, in a form substantially similar to the attached Exhibit A.
3. The Commission delegates authority to the General Manager to execute the contract on behalf of the Commission.

Passed by the Commission on October 6, 2010


Chair


Secretary/Treasurer

Approved As to Form:
Daniel B. Cooper, Metro Attorney

By: 
Nathan A. Schwartz Sykes
Senior Attorney



METROPOLITAN EXPOSITION
RECREATION COMMISSION

A SERVICE OF METRO

Standard Public Contract

For Public Contracts Greater than \$50,000

CONTRACT NO. _____

PUBLIC CONTRACT

THIS Contract is entered into between Metropolitan Exposition-Recreation Commission ("MERC"); whose address is 777 NE Martin Luther King, Jr., Blvd., Portland, Oregon 97232-2742, and **Emerick Construction Company – CCB #10723**, whose address is **8850 SE Otty Rd, Happy Valley, OR 97086** hereinafter referred to as the "CONTRACTOR." Work is to be take place at the Portland Exposition Center (Expo), located at 2060 N Marine Dr, Portland, OR 97217.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I TERM OF CONTRACT

The term of this Contract shall be for the period commencing **September 7, 2010** through and including **February 28, 2011**, with **substantial completion by December 31, 2010**, unless terminated or extended as provided in this Contract.

ARTICLE II CONTRACT SUM AND TERMS OF PAYMENT

MERC shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work, in an amount not to exceed (written amount) **One Hundred Ninety-Seven Thousand Dollars and NO/100 (\$197,000.00)**. Payment shall be on a unit price only for those goods or services received in a condition or manner acceptable to MERC. CONTRACTOR'S Invoice shall include an itemized statement of items purchased or services provided, and shall be sent to MERC, Attention: Accounts Payable, 777 NE Martin Luther King, Jr. Blvd., Portland, Oregon 97232-2742. As per Article VII of this document, Contractor's invoice must breakout and withhold retainage as obligated by Public Contracting Code, and submit certified payroll with their invoice as per Prevailing Wage Requirement Law. MERC will pay Contractor within 30 days of receipt of an approved invoice.

ARTICLE III SCOPE OF WORK

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

CONTRACTOR is to provide General Contracting Services for a Food and Beverage Tenant Improvement project to take place in Room D103 at the Expo Center. Scope of Work consists of remodeling a Meeting Room space into a Restaurant/Bar, including but not limited to: construction services/work from the following trades: electrical, plumbing, drywall, painting, demolition, carpentry, flooring, millwork, construction clean-up, etc; as specified in the "Portland Exposition Center Hall D – F&B Tenant Improvement Project - General Contractor Services Request for Bids" documents dated August 10, 2010, hereto attached as "Attachment "A".

Contractor agrees to comply with each and every term, condition and provision of the contract documents. Contractor agrees to provide all labor, tools, equipment, machinery, supervision, transportation, and every other item and service necessary to perform the work described in the contract documents. Contractor may be subject to liquidated damages if work not in compliance with Request for Bids Documents as referenced above, and Contract Agreement. **All work on this contract is subject to Prevailing Wage Rates.**

Additional Requirements:

CONTRACTOR must provide to MERC:

- **A Current W-9**
 - **A copy of Contractor's Certificate of Insurance as specified in Article VI below**
 - **A written Workplace Safety Program and Drug Policy prior to start of work**
 - **A written Work Schedule to be approved by Owner 48 hours prior to start of work.**
- Work must be performed without causing any disruptions to scheduled events.**
Owner will make every effort to keep construction areas off limits to the public to accommodate the Contractor's Work Plan.

Contractor must coordinate all work with MERC Project Manager.

The Contract Time shall commence upon issuance of the Notice to Proceed which is anticipated to be issued following execution of the contract. Contractor shall commence work under this Contract within no more than ten (10) calendar days after issuance of written Notice to Proceed. Contractor shall bring the Work to **substantial completion no later than December 31, 2010, or at such date as may be extended by Change Order approved by Contractor and Owner.** By executing this Contract, Contractor confirms and accepts that the Contract Time so stated is a reasonable period for performance of all of the Work.

The end date of the Contract Term is intended to allow for finalization of all closeout requirements, receipt of warranties, manuals and final payment, but does not alter requirements for substantial completion of the work by the date specified.

Owner will coordinate with Contractor regarding the dates and approximate shifts that are available and unavailable to the Contractor to perform the required work, depending on the location in the building of the scheduled event, the type of event and the Work being conducted simultaneously with the event. **Due to the likely possibility of additional "bookings" or cancellations of events in the building, this schedule may be modified, which may positively or negatively impact the work schedule. It is not anticipated however, that the net number of days available to the Contractor as indicated on the schedule included as part of these documents will be lessened. In the event of a schedule change, the Owner will notify the Contractor directly following the implementation of the change so that work plans may be modified accordingly.** Due to the nature of the Public Events Facility industry, it will be necessary for the Contractor to work closely with the Project Manager and applicable building staff to coordinate day-to-day logistical requirements for the benefit of the Contractor and to afford Owner Staff the necessary time to perform event or non-event related functions. Contractor shall be liable to incur liquidated damages if not substantially complete by December 31, 2010 unless extended by a Change Order approved by Contractor and Owner. Liquidated damages shall be assessed at no less than One hundred dollars (\$100.00) per day.

**ARTICLE IV
LIABILITY AND INDEMNITY**

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

ARTICLE V

TERMINATION

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

ARTICLE VI INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

- A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. **MERC, Metro, and their elected and appointed officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**
- B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **MERC, Metro and their elected and appointed officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.** Notice of any material change or policy cancellation shall be provided to MERC thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide MERC with a certificate of insurance complying with this article and naming MERC and Metro as additional insureds within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

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

ARTICLE VII PUBLIC CONTRACTS

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

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

For this Public Works project subject to ORS 279C.800 to 279C.870, the contractor shall pay Prevailing Wage Rates as per the *Oregon Bureau of Labor and Industries (BOLI) "Prevailing Wage Rates for Public Contract Works Contracts in Oregon - Effective July 1, 2010"*, pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractor must provide a written schedule to employees showing the number of hours per day and days per week the employee may be required to work; and must pay daily, weekly, weekend and holiday overtime in accordance with, and as required by ORS 279C.520.

Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor fails to pay for labor or services, the contracting agency can pay and withhold these amounts due the contractor. Additionally, if the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Contractor must promptly pay for any medical services they have agreed to pay in accordance with ORS 279C.530. Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract.

Contractor is required to Submit Certified Payroll Reports each month to MERC as Contracting Public Agency to: MERC-Construction/Capital Projects Dept-Att: Renee, 777 NE MLK Jr Blvd Portland, OR 97232; as well as to BOLI. In addition to any other retainage obligated by the Public Contracting Code, the Prevailing Wage Requirement Law requires public agencies to withhold 25 percent of any amount earned by the prime contractor if the prime contractor does not submit certified payroll reports. Once the certified payroll reports have been submitted, the public agency must pay the 25 percent withheld within 14 days. ORS 279C.845(7)

Contractor and every subcontractor must have a Public Work's Bond filed with the Construction Contractors Board prior to starting work on the Contract, unless exempt, in accordance with ORS 279C.830(3). Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

CONTRACTOR shall meet MERC Bonds and Bid Security requirements as follows:

1. Bid Security not exceeding 10 percent of the amount bid for the contract is required unless the contract is for \$50,000 or less.
2. For public improvements, a labor and material bond and a performance bond, both in the amount equal to 100 percent of the contract price are required for contracts over \$50,000.
3. Bid security, labor and material bond and performance bond may be required even though a contract is of a class not identified above, if the General Manager determines it is in the public interest.

CONTRACTOR shall meet the Metro "Good Faith Efforts" Requirement for Construction Projects as below:

For construction contracts of \$100,000 or more, the Commission adopts in principle, policy, and content, the "Good Faith Effort" program established by Metro Code § 2.04.100 through 2.04.190 (Metro Minority Business Enterprise, Women Owned Business, and Emerging Small Business Program) as they apply to contracts of the Commission. This adoption includes any and all ordinances subsequently adopted by the Metro Council relating to Metro's Minority Business Enterprise, Women Owned Business and Emerging Small Business Program. The General Manager shall designate MERC staff to perform the functions of the Liaison Officer to carry out the MBE/WBE/ESB program as it relates to MERC contracting activities. Metro and MERC have a compelling government interest to ensure that their contracts provide fair and equal employment opportunities for minority, women, and emerging small businesses reflecting the diversity found in the Portland Metropolitan area. **Therefore, MERC aspires to utilize 25% (by dollar value) MBE/WBE/ESB subcontractor participation on this project.** Accordingly, the prime contractor is required to submit proof showing that Good Faith Effort has been made to contract with MBE/WBE/ESB subcontractors. **Additionally, MERC aspires to utilize 10% (by dollar value) of subcontractors within the First Opportunity Target Area (FOTA).** Contractor shall submit an MWESB/FOTA report along with certified payroll for compliance.

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

ARTICLE VIII
QUALITY OF GOODS AND SERVICES

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

ARTICLE IX
OWNERSHIP OF DOCUMENTS

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

ARTICLE X
SUBCONTRACTORS

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

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

ARTICLE XI
RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this Contract or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XII
SAFETY

If services of any nature are to be performed pursuant to this Contract, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits. Contractor shall supply a written safety program/policy that all employees must follow. Workplace safety MUST be in compliance with OSHA regulations at all times

ARTICLE XIII
INTEGRATION OF CONTRACT DOCUMENTS

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

ARTICLE XIV JURISDICTION

This Contract was entered into in the State of Oregon. This Contract will be interpreted, construed, and enforced in accordance with the laws of the State of Oregon. Both parties agree that exclusive jurisdiction for any claim under this Contract will be in Multnomah County, Oregon.

ARTICLE XV SEVERABILITY

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

ARTICLE XVI BINDING ON ASSIGNS AND SUCCESSORS

This Contract is binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns, and will inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors and assigns.

ARTICLE XVII COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances related to the execution of the work.

ARTICLE XVIII COUNTERPARTS

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

ARTICLE XIX 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: Commission Chris Bailey, Executive Director, Portland Expo Center
 Heather Peck, Division Manager
 Construction/Capital Projects
 MERC

777 NE Martin Luther King Jr. Blvd.
Portland, Oregon 97232

To: Contractor Emerick Construction Company
8850 SE Otty Rd.
Happy Valley, Or. 97086

ARTICLE XX
ASSIGNMENT

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

CONTRACTOR

Signature: _____
Printed Name _____
Date: _____
Title: _____
Company: Emerick Construction Co.
Address 8850 SE Otty Road
Happy Valley, OR 97086
Telephone: 503-777-5531
Tax I.D. or SS#: 93-0451960
CCB 10723

**METROPOLITAN EXPOSITION-RECREATION
COMMISSION**

Signature: _____
Printed Name Teri Dresler
Date: _____
Title: General Manager
Signature: _____
Printed Name Chris Bailey
Date: _____
Title: Executive Director - EXPO
Signature: _____
Printed Name Heather Peck
Date: _____
Title Division Manager
Division: Construction/Capital Projects
Telephone: 503-731-7846

Copy 1 - MERC Contracts

Copy 2 - Facility

Copy 3 - Contractor

MERC STAFF REPORT

Agenda Item/Issue: Approving the selection of Emerick Construction Company as the lowest responsive and responsible bidder in response to a Request for Bids, relating to the Portland Expo Center, "Hall D Lounge" project, approving the contract award and authorizing the General Manager to execute a contract with Emerick Construction Company.

Resolution No: 10-21

Date: October 6, 2010

Presented by: Chris Bailey

BACKGROUND: In order to keep the food and beverage service program at the Portland Expo Center effective, efficient and competitive while keeping up with the ongoing demands of the public, it was determined that adding new and additional retail concession space to meet current and upcoming demands would be in the best interest of MERC and the Public. The addition of a new concession space will be accomplished by a construction improvement that will modify an existing meeting room in Hall D to accommodate a new bar/café space design. This improvement will consist of remodeling and the purchase/installation of equipment and furniture. The meeting room that is being remodeled is currently located in front of an existing full service concession stand which will allow the newly remodeled space to benefit from all existing equipment, resources and utilities. This project is included in the 2010–2011 adopted budget as approved at the September 1, 2010 Commission meeting. Funding for the project is provided by the Capital Investment portion of the Aramark Food and Beverage Operations Agreement dated November 2009.

MERC Staff prepared and issued Bid Documents and a Request for Bids in accordance with MERC's Purchasing and Contracting Rules as well as Metro Policy and any and all state (ORS) requirements. MERC staff included in the bid documents an aspirational M/W/ESB goal for participation in this project of 15% as well as an additional 10% aspirational FOTA contractor participation goal. MERC staff conducted a broad M/W/ESB outreach and made plans and specifications available at no cost to the contractors and sub-contractors for this project. On August 17, 2010, MERC Staff conducted a site walk for potential bidders in which seventeen contractors attended. Five firms that attended the site walk were certified M/W/ESB contractors. On August 25, 2010, six bids were received and ranged from \$197,000 to \$222,667.79. While none of the bidders were certified M/W/ESB General Contractors, the lowest responsive and responsible bidder, Emerick Construction Company, did include 15% dedicated M/W/ESB sub-contractor participation as a part of their bid and stated that any additional sub-contracting for work they could not complete "in-house" would be subcontracted out to a certified M/W/ESB contractor. The lowest responsive and responsible bid as provided by Emerick Construction Company was submitted in the amount of One hundred, ninety-seven thousand & 00/100 dollars (\$197,000).

FISCAL IMPACT: The FY2010-11 adopted budget includes a total of \$325,000 for the "Hall D Lounge" Project. Major elements of the project and anticipated expenditures include:

General Contractor	\$197,000
Kitchen Equipment	\$ 43,966
Tables & Chairs	\$ 29,265
Owner Provided	\$ 43,700
Contingency	\$ 21,975
Total	\$335,906

Although unlikely, should contingency expenditures exceed the adopted budget of \$325,000, additional funding can be accessed from the Capital Reserve portion of the Food & Beverage Operating Budget. Additionally, it is conservatively anticipated that annual net revenue will approximate \$20,000 as well as provide a new and intangible customer service value to Expo Center patrons. The potential to license the lounge as a "private" event space remains under consideration.

RECOMMENDATION: Staff recommends that the Metropolitan Exposition-Recreation Commission adopt Resolution No. 10-21, approving the selection of Emerick Construction Company as the lowest responsive and responsible bidder in response to a Request for Bids, relating to the Portland Expo Center, "Hall D Lounge" project, approving the contract award and authorizing the General Manager to execute a contract with Emerick Construction Company.

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 10-24

Approving the Block 26 Ground Lease Agreement between the Metro, acting by and through the Metropolitan Exposition Recreation Commission (collectively referred to as the "Commission") and the City of Portland, acting by and through the Portland Development Commission (collectively referred to as "PDC"), to enter into a five-year ground lease of Block 26, HOLLADAY's ADDITION TO EAST PORTLAND, for the benefit of the Oregon Convention Center to construct, manage and maintain a public outdoor exhibition/plaza area adjacent to the Oregon Convention Center.

WHEREAS, it is in the public interest to create an outdoor public space to serve as the gateway for the Oregon Convention Center and to provide customers an attractive, outdoor exhibit and event space; and

WHEREAS, the proposed lease agreement also allows for the use of this outdoor public space to be utilized for neighborhood activities and events, under management by the Oregon Convention Center; and

WHEREAS, PDC has undertaken due diligence related to the environmental condition of the property and has demolished the existing vacant building on the site in order for new improvements to be constructed; and

WHEREAS, the Commission has budgeted funds in the FY 10-11 Oregon Convention Center budget for the design and construction of the Block 26 improvements; and


WHEREAS, staff has negotiated the attached Block 26 Ground Lease Agreement to lease the property from PDC for the purposes described above and according to the terms summarized in the attached Staff Report; and

WHEREAS, Oregon Convention Center staff will manage construction of the public improvements during the next several months, with completion expected in Spring 2011.

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

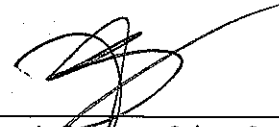
1. Approves the Block 26 Ground Lease Agreement with the PDC in substantially the form attached hereto as Exhibit A,
2. Delegates the authority to the Metro Chief Operating Officer to execute a ground lease agreement with PDC in substantially the form attached hereto as Exhibit A.

Passed by the Commission on October 6, 2010.


Chair

Approved as to Form:
Daniel B. Cooper, Metro Attorney


Secretary/Treasurer

By: 
Nathan A. Schwartz Sykes, Senior Attorney

BLOCK 26 GROUND LEASE AGREEMENT

DATE: _____, 2010

LESSOR: City of Portland, acting by and through the Portland Development Commission
 John Matschiner
 Real Estate Manager
 222 NW Fifth Avenue
 Portland, OR 97209
 Phone: 503-823-3200
 Fax: 503-823-3368

LESSEE: Metro
 Jeffrey A. Blosser
 Executive Director, Oregon Convention Center
 777 NE Martin Luther King Jr. Boulevard
 Portland, OR 97232
 Phone: 503-235-7575
 Fax: 503-235-7517

This Block 26 Ground Lease Agreement (the "Lease") is made and entered into as of this ____ day of _____, 2010 ("Effective Date") between the Portland Development Commission ("Lessor") and Metro ("Lessee"). Lessor and Lessee may be referred to jointly as "Parties".

RECITALS

A. WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, the real property with the physical street address of 834 NE Martin Luther King Jr. Blvd., Portland, OR 97232 (the "Premises") and more particularly described as:

All of Block 26, HOLLADAY'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah, State of Oregon. The Premises are also referred to as Multnomah County Property Tax ID number R182134 and are further illustrated in Exhibit "A" attached and incorporated herein by the reference;

B. WHEREAS, Lessee desires to use the Premises for the purpose of the construction, operation and management of a public space that includes a plaza and other improvements described herein;

C. WHEREAS, the Parties acknowledge that all previous agreements between the Parties relating to the Premises are terminated and that this Lease shall solely govern the use of the Premises;

provided, however, that in no event shall Lessee's reimbursement obligations exceed \$65,000. The terms of the Design Contract, including the scope of the work, have been approved by Lessee and are attached hereto as Exhibit B. Any change in the terms of the Design Contract that affects the scope of work or the compensation to be paid to the Designer are subject to the prior written approval of Lessee. After the Designer's completion of the Construction Documents for the Improvements (as these terms are defined in the Design Contract), and Lessor's and Lessee's approval of those documents, Lessor shall submit to Lessee an invoice for the total costs of the services under the Design Contract, and Lessee shall pay such invoice within thirty (30) days of receipt.

2.5 Additional Consideration. As additional consideration of the Lease, for the duration of the Lease, Lessee agrees to undertake and maintain the *NE Martin Luther King Jr. Boulevard Heritage Markers* ("Heritage Markers") and the *Martin Luther King Jr. Boulevard Gateway Site*, ("King Gateway Site") each of which is described and depicted in Exhibit C attached hereto. The minimum requirements for maintenance of the Heritage Markers and the King Gateway Site are described in Exhibit D attached hereto. Lessee's obligation to maintain each of the above will (a) commence only after Lessor notifies Lessee that the construction of the respective improvement is complete and (b) cease upon the expiration or termination of this Lease. Lessor and Lessee will hold periodic meetings to review the maintenance needs and discuss any other outstanding issues related to the Heritage Markers and the King Gateway Site.

Section 3 Permitted Use.

Lessee may use the Premises for the purposes of the construction, operation and management of a public space, that includes a plaza, for use as a gateway to the Oregon Convention Center from the east, as an outdoor event venue related to and managed by the Oregon Convention Center, and for other uses that are supportive of the Oregon Convention Center and in conformance with the adopted Oregon Convention Center Urban Renewal Plan.. Lessee may permit the public to use the Premises, subject to Lessee's rules established pursuant to Section 5.4 below. Lessee shall also have the right to program the use of the Premises in coordination with the Oregon Convention Center or otherwise, and to license use of the Premises for such purposes as Lessee deems reasonably appropriate provided all such use is otherwise in accordance with the terms and conditions of this Lease. Lessee shall have exclusive use of the Premises subject to Lessor's right to enter into or upon the Premises for the purposes of examining the condition thereof, or for any other lawful purpose. Lessor's right of inspection shall not unreasonably interfere with Lessee's use of the Premises.

Section 4. Insurance and Indemnification.

4.1 Indemnity. To the extent permitted by the Oregon Tort Claims Act and the Oregon Constitution, Lessee shall indemnify, hold harmless and at Lessor's request, defend Lessor and the City of Portland and each of their respective commissioners, officers, agents and employees from and against any and all liability or alleged liability, all suits, legal proceedings, claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or in connection with or incidental to Lessee's use of the Premises, or error or omission of Lessee or anyone acting on behalf of Lessee in connection with or incidental to this Lease; provided

hereby agrees to indemnify, defend, protect, and hold harmless Lessor and the City of Portland and each of their respective commissioners, officers, agents and employees, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise after the Possession Date directly or indirectly from Lessee's use, storage, disposal, or release of Hazardous Substances on, in, or about the Premises. Notwithstanding the foregoing, Lessee will not be responsible for any claims, judgments, damages, penalties, fines, costs, liabilities, and losses that arise before, during, or after the Term which are not caused by Lessee's (or its agents', employees', contractors' or invitees') use, storage, disposal or release of Hazardous Substances on, in, or about the Premises. Lessee shall promptly notify Lessor of any release of Hazardous Substances on, in, or about the Premises that Lessee, Lessee's agents or employees becomes aware of during the Term, whether caused by Lessee, Lessee's agents or employees, or any other persons or entities.

5.4 Rules. Lessee may establish rules for access to the Premises and for the conduct of persons on the Premises, provided however, Lessee shall save and hold Lessor harmless, and defend Lessor at Lessor's request, from any claim for damages arising from or alleged to have arisen from Lessee's enactment or enforcement of such rules.

The provisions of Sections 5.1 through 5.3, including the indemnification provisions therein, and the indemnification provision in Section 5.4, shall survive the expiration or any termination of this Lease.

Section 6. Taxes

Lessor and Lessee are tax exempt entities and the Parties therefore anticipate there will be no real property taxes imposed on the Premises. Notwithstanding the preceding sentence, Lessor shall pay all real estate taxes and assessments on the Premises, if any, including any local improvement district assessments levied against the Premises, provided that Lessee does not assign or license the Premises, use the Premises, or otherwise manage the Premises in any manner that results in real property taxes being imposed on the Premises. If Lessee's actions result in real property taxes being imposed on the Premises, Lessee shall pay all real estate taxes on the Premises. Lessee shall pay all business and occupation taxes, assessments and any other governmental impositions not otherwise allocated to Lessor above. Any non-real estate related tax relating to a fiscal period of the taxing authority, a part of which is within the Term and a part of which is before or after the Term, assessed, on the Premises or shall become payable, during the Term, shall be paid by Lessee.

Section 7. Initial Improvement; Maintenance

7.1 Lessee Obligations to Construct Improvements. Upon receiving all the necessary permits and approvals (which Lessee shall diligently procure), Lessee shall, subject to acts of God, strikes, or any other reason beyond the reasonable control of Lessee (including delays due to unusual weather conditions) commence construction of the Improvements within thirty (30) days after the Possession Date. Lessee shall thereafter diligently pursue the construction to completion at Lessee's sole cost and expense ("Improvement Costs"). Lessee shall select and engage the contractor required for the construction of the Improvements using its lawful public procurement procedures. The Improvements are generally identified in Exhibit E attached hereto,

Improvements"). Lessee shall pay the cost of all required maintenance, repair and replacement of the Improvements and Additional Improvements.

7.4 Winter Conditions. Lessee shall at all times keep the sidewalks, plaza and pathways free and clear of ice and snow; and will save harmless and protect Lessor against any injury whether to Lessor or Lessor's property or to any other person or property caused by Lessee's failure in that regard.

7.5 Costs of Operation. Lessee shall be solely responsible for all maintenance, repair, replacement and operating costs that may result from use of the Premises, including but not limited to landscape maintenance, sweeping and removal of debris, utilities, and any street tree maintenance and sidewalk maintenance in the right of way adjacent to the Premises. Lessee shall pay when due all charges and fees for services provided to the Premises, including utilities.

7.6 Lessor Reimbursement. Any activities performed by Lessee upon the Premises shall be without expense of any kind (direct or indirect) whatsoever to Lessor unless such activities are performed at the direction of Lessor. Should Lessor incur any costs or taxes as a result of Lessee's use of the Premises, Lessee agrees to reimburse Lessor promptly upon the presentation of an invoice and documentation of such expense; provided, however, that in no event shall Lessee be responsible for any Local Improvement District assessments imposed against the Premises.

Section 8. Lessee Default; Remedies

8.1 Default. The occurrence of any one or more of the following events constitutes a default and a breach of this Lease by Lessee:

8.1.1 Lessee fails to timely pay any sum owed to Lessor, and such default continues for 30 days after Lessor has given Lessee a written notice specifying the same.

8.1.2 If Lessee, whether by action or inaction, is in default of any of its obligations under this Lease (other than a default under Section 8.1.1 above) and such default continues and is not remedied within sixty (60) days after Lessor has given Lessee a written notice specifying the same, or, in the case of a default that can be cured but not within a period of sixty (60) days, if Lessee has not (1) commenced curing such default within such sixty (60) day period; (2) notified Lessor of Lessee's intention to cure the default; and (3) continuously and diligently pursued the cure of the default.

8.2 Termination. In the event of a default as set forth at Section 8.1 above, Lessor may, in its sole discretion terminate the Lease effective immediately upon Lessee's receipt of Lessor's written notice thereof. If the Lease is terminated for Lessee's default by the election of Lessor, Lessor shall be entitled to recover damages from Lessee for the default, and Lessor may reenter, take possession and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

10.3 Survival of Lease Terms. Except for the terms of this Lease that specifically survive termination or expiration of the Lease, expiration or termination of the Lease will relieve both Lessor and Lessee of all further obligations under this Lease. Notwithstanding the immediately preceding sentence, any liability resulting from any act or omission which shall have occurred during the Term shall survive the expiration or other termination of this Lease. The provisions of this Section 10.3, including the indemnification provision herein, shall survive the expiration or any termination of this Lease.

10.4 Surrender. Upon expiration or any termination of this Lease, Lessee shall vacate and surrender the Premises on or before the termination or expiration and repair any damage to the Premises that is caused or may result from Lessee's use of the Premises, and except for removal of the Improvements or any Additional Improvements, shall restore the Premises to the same or better condition as existing immediately prior to utilizing the Premises, or to such other condition as Lessor may reasonably approve. Upon expiration or termination, the title to the Improvements and the Additional Improvements shall vest in Lessor and Lessee is deemed to abandon all legal interest in the Improvements or Additional Improvements as of that date. Lessee shall take such action and execute such documents as Lessor deems reasonably necessary to evidence Lessor's ownership of the Improvements and any Additional Improvements. If restoration is impossible, or in lieu of restoration if Lessor agrees, Lessee shall compensate Lessor for any physical damage, beyond normal wear and tear, to the Premises in the amount the Parties may reasonably determine. The provisions of this Section 10.4, including the indemnification provision herein, shall survive the expiration or any termination of this Lease.

Section 11. Right of First Offer

11.1 If during the Term, Lessor intends to sell or otherwise convey fee simple ownership of the Premises, Buyer shall not take steps to solicit offers or market the Premises nor respond to an unsolicited offer for the acquisition of the Premises without first giving written notice of that intent or that offer to the Lessee and negotiating in good faith with the Lessee for a period of sixty (60) days to determine if Lessor and Lessee can agree on the fair market value of the Premises and on the other terms and conditions for a Lessee purchase of the Property. However, this Section 11 is not a right of first refusal or an option; and, accordingly, if the Lessor and the Lessee cannot reach an agreement after sixty (60) days of good faith negotiations, Lessor shall be free to sell or otherwise convey the Premises to any third party.

11.2. Right of First Offer Subject to Starterra's Interest. The Parties hereby agree that Lessee's right of first offer is subject to any rights Starterra may have to acquire the Premises pursuant to that Memorandum of Understanding dated May 10, 2010, among Lessor, Starterra, LLC, Hill Redwood Development Corp., and Hyatt Hotels (together referred to as "Starterra") regarding the redevelopment of the Premises.

Section 12. Force Majeure

If the performance by either of the parties of their respective obligations under this Lease (excluding monetary obligations) is delayed or prevented in whole or in part by any Laws (and not attributable to an act or omission of the party), or by any acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortage or failure of supply of materials, labor, fuel, power, equipment, supplies or

13.9 Severability. If any portion of this Lease shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

13.10 Counting of Days. Whenever a time period is set forth in days in this Lease, the first day from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday or legal holiday, including Sunday, in which event, the period runs until the end of the next day that is not a Saturday or legal holiday.

13.11 Binding Effect. The covenants, conditions and terms of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto. Provided, however, no assignment by Lessee shall relieve Lessee of any of its obligations and liabilities under this Lease.

13.12 Assignment / Subleasing. This Lease may not be assigned by Lessee and the Premises may not be subleased by Lessee during the Term of this Lease without the advanced written approval of Lessor, which approval shall be granted or withheld in Lessor's sole discretion.

13.13 Real Estate Commissions. Each party represents that it has not had dealings with any real estate broker, finder, or other person with respect to this Lease in any manner.

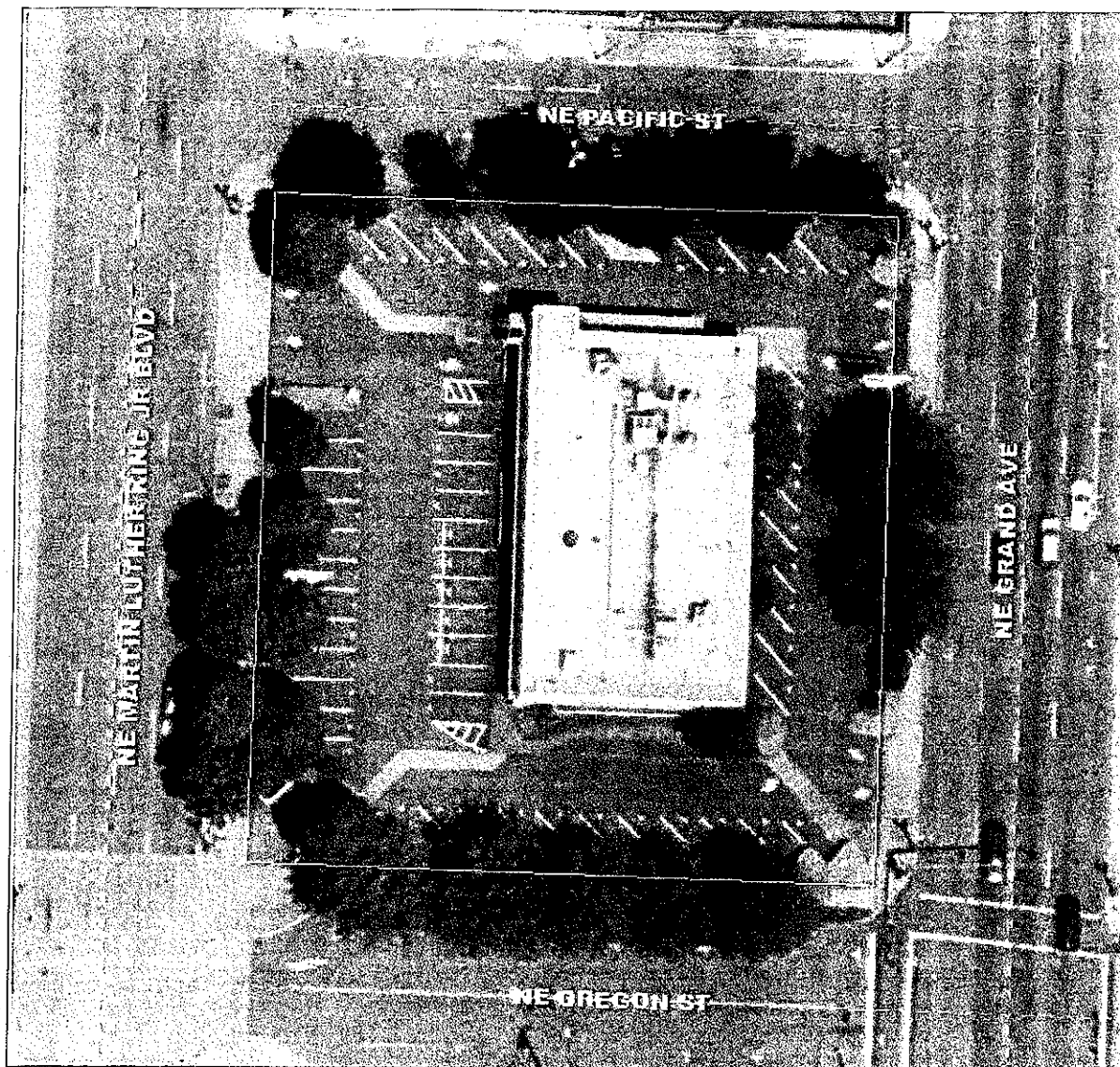
13.14 Recitals. The Recitals and the content of all exhibits hereto are hereby incorporated by this reference.

13.15 Special Lease Provisions. Lessee acknowledges that Lessor acquired the property on which the Premises are located for the purposes of redevelopment pursuant to an urban renewal plan and that, at the time of such acquisition, Lessee had no legal interest whatsoever in the Premises. Lessee acknowledges that it is not entitled to any relocation benefits as defined under ORS 35.500 et seq. and by Lessor relocation policies, and will assert no claim for such statutory relocation benefits from Lessor. Lessee agrees that upon termination of this Lease that Lessee will remove all of its personal property from the Premises at its sole expense.

13.16 Recordation of Lease. Lessee may elect that a copy of this Lease or a memorandum, executed and acknowledged by both parties, be recorded in the public records of Multnomah County, Oregon. Lessee shall pay the recording costs.

13.17 Exhibits. The following Exhibits are attached hereto and incorporated as a part of this Lease:

Exhibit "A" Property Map





FLEXIBLE SERVICES WORK ORDER STATEMENT OF WORK

For
Contract #: 208070 Work Order # 2
Amendment # 1

Contractor Name: Mayer Reed
Project: Block 26 (Sizzler Block) Landscape Services

Flexible Services Work Order 208070-2 (the "Work Order"), is hereby amended with this Amendment Number 1 (the "Work Order Amendment"). In the event of a conflict between this Work Order Amendment and the Work Order or any previous Amendment to the Work Order, this Work Order Amendment shall govern.

I. Description of Project:

Provide design development and construction documents for a temporary plaza on Block 26, NE Pacific and NE Oregon Streets, NE Grand Avenue and NE MLK Jr. Blvd

II. Deliverables and Timeframe:

Under this Flexible Services Work Order 208070 Mayer/Reed agrees to complete the following work to provide the Portland Development Commission ("PDC") Urban Development Department with landscape services for Block 26. The contractor shall complete all work no later than the expiration date of this Work Order and in accordance with the agreed-upon work schedule.

The work is to include right-of-way (ROW) sidewalk improvements from back of curb to property line as required by city codes for NE Pacific and NE Oregon Streets, NE Grand Avenue and NE MLK Jr. Blvd. surrounding the project block. All right-of-way improvements will be documented within the same set of construction documents as the rest of the site improvements, not as a separate PBOT permit set. This scope does not include site lighting, power or data outside of the property line. Separate drawings formatted for other agency reviews are not included in this scope.

Key services Contractor shall perform under this Contract include:

- ❖ Bid Package - suitable for bidding and permitting

Specifically, the Contractor will perform the following tasks and activities and provide PDC with the deliverables (or Work Products) listed below:

A. Design Development (Due date: 6 weeks from the work order execution)

Key tasks and activities include:

- Negotiate work order / project setup
- Project administration / team coordination
- Collect project data, base information, reports, studies
- Develop base plan / distribute to team coordinate site lighting with electrical engineer
- Coordinate site drainage and ROW work with civil engineer
- Develop site plan & details for areas outside Right-of-Way (ROW)
- Develop layout plan for areas outside ROW
- Develop grading plan for areas outside ROW
- Develop site section/elevations (2-3)

CONTRACT# 208070-WORK ORDER # 2-AMENDMENT#1

PROJECT TITLE

Page 1 of 4

Work Order Amendment SOW \$50K and over 030110 RMH

November 3, 2010 MERC Packet
Page 63

- A. **Contractor Hourly Rate Schedule.** This project is anticipated to require the following hours to be billed at rates per hour listed below. The cost for the work performed by the Contractor shall not exceed \$22,978.

HOURLY RATE SCHEDULE: Mayer/Reed - Landscape Architecture			
Position Title	Hourly Rate	Hours Estimated	Subtotal
Partner	\$152	16	\$2,432
Project Manager	\$112	56	\$6,272
Project Landscape Architect	\$92	140	\$12,880
Administrator	\$75	4	\$300
Labor			\$21,884
Reimbursables			\$1,094
Total			\$22,978

- B. **Subcontractor Hourly Rate Schedule.** The subcontractor(s) listed below are hereby approved by PDC. The Contractor, Mayer/Reed, shall subcontract to KPFF Consulting Engineers for civil engineering and MFIA, Inc for electrical engineering. The cost for the work performed by this KPFF Consulting Engineers shall not exceed \$19,476 and MFIA, Inc. shall not exceed \$10,651. All billing for subcontracted work shall be invoiced to Contractor. This project is anticipated to require the following subcontractors hours to be billed at rates per hour listed below.

HOURLY RATE SCHEDULE: KPFF - Civil Engineering			
Position Title	Hourly Rate	Hours Estimated	Subtotal
Principal	\$152	6	\$912
Project Manager	\$112	57	\$6,384
Design Eng/Designer	\$90	114	\$10,260
Draftsperson/Technician	\$75	12	\$900
Clerical	\$65	8	\$520
Labor			\$18,976
Reimbursables			\$500
Total			\$19,476

HOURLY RATE SCHEDULE: MFIA, Inc. - Electrical Engineering			
Position Title	Hourly Rate	Hours Estimated	Subtotal
Principal	\$148	7	\$1,036
Electrical Designer	\$92	82	\$7,544
Electrical Drafter	\$65	28	\$1,820
Clerical Electrical	\$60	4	\$240
Labor			\$10,640
Reimbursables			\$11
Total			\$10,651

HOURLY RATE SCHEDULE: Martin Kyle-Milward - Architectural Illustrator			
Position Title	Hourly Rate	Hours Estimated	Subtotal
Architectural Illustrator	\$90	22.25	\$2,000
Reimbursables			\$0
Total			\$2,000

CONTRACT# 208070-WORK ORDER # 2-AMENDMENT#1

PROJECT TITLE

Page 3 of 4

Work Order Amendment SOW \$50K and over 030110 RMH



June 10, 2010

Irene Bowers, Senior Project Coordinator
Portland Development Commission
222 NW 5th Avenue
Portland, Oregon 97209

Dear Irene:

Thank you for the opportunity to provide land use services to prepare a Type II Minor B Design Review application for the proposed redevelopment of Block 26 located near the Oregon Convention Center (OCC), for an outdoor plaza to be used by the OCC for event space and occasional overflow parking. The purpose of this proposal is to establish the terms of this engagement:

Parties. The work will be undertaken by The Bookin Group LLC (TBG) (Consultant) on behalf of the Portland Development Commission (PDC)(Client). Irene Bowers will serve as PDC's Project Manager for this assignment.

Staff. Rebecca Woods, AICP, Senior Planner, will serve as TBG's Project Manager. She will be assisted by Principal Planner, Beverly Bookin, AICP.

Scope of Work. The Consultant will undertake the following tasks:

- 1) Meet with the Client to discuss the project (1 hour)
- 2) Conduct a site visit (1 hour)
- 3) Review all pertinent documentation including the applicable sections of the Portland Zoning Code, Central City Fundamental Design Guidelines, and Lloyd District Design Guidelines (5 hours)
- 4) Discuss current site plan with landscape architect (3 hours)
- 5) Contact City of Portland planner, Kara Fioravanti, to review proposal and application requirements (3 hours)
- 6) Meet and coordinate with design team to discuss application submittals (4 hours)
- 7) Prepare the application in collaboration with other members of the consulting team such as the landscape architect and civil engineer as required (24 hours)
- 8) Prepare the application form, coordinate getting check and signatures and submit to Bureau of Development Services (BDS) (3 hours)
- 9) Supplement the application as necessary if BDS requests additional information during completeness check (4 hours)
- 10) Remain in contact with assigned BDS planner during review until a decision is rendered (1 hour)
- 11) In the likely event that the application is approved without appeal, record the decision with the Multnomah County Recorder (1 hour)

Total = 50 hours. See attached table.

ATTACHMENT

**TABLE
COST PER TASK AND TOTAL PROJECT COST**

	TASK	HOURS PER TASK	COST PER TASK @ \$90/HR
1	Meet with the Client to discuss the project	1	\$90
2	Conduct a site visit	1	\$90
3	Review all pertinent documentation including the applicable sections of the Portland Zoning Code, Central City Fundamental Design Guidelines, and Lloyd District Design Guidelines	5	\$450
4	Discuss current site plan with landscape architect	3	\$270
5	Contact City of Portland planner, Kara Fioravanti, to review proposal and application	3	\$270
6	Meet and coordinate with design team to discuss application submittals	4	\$360
7	Prepare the application in collaboration with other members of the consulting team such as the landscape architect and civil engineer as required	24	\$2,160
8	Prepare the application form, coordinate getting check and signatures and submit to Bureau of Development Services (BDS)	3	\$270
9	Supplement the application as necessary if BDS requests additional information during completeness	4	\$360
10	Remain in contact with assigned BDS planner during review until a decision is rendered	1	\$90
11	In the likely event that the application is approved without appeal, record the decision with the Multnomah County Recorder	1	\$90
	SUBTOTAL	50 Hours	\$4,500
	OUT-OF-POCKET EXPENSES		\$450
	TOTAL		\$4,950

1. Contractor agrees to comply with all Federal, State, and local laws, regulations or orders applicable to the performance of services provided under this Purchase Order. The provisions of this agreement shall be construed in accordance with the provisions of the State of Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County, Oregon.
2. Contractor shall defend, indemnify and hold harmless PDC, its officers, agents and employees from any and all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Contractor, its officers, employees, subcontractors, or agents, in delivery of products or performances of services pursuant to this order.
3. The passage of the contract expiration date shall not extinguish, prejudice or limit either party's right to enforce this Purchase Order with respect to any default or defect in performance that has not been cured.
4. All work products of the Contractor which results from this contract are the exclusive property of PDC.
5. Contractor shall not subcontract, assign or transfer any of the work scheduled under this agreement without undue delays and without additional cost.
6. The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this agreement without any undue delays and without additional cost.
7. The Contractor shall make payment promptly, as due, to all persons supplying to such Contractor labor or material for the prosecution of this Contract. The Contractor shall not permit any lien or claim to be filed or prosecuted against the Commission on account of any labor or material furnished.
8. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the Commission may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
9. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 including Title II of the Act, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.
10. The Contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. The Contractor, its subcontractors, and their employees are not employees of the Commission and are not eligible for any benefits through the Commission, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
11. The Contractor, its subcontractors, if any, and all employers working under this Contract who 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. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Contract.
12. The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract.
13. The Contractor shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to state law.
14. As required by ORS 279.320, the Contractor hereby agrees that the Contractor shall promptly, as due make payment to any person, copartnership, association or corporation furnishing medical, surgical or hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

C-2 - Description and Drawings of Heritage Markers

Heritage Markers (see attached drawings)

Four markers at the gateway site and 6 markers along King Blvd. 3-4 panels per marker

- Column: 1/4" thick weathering steel
- Interpretive panel frame: Stainless steel
- Interpretive panels: UV & graffiti resistant powder coated graphics on steel. 10 year warranty against fading.
- Illumination at Gateway site markers only: LED strip fixtures, 6 per marker

Exhibit D
Description of Minimum Maintenance for
King Gateway Site and Heritage Markers

D-1 - Gateway Site

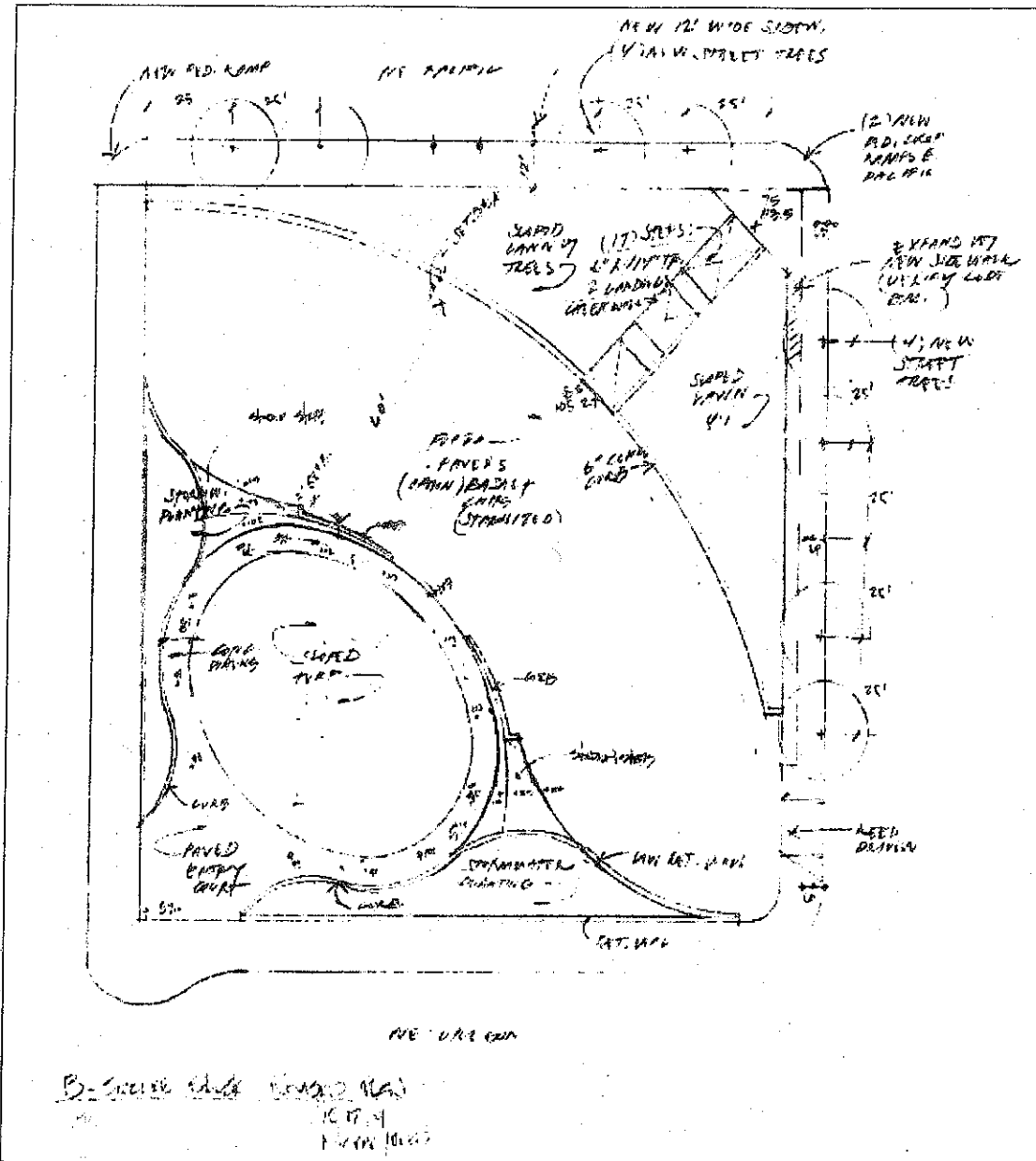
Estimate of maintenance requirements:

- bi-monthly site visit for trash pick-up, general clean-up and hosing down of plaza (no garbage cans on site)
- graffiti removal as needed
- irrigation repair as needed
- yearly cutting of ornamental grasses

Exhibit E – Identification of Plaza Improvements

Site consists of:

- Utilities
- Plaza
- Steps and walls
- Sidewalk Improvements
- Street trees
- Irrigation
- Planting



Concept Plan

Exhibit G – Environmental Action Description**ENVIRONMENTAL ACTION**

1. **Environmental Due Diligence Reports.** Lessee acknowledges receipt of copies of all Environmental Due Diligence Reports listed below, other than the Pre-Closing Phase 1 Environmental Assessment which Lessor will provide as described in Section 2 below.
2. **Environmental Report Prior to Closing.** During the period of Demolition, Lessor shall retain, at its sole cost and expense, an independent environmental consultant to review the Environmental Conditions on the Premises during and after Demolition and complete a Phase 1 Environmental Assessment of the Premises in conformance with the ASTM E 1527-07 process in compliance with the United States Environmental Protection Agency All Appropriate Inquiries (40 CFR Part 312), as may be amended and updated by the date upon which the Phase 1 is commissioned (“Pre-Closing Phase 1”). Lessor shall provide Lessee with copies of the Pre-Closing Phase 1 promptly after Lessor’s receipt thereof. Lessor will secure reliance letters from its consultants covering the Phase 1 and Phase 2 investigations from 2006 (“2006 Reports”), and the Pre-Closing Phase 1.
3. **Environmental Cleanup.** For any Recognized Environmental Conditions on the Premises discovered during the period of Demolition, which has not been characterized in the 2006 Reports, Lessor shall be responsible for retaining an independent environmental consultant to determine the nature of the material encountered and whether it is an environmental condition or Hazardous Substances requiring corrective measures and/or remedial action under a Phase 2 Updated Environmental Site Assessment of the Premises in conformance with ASTM E 1903-97 (2002). Lessor shall provide Lessee with copies of the Phase 2 Updated Environmental Site Assessment promptly after Lessor’s receipt thereof. If such work is undertaken, Lessor covenants and agrees to undertake such measures at its sole cost and expense prior to delivering Possession to Lessee.
4. **As – Is Condition.** Upon the completion of the Demolition and related environmental clean-up, Lessor shall deliver possession of the Premises to Lessee, and Lessee shall accept the Premises, in “AS IS” condition on the Possession Date, without warranty of any kind. In particular, Lessor makes no warranties or representations that the soil conditions, Environmental Conditions or any other conditions of the Premises or structures thereon are suitable for any improvements. Lessee acknowledges that it has not relied on any verbal representations made by Lessor as to the soil conditions, Environmental Conditions or any other conditions of the Premises. Lessee acknowledges that it has had free access to Lessor’s records with respect to the condition of the Premises, specifically including the Environmental Due Diligence Reports.
5. **Definitions for Exhibit G.** The capitalized terms used in this Exhibit G are defined as follows:
 - a) **“Environmental Conditions”** means the physical condition of the Premises as measured by the standards of the Environmental Laws. Environmental Conditions do not include de

MERC Staff Report

Agenda Item/Issue: Block 26 Ground Lease Agreement – Oregon Convention Center

Resolution No.: 10-24

Presented By: Jeff Blosser

Date: October 6, 2010

For the past several years, Metro and Oregon Convention Center staff worked with the Portland Development Commission to develop a publicly-owned headquarters hotel project on two blocks of property directly adjacent to the to the OCC's main entrance. A headquarter hotel has long been recognized as a necessary component of the convention center package in order to remain competitive nationally. Approximately one year ago, efforts to develop a headquarter hotel were curtailed by a decision of the leadership at Metro, the City of Portland and Multnomah County due to many factors, including a weak economy and hotel market.

In the past year, staff continued discussions with PDC staff regarding the best public use for these blocks, specifically focused on urban design considerations to enhance the OCC's front door and interim uses that added value for OCC customers and the community. Staff proposed, and the Commission supported in the FY 10-11 budget process, that the southern block (Block 26 and commonly referred to as the "Sizzler Block") be repurposed as an outdoor exhibition/event plaza for OCC. PDC concurs with this concept and has taken steps to partner with OCC, including: 1) completed environmental assessment of the site; 2) completed demolition of the long-vacant existing building (former Sizzler restaurant); 3) provided project management assistance on the design and land use reviews of the new outdoor event/exhibition plaza and 4) negotiated a ground lease agreement.

OCC has committed to expend up to \$65,000 on design and land use approvals of the improvements. The cost of construction/permitting/general conditions is expected to be \$612,500, of which OCC will contribute the full amount. OCC's construction management will be an additional cost. PDC is contributing \$67,000 towards sidewalk reconstruction on the block. Construction work will be bid this Fall per MERC procedures and the plaza would open in the Spring of 2011.

The Block 26 Ground Lease Agreement is before the Commission today with staff requesting approval of Resolution 10-24 to authorize the Metro COO to enter into this agreement. The Block 26 Ground Lease Agreement is attached to Resolution 10-24 in substantially final form.

Block 26 Ground Lease Agreement Terms

The general terms of the ground lease are:

1. OCC commits to manage and maintain the Block 26 improvements for public uses, such as business and activities related to the OCC, and other neighborhood-oriented purposes. OCC shall do so at its sole cost.
2. The term of the lease shall be 60 months. At the end of the 48th month, the parties will determine whether or not to extend the lease.

**Metropolitan Exposition Recreation Commission
Record of MERC Commission Actions**



September 1, 2010
The Oregon Zoo – Cascade Banquet Center - Vista Room

Present:	Elisa Dozono, Chair (arrival at 1:15 p.m.), Terry Goldman, Chris Erickson, Judie Hammerstad, Cynthia Haruyama, Karis Stoudamire-Phillips and Metro Councilor Rod Park, Ex-Officio.
Absent:	Ray Leary (Excused)
	A regular meeting of the Metropolitan Exposition Recreation Commission was called to order by Secretary-Treasurer Judie Hammerstad at The Oregon Zoo- Cascade Banquet Center - Vista Room at 12:30 p.m. A complete audio recording of this meeting is available on the MERC website at www.mercvenues.org .
1.0	QUORUM CONFIRMED <ul style="list-style-type: none"> A quorum of Commissioners was present.
2.0	COMMISSIONER COMMUNICATIONS
3.0	EX-OFFICIO COMMUNICATIONS
4.0	MERC FUND RESERVE PROJECT OVERVIEW Margo Norton, Director of Financial and Regulatory Services, provided an overview of the MERC Fund Reserve project and asked for Commissioners’ input. <ul style="list-style-type: none"> Commissioners Erickson and Goldman asked about investment opportunities for portions of the funds as well as wanting to understand what portions of the fund were untouchable and what portions might be designated to venue capital improvements. M. Norton responded that the project team sees a need to identify and strategize for renewal and replacement funding with clear criteria and purpose around designated funds. As well, Norton noted that Metro invests all available cash as a pool and is restricted by State and Metro code as to what types of investments can be made. Any Commissioner suggestions for the Reserve Project team can be emailed to Lisa Brown.
5.0	GENERAL MANAGER COMMENTS/COMMISSIONER QUESTIONS
5.1	Year End Financial Statement – 2nd Close <ul style="list-style-type: none"> Commissioner Haruyama asked for clarification of net numbers in the all departments page of the financial statement. Cynthia Hill provided clarification.
6.0	MERC VENUE BUSINESS REPORTS Robyn Williams, Jeff Blosser and Chris Bailey provided venue reports.
7.0	OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS The following individuals provided public comment on non-agenda items and their comments are attached and made a part of the meeting record. Chris ‘Rader’ Bateman – Business Agent, International Alliance of Theatrical Stage Employees (I.A.T.S.E.)- Local 28 and Issa Simpson – Council Representative, Oregon AFSCME
8.0	CONSENT AGENDA
8.1	Approval of August 4, 2010 MERC Commission Meeting Record of Actions A motion was made by Commissioner Erickson and seconded by Commissioner Hammerstad to approve the consent agenda as presented. VOTING: Aye: 5 (Hammerstad, Erickson, Goldman, Stoudamire-Phillips, and Haruyama) Nay: 0 Motion Passed

<p>9.0 9.1</p>	<p>ACTION AGENDA</p> <p>Resolution 10-18 for the purpose of approving Capital Projects for fiscal year 2010-11 for the Portland Exposition Center (Expo) and Portland Center for the Performing Arts (PCPA)</p> <p>Cynthia Hill presented Resolution 10-18. A motion was made by Commissioner Goldman and seconded by Commissioner Erickson to approve Resolution 10-18 as presented.</p> <p>VOTING Aye: 5 (Hammerstad, Erickson, Goldman, Stoudamire-Phillips, and Haruyama) Nay: 0 Motion Passed</p>
<p>9.2</p>	<p>Resolution 10-19 for the purpose of approving and transmitting a budget amendment to the MERC Fund for fiscal year 2010-11</p> <p>Cynthia Hill presented Resolution 10-19. A motion was made by Commissioner Erickson and seconded by Commissioner Goldman to approve Resolution 10-19 as presented.</p> <p>VOTING: Aye: 5 (Hammerstad, Erickson, Goldman, Stoudamire-Phillips, and Haruyama) Nay: 0 Motion Passed</p>
<p>9.3</p>	<p>Resolution 10-20 for the purpose of selecting Cherry City Electric as the lowest responsive and responsible bidder in response to a Request for Bids relating to the Oregon Convention Center Lighting Fixture Upgrade Project and authorizing the General Manager to execute a contract with Cherry City Electric</p> <p>Jeff Blosser presented Resolution 10-20. A motion was made by Commissioner Haruyama and seconded by Commissioner Stoudamire-Phillips to approve Resolution 10-20 as presented.</p> <p>VOTING: Aye: 5 (Hammerstad, Erickson, Goldman, Stoudamire-Phillips, and Haruyama) Nay: 0 Motion Passed</p> <ul style="list-style-type: none"> • Chair Elisa Dozono arrives to the meeting.
<p>9.4</p>	<p>Resolution 10-22 for the purpose of selecting Hydrotemp Mechanical Inc. as the lowest responsive and responsible bidder in response to a Request for Bids, relating to the Portland Center for the Performing Arts Antoinette Hatfield Hall Chiller Replacement Project and authorizing the General Manager to execute a contract with Hydrotemp Mechanical Inc.</p> <p>Robyn Williams presented Resolution 10-22.</p> <ul style="list-style-type: none"> • Commissioner Erickson asked if the facility energy bill would decrease with the chiller replacement. Robyn Williams responded that it would be an approximate four-year pay back plan. <p>A motion was made by Commissioner Goldman and seconded by Commissioner Erickson to approve Resolution 10-22 as presented.</p> <p>VOTING: Aye: 6 (Dozono, Hammerstad, Erickson, Goldman, Stoudamire-Phillips, and Haruyama) Nay: 0 Motion Passed</p>
<p>9.5</p>	<p>Resolution 10-23 for the purpose of approving a Third Amendment to the Broadway Series Agreement to amend user fees for the years 2010-11 and 2011-12 for subscriptions sales only</p> <p>Robyn Williams presented Resolution 10-23.</p> <ul style="list-style-type: none"> • Chair Dozono asked about PCPA user fees for single ticket sales. Robyn Williams explained that the single ticket user fee will increase by 25 cents this year, but the subscription ticket user fee will remain flat. Next year the single ticket user fee will increase by another 25 cents and the subscription ticket user fee will increase by 50 cents.

	<p>A motion was made by Commissioner Hammerstad and seconded by Commissioner Erickson to approve Resolution 10-23 as presented.</p> <p>VOTING: Aye: 6 (Dozono, Hammerstad, Erickson, Goldman, Stoudamire-Phillips, and Haruyama) Nay: 0 Motion Passed</p>
10.0	<p>TRAVEL PORTLAND 4th QUARTER REPORT Jeff Miller presented the fourth quarter report.</p>
11.0	<p>THE OREGON ZOO OVERVIEW Kim Smith presented the Zoo overview.</p>
12.0	<p>EXECUTIVE SESSION – for the purpose of deliberations with persons designated by the Commission to conduct labor negotiations, pursuant to ORS 192.660(2)(d). Executive Session was convened at 2:09 p.m.</p>
	<p>The MERC Commission regular meeting was re-convened at 2:52 p.m. There was no further business to come before the Commission and the meeting was adjourned at 2:53 p.m.</p>

7.0: Opportunity for Public Comment on Non-Agenda Items
September 1, 2010
MERC Commission Meeting
The Oregon Zoo

1) Chris 'Rader' Bateman – Business Agent, International Alliance of Theatrical Stage Employees (I.A.T.S.E.)-Local 28

We have been in contract negotiation since May and one of the big topics that we have been talking about is Health Insurance. The question came up from management side why are we concerned about health care insurance? It's not that a problem in the past during our negotiations. With a current economic climate, and the concern that the government made over the health care, it made us more aware about our participation in the benefits. This is not to mention the Metro Auditor's report on payroll and benefits. Sitting at the table working towards the deal, something we can all live with. We are negotiating for our counterparts who are telling us the only option for the health care is to take the package that the labors signed off on in their negotiations. So we need to take with they took and not negotiated deal for the people I represent. I was not in the room or at the table negotiating the labor's deal. So how can I take that package deal back to the stage hands and say "this is what you get. I didn't negotiate that part though, health care, just so you know." I believe if you want all of the union to sign off on health care package, then negotiate health care benefits with all of the unions in the same room. Management response was this is what the JLMC is for. This is not what the JLMC's responsibility because they don't have the authority to negotiate. This game of playing one union over the other is not working for the stagehands. I do hope you consider the solution to the problem. And it is to put all of the people that have the authority to negotiate the deal in the room. And come up with the health care package that works for everyone. Thank you.

2) Issa Simpson – Council Representative, Oregon AFSCME

Good afternoon. Chair and Commission, my name is Issa Simpson and I'm the American Federation of State County Municipal Employee's Representative for both the members at MERC, the Convention Center and Metro's 3580. I'm here today to talk to you also about healthcare and the proposal you will all hear in executive session this afternoon. As Chris Bateman pointed out to you, we have been encountered obstacles to bargaining health care at the table. We are primarily wrapped up our contract negotiations. They were very fruitful and very respectful negotiations. We face some obstacles with health care for some obvious reasons to people who have been paying attention to the healthcare issue at MERC and Metro. For the past few years, AFSCME along with several other unions have been attempting to talk to Metro and MERC about problems that we see in the way that the Health care money are managed through Metro. We, AFSCME actually even filed a law suite regarding the overcharge money that was called in questioning in auditor's report. Our primary objective with that is to open discussion about way the health care money's been managed. Most of you probably read the auditor's report. If you have not, I urge you to read the

Metro Auditor's report on payroll and benefits. It will explain a lot of what we are discussing. In 2007, during very contentious negotiations with 3580 at the Metro, 3580 proposed the percentage split. 95/5 proposal. So employer will pay 95 % of the contribution and employee will pay 5% of the contribution. That proposal was met primarily with allegation that was agreed on the part of the unions. And in fact that we clearly stated in the bargaining table and in the public that this was really centered on a lot more than just greed. It was about trying to look for a workable solution to our issue of having both tiered and composite rate with one employer. And that would solve a number of problems. Leaving aside, whether that was workable for Metro and MERC at that time, I mention this mostly to illustrate we have been thoughtful about this process. On several occasions, we tried to be collaborators in solving health care issues. I myself, as a co-chair of the Joint Labor Management Committee for health care, am very aware of how healthcare is managed at the Metro and MERC. I keep myself well informed about that. We welcome the changes that have been made at Metro and MERC in the benefits section. We have a new benefits manager. We think that she comes highly recommended with a great resume. We look forward to changes she might help us with. We also applaud Mary Rowe for requesting an audit that has resulted in uncovering some of the problems. But we ask you as we move forward, what the question you will have in front of you in the executive session this afternoon is whether or not you will consider allowing AFSCME 3580-1 and IATSE to bargain to reopen health care articles in 2011 to bargain those articles with 3580 at Metro. It is not only the compensation piece that has been proposed to change. It is also the language on the joint labor management committee. Those by-laws are changed and there is a lot of change in front of the JLMC over the next year. We need consistent thoughtful change in health care language in all of these contracts. And I thank you for your time. Please consider this and we earned our seat at the table and voice in this matter. Thank you.

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 10-18

For the purpose of approving Capital Projects for fiscal year 2010-2011 for the Portland Metropolitan Exposition Center (Expo) and Portland Center for Performing Arts (PCPA)

WHEREAS, Section III(a)(b) of the Metropolitan Exposition Recreation Commission (MERC) Capital Asset Management Policy requires Commission approval of capital projects \$100,000 and greater; and

WHEREAS, The MERC adopted budget capital improvement plan included \$325,000 for the Portland Expo Center and \$325,000 for the Portland Center for the Performing Arts but did not specifically describe the Capital Projects proposed for these expenditures; and

WHEREAS, Expo and PCPA in collaboration with Aramark/Giacometti Joint Venture Partnership (Aramark) have proposed capital projects for Expo and PCPA as described in the attached staff report and request that MERC approve these capital projects in accordance with the Capital Asset Management Policy.

BE IT THEREFORE RESOLVED, that the Metropolitan Exposition Recreation Commission approves the Capital Projects as described in the attached staff report for the fiscal year beginning July 1, 2010 and ending June 30, 2011.

Passed by the Commission on September 1, 2010.



Chair

Approved as to Form:
Daniel B. Cooper, Metro Attorney



Secretary/Treasurer

By: 

Nathan A. Schwartz Sykes, Senior Attorney

MERC Staff Report

Agenda Item/Issue:

For the purpose of approving Capital Projects for fiscal year 2010-2011 for the Portland Metropolitan Exposition Center (Expo) and Portland Center for Performing Arts (PCPA)

Resolution No: 10-18

Presented By: Cynthia Hill

Date: September 1, 2010

Background and Analysis:

Upon signing a new food and beverage operations agreement, Aramark/Giacometti Joint Venture transferred to MERC Venues \$2,000,000 for capital investment.

Oregon Convention Center (OCC)	\$1,350,000
Portland Metropolitan Exposition Center (Expo)	325,000
<u>Portland Center for Performing Arts (PCPA)</u>	<u>325,000</u>
Total Capital Investment	\$2,000,000

Funds were received in FY 2009-10 and the estimated carry over was included in the FY 2010-11 budget planning process. The MERC Capital Improvement Plan includes the project detail for OCC, however the Expo Center and PCPA had not determined specific projects at the time the capital budget was submitted. The placeholder "Food & Beverage Capital Investment – New Contract" was listed on the Capital Improvement Plan for both projects.

MERC Capital Asset Management Policy requires the Commission approve all projects \$100,000 and greater. This resolution is requesting approval of the following proposed projects at the Expo Center and PCPA.

Expo Center – Convert Meeting Room D-103 into a lounge and café serving a selected menu featuring food, alcoholic and nonalcoholic beverages. The total estimated project cost is \$339,200. The additional \$14,200 is included in the adopted budget funded from food and beverage operating funds, referred to as the contract reserve for capital.

PCPA Keller Auditorium – Total renovation of south, orchestra level concession stand plus construction of two portable concession stands and realign the entrance to the women’s restroom. The total estimated cost is \$325,000.

Fiscal Impact:

The capital contribution from Aramark/Giacometti Joint Venture at contract signing was received in FY 2009-10. \$325,000 for PCPA and \$325,000 for Expo is included in the FY 2010-11 adopted budget.

Attachments to Resolution and/or Staff Report:

Capital Project Requests

Recommendation:

Staff recommends that the Metropolitan Exposition Recreation Commission adopt Resolution 10-18.

Hall D Lounge

Project Cost \$339,200

Describe Project

Converting Meeting Room D-103 into a lounge and café serving a selected menu featuring food, alcoholic and non-alcoholic beverages.

Cost Justify the Investment

Food & Beverage revenue is strongly associated with the number of points of sale and the convenience of customer consumption (readily available tables/seating). Within this context, currently permanent points of sale are limited and customer seating can rarely be provided. Reflecting upon the success of PCPA's "Art Bar" and OCC's "Stir", the notion of advantaging Capital Investment funds provided by our Food & Beverage service provider toward adding a point of sale and providing customer seating is considered advantageous to growing food and beverage revenues. The additional point of sale and provision of customer seating will increase revenue as well as provide a comfortable, relaxing atmosphere for exhibitors and attendees.

Source of Funds

\$325,000 Food & Beverage Capital Investment provided by Food & Beverage Service provider.

\$14,200 Expo Center Food & Beverage Contract Reserve

The total budget of \$339,200 includes a 15% contingency in excess of \$44,000.

Impact on operating results (current year and future years)

The original Capital Investment of \$325,000 from Aramark proposed that these funds be allocated to enhancing the visual appeal of concession stands in Halls D & E, purchasing a new espresso kiosk, purchasing a new portable espresso machine, purchasing portable furniture and new uniforms. Two of these items can be considered revenue producing while the balance of items most likely would not. As suggested earlier, the notion of providing a lounge and cafe serves two primary purposes; 1) an additional point of sale and convenience for the customer. 2) It is anticipated that the ROI will generate approximately \$17,500 to \$20,000 in year one.

Risk or Consequence of not doing this project

Failing to advantage this timely revenue producing opportunity by adding a point of sale, increasing customer convenience and anticipated dissatisfaction by the funds provider in not moving forward with their investment.

Keller Concession Remodel

Project Cost \$325,000

Describe Project

Total renovation of south, orchestra level concession stand plus construction of two portable concession stands on orchestra level and realign entrance to women's restroom. This includes removing the existing counters and fixtures in the south lobby concession stand and replacing with a more easily accessible and attractive counter that will allow better and more efficient usage of the space.

Cost Justify the Investment

South stand has a very poor design and does not allow quick points of sale during intermission. Portable stands will replace very old, dated stands. Will improve access to points of sale, improve the appearance of this concession area and allow more seating for patrons to enjoy their food and beverages. This project is being done as a patron service amenity.

Source of Funds

\$325,000 Food & Beverage Capital Investment provided by Food & Beverage Service provider.

Impact on operating results (current year and future years)

Only slight increase in revenues through improved access to points of sale.

Risk or Consequence of not doing this project

Poor customer service to patrons wanting food and beverage during intermissions.

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 10-19

For the purpose of approving and transmitting a budget amendment to the MERC Fund for fiscal year 2010-11

WHEREAS, Metro Code 6.01.050 provides that the Commission shall annually prepare and approve an annual budget which shall, to the maximum extent permitted by law, consist of one commission-wide series of appropriations; and

WHEREAS, Metro Code 6.01.050(d) further provides that once the Commission's budget has been adopted by the Metro Council, any changes in the adopted appropriations must be ratified in advance by the Metro Council; and

WHEREAS, the Commission previously approved and transmitted to the Metro Council the fiscal year 2010-11 budgets for the MERC Fund.

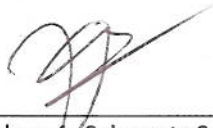
BE IT THEREFORE RESOLVED, that the Metropolitan Exposition Recreation Commission approves a budget amendment to the MERC Fund as described in the attached Staff Report and Exhibit A for the fiscal year beginning July 1, 2010 and ending June 30, 2011 for inclusion as part of the total Metro budget for this period.

Passed by the Commission on September 1, 2010.


Chair

Approved as to Form:
Daniel B. Cooper, Metro Attorney


Secretary/Treasurer

By: 
Nathan A. Schwartz Sykes, Senior Attorney

MERC Staff Report

Agenda Item/Issue:

For the purpose of approving and transmitting a budget amendment to the MERC Fund for fiscal year 2010-11

Resolution No: 10-19

Presented By: Cynthia Hill

Date: September 1, 2010

Background and Analysis:

The adopted budget includes \$89,000 to replace the chiller at the Antoinette Hatfield Hall. The existing Chiller which was, installed as part of the original building in 1984, has experienced many failures and has been repaired several times in the last few years, and has now come to the end of its useful life expectancy.

This budget amendment is requesting an additional \$200,000 from the Renewal and Replacement Contingency to fund the project cost of \$287,500 based on the current low bid. The fiscal impact will be offset by an incentive offer rebate from the Energy Trust of Oregon (ETO) in the amount of \$26,301.

The original project budget of \$89,000 was underestimated. It appears that the \$89,000 cost came from using a document from the Energy Trust of Oregon (ETO) to calculate energy rebates. The ETO has a line item cost for a chiller replacement of \$89,000, however this cost does not include all system costs and labor for a complete chiller installation and is an "internal calculation" used by ETO to determine a rebate cost. The ETO analysis should not have been the only source document used in generating a project estimate.

Two bids were received for this project. In review of these bids, staff has determined that the low bid of \$287,500 is in line with current chiller replacement costs and considered accurate for the work involved. It should also be noted that MERC paid \$261,000 in 2005 for the same specified chiller at the Keller Auditorium.

Fiscal Impact:

The request, although initially funded from \$200,000 renewal and replacement contingency and \$89,000 carryover included in the adopted budget, will be offset by a declaration of \$26,301 energy rebate.

Attachments to Resolution and/or Staff Report:

Exhibit A Schedule of Appropriations

Recommendation:

Staff recommends that the Metropolitan Exposition Recreation Commission adopt Resolution 10-19.

Exhibit A
Resolution 10-19
Schedule of Appropriations

	<u>Current Appropriation</u>	<u>Revision</u>	<u>Revised Appropriation</u>
MERC FUND			
MERC	43,669,107	200,000	43,869,107
Non-Departmental			
Debt Service	0	0	0
Interfund Transfers	3,681,630	0	3,681,630
Contingency	2,652,773	(200,000)	2,452,773
Unappropriated Balance	18,296,543	26,301	18,322,844
Total Fund Requirements	\$68,300,053	\$26,301	\$68,326,354

All other appropriations remain as previously adopted

METROPOLITAN EXPOSITION RECREATION COMMISSION

RESOLUTION NO. 10-20

For the purpose of selecting Cherry City Electric as the lowest responsive and responsible bidder in response to a Request For Bids, relating to the Oregon Convention Center (OCC), "Lighting Fixture Upgrade Project," and authorizing the General Manager to execute a contract with Cherry City Electric.

WHEREAS, the Oregon Convention Center intends to implement renewable energy capital improvements by installing various lighting fixture upgrades throughout the facility; and

WHEREAS, in the public interest, for purposes of providing cost effective and energy reducing measures, OCC desires to purchase and install hundreds of energy efficient fixtures and lamps; and

WHEREAS, Section 4(D)(1)(a) of the Commission's Contracting and Purchasing Rules, delegates authority to the General Manager to prepare and approve Request for Bids (RFB) documents and to solicit bids; and

WHEREAS, Section 4(D)(1)(c) of the Commission's Contracting and Purchasing Rules, requires the Commission to select the lowest responsive and responsible bidder, approve the contract award, and approve the written contract by resolution; and

WHEREAS, MERC staff has evaluated the bids, and Cherry City Electric is the lowest responsive and responsible bidder.

BE IT THEREFORE RESOLVED as follows:

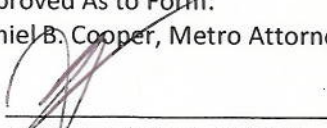
1. The Metropolitan Exposition Recreation Commission selects Cherry City Electric as the lowest responsive and responsible bidder in response to the Request for Bids for the Oregon Convention Center Lighting Fixture Upgrade Project;
2. The Metropolitan Exposition Recreation Commission approves the award of a contract, in a form substantially similar to the attached Exhibit "A," to Cherry City Electric.
3. The Metropolitan Exposition Recreation Commission delegates authority to the General Manager to execute the contract on behalf of the Commission.

Passed by the Commission on September 1, 2010


Chair


Secretary/Treasurer

Approved As to Form:
Daniel B. Cooper, Metro Attorney

By: 
Nathan A. Schwartz Sykes
Senior Attorney



Standard Public Contract

For Public Contracts Greater than \$50,000

CONTRACT NO. _____

PUBLIC CONTRACT

THIS Contract is entered into between Metropolitan Exposition-Recreation Commission ("MERC"), whose address is 777 NE Martin Luther King, Jr., Blvd., Portland, Oregon 97232-2742, and **Cherry City, Electric (CCB #91668)**, whose address is **8100 NE St Johns Rd, Suite D101, Vancouver, WA 98665**, hereinafter referred to as the "CONTRACTOR." Work is to be take place at the Oregon Convention Center, located at 777 NE MLJ Jr Blvd, Portland, OR 97232.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I TERM OF CONTRACT

The term of this Contract shall be for the period commencing **September 13, 2010** through and including **July 30, 2011** with substantial completion by May 30, 2011, unless terminated or extended as provided in this Contract.

ARTICLE II CONTRACT SUM AND TERMS OF PAYMENT

MERC shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work, in an amount not to exceed (written amount) **Seven Hundred Fifty-Nine Thousand, Eight Hundred Fifty-Two Dollars and 85/100 (\$759,852.85)**. Payment shall be on a unit price only for those goods or services received in a condition or manner acceptable to MERC. CONTRACTOR'S Invoice shall include an itemized statement of items purchased or services provided, and shall be sent to MERC, Attention: Accounts Payable, 777 NE Martin Luther King, Jr. Blvd., Portland, Oregon 97232-2742. As per Article VII of this document, Contractor's invoice must breakout and withhold retainage as obligated by Public Contracting Code, and submit certified payroll with their invoice as per Prevailing Wage Requirement Law. MERC will pay Contractor within 30 days of receipt of an approved invoice.

ARTICLE III SCOPE OF WORK

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

CONTRACTOR is to provide removal and replacement of various lighting fixtures, lighting and lamps throughout the Oregon Convention Center facility as detailed and specified in the "OCC – Lighting Fixture Upgrade Project Request for Bids" Document dated July 9, 2010, hereto attached as Attachment "A". Work to include: provision and installation of new fixtures, removal and disposal of existing fixtures in accordance with the EPA guidelines and all necessary reporting of recycling/waste disposal. Contractor agrees to comply with each and every term, condition and provision of the contract documents. Contractor agrees to provide all labor, tools, equipment, machinery, supervision, transportation, and every other item and service necessary to perform the work described in the contract documents. Contractor agrees to comply with each and every term, condition and provision of the contract documents. Contractor may be subject to liquidated damages if work not in compliance with Request for Bids Documents as referenced above, and Contract Agreement. All work on this contract is subject to Prevailing Wage Rates (BOLI and Davis Bacon).

Additional Requirements:

CONTRACTOR must provide to MERC:

- A written Workplace Safety Program and Drug Policy prior to start of work
- A copy of Contractor's Certificate of Insurance as specified in Article VI below
- A written Work Schedule to be approved by Owner 48 hours prior to start of work. Work must be performed without causing any disruptions to scheduled events. Owner will make every effort to keep construction areas off limits to the public to accommodate the Contractor's Work Plan.

Contractor must coordinate all work with MERC Project Manager.

The Contract Time shall commence upon issuance of the Notice to Proceed which is anticipated to be issued following execution of the contract. Contractor shall commence work under this Contract within no more than ten (10) calendar days after issuance of written Notice to Proceed. Contractor shall bring the Work to substantial completion no later than May 30, 2011, or at such date as may be extended by Change Order approved by Contractor and Owner. By executing this Contract, Contractor confirms and accepts that the Contract Time so stated is a reasonable period for performance of all of the Work. If Contractor is not in compliance with contract terms, liquidated damages shall be assessed at no less than One Hundred Dollars (\$100.00) per day.

The end date of the Contract Term is intended to allow for finalization of all closeout requirements, receipt of warranties, manuals and final payment, but does not alter requirements for substantial completion of the work by the date specified.

Owner will coordinate with Contractor regarding the dates and approximate shifts that are available and unavailable to the Contractor to perform the required work, depending on the location in the building of the scheduled event, the type of event and the Work being conducted simultaneously with the event. **Due to the likely possibility of additional "bookings" or cancellations of events in the building, this schedule may be modified, which may positively or negatively impact the work schedule. It is not anticipated however, that the net number of days available to the Contractor as indicated on the schedule included as part of these documents will be lessened. In the event of a schedule change, the Owner will notify the Contractor directly following the implementation of the change so that work plans may be modified accordingly.** Due to the nature of the Public Events Facility industry, it will be necessary for the Contractor to work closely with the Project Manager and applicable building staff to coordinate day-to-day logistical requirements for the benefit of the Contractor and to afford Owner Staff the necessary time to perform event or non-event related functions.

ARTICLE IV LIABILITY AND INDEMNITY

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

ARTICLE V TERMINATION

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

ARTICLE VI
INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

- A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. MERC, Metro, and their elected and appointed officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.
- B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. MERC, Metro and their elected and appointed officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to MERC thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide MERC with a certificate of insurance complying with this article and naming MERC and Metro as additional insureds within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

ARTICLE VII
PUBLIC CONTRACTS

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

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

For public work subject to ORS 279C.800 to 279C.870, the contractor shall pay Prevailing Wage Rates as per the *Oregon Bureau of Labor and Industries (BOLI) "Prevailing Wage Rates for Public Contract Works Contracts in Oregon - Effective January 1, 2010"*, pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractor must provide a written schedule to employees showing the number of hours per day and days per week the employee may be required to work; and must pay daily, weekly, weekend and holiday overtime in accordance with, and as required by ORS 279C.520.

Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor fails to pay for labor or services, the contracting agency can pay and withhold these amounts due the contractor. Additionally, if the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Contractor must promptly pay for any medical services they have agreed to pay in accordance with ORS 279C.530.

Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract.

Contractor is required to Submit Certified Payroll Reports each month to MERC as Contracting Public Agency to: MERC–Construction/Capital Projects Dept–Att: Renee, 777 NE MLK Jr Blvd Portland, OR 97232; as well as to BOLI. In addition to any other retainage obligated by the Public Contracting Code, the Prevailing Wage Requirement Law requires public agencies to withhold 25 percent of any amount earned by the prime contractor if the prime contractor does not submit certified payroll reports. Once the certified payroll reports have been submitted, the public agency must pay the 25 percent withheld within 14 days. ORS 279C.845(7)

Contractor and every subcontractor must have a Public Works Bond filed with the Construction Contractors Board prior to starting work on the Contract, unless exempt, in accordance with ORS 279C.830(3). Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

CONTRACTOR shall meet MERC Bonds and Bid Security requirements as follows:

1. Bid Security not exceeding 10 percent of the amount bid for the contract is required unless the contract is for \$50,000 or less.
2. For public improvements, a labor and material bond and a performance bond, both in the amount equal to 100 percent of the contract price are required for contracts over \$50,000.
3. Bid security, labor and material bond and performance bond may be required even though a contract is of a class not identified above, if the General Manager determines it is in the public interest.

CONTRACTOR shall meet the Metro "Good Faith Efforts" Requirement for Construction Projects as below:

For construction contracts of \$100,000 or more, the Commission adopts in principle, policy, and content, the "Good Faith Effort" program established by Metro Code§ 2.04.100 through 2.04.190 (Metro Minority Business Enterprise, Women Owned Business, and Emerging Small Business Program) as they apply to contracts of the Commission. This adoption includes any and all ordinances subsequently adopted by the Metro Council relating to Metro's Minority Business Enterprise, Women Owned Business and Emerging Small Business Program. The General Manager shall designate MERC staff to perform the functions of the Liaison Officer to carry out the MBE/WBE/ESB program as it relates to MERC contracting activities. Metro and MERC have a compelling government interest to ensure that their contracts provide fair and equal employment opportunities for minority, women, and emerging small businesses reflecting the diversity found in the Portland Metropolitan area. **Therefore, MERC aspires to utilize 15% (by dollar value) MBE/WBE/ESB subcontractor participation on this project.** Accordingly, the prime contractor is required to submit proof showing that Good Faith Effort has been made to contract with MBE/WBE/ESB subcontractors. **Additionally, MERC aspires to utilize 10% (by dollar value) of subcontractors within the First Opportunity Target Area (FOTA).** Contractor shall submit an MWESB/FOTA report along with certified payroll for compliance.

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

ARTICLE VIII QUALITY OF GOODS AND SERVICES

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

ARTICLE IX
OWNERSHIP OF DOCUMENTS

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

ARTICLE X
SUBCONTRACTORS

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

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

ARTICLE XI
RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this Contract or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XII
SAFETY

If services of any nature are to be performed pursuant to this Contract, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits. Contractor shall supply a written safety program/policy that all employees must follow. Workplace safety MUST be in compliance with OSHA regulations at all times

ARTICLE XIII
INTEGRATION OF CONTRACT DOCUMENTS

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

ARTICLE XIV
JURISDICTION

This Contract was entered into in the State of Oregon. This Contract will be interpreted, construed, and enforced in accordance with the laws of the State of Oregon. Both parties agree that exclusive jurisdiction for any claim under this Contract will be in Multnomah County, Oregon.

ARTICLE XV SEVERABILITY

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

ARTICLE XVI BINDING ON ASSIGNS AND SUCCESSORS

This Contract is binding upon the parties hereto and upon their heirs, administrators, representatives, executors, successors, and assigns, and will inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors and assigns.

ARTICLE XVII COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances related to the execution of the work. This requirement includes, but is not limited to any ARRA or other requirements, associated with the grant funds used for this project, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVIII COUNTERPARTS

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

ARTICLE XIX 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: Commission Jeff Blosser, Executive Director, Oregon Convention Center
 Heather Peck, Division Manager
 Construction/Capital Projects
 MERC
 777 NE Martin Luther King Jr. Blvd.
 Portland, Oregon 97232

To: Contractor Cherry City Electric
8100 NE ST Johns Rd, Suite D101
Vancouver, WA 98665

ARTICLE XX
ASSIGNMENT

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

CONTRACTOR

Signature: _____

Printed Name _____

Date: _____

Title: _____

Company: Cherry City Electric

Address 8100 NE ST Johns Rd, Suite D101

Vancouver, WA 98665

Telephone: 360-571-4410

Tax I.D. or SS#: 95-2313206

CCB 91668

**METROPOLITAN EXPOSITION-RECREATION
COMMISSION**

Signature: _____

Printed Name Teri Dresler

Date: _____

Title: General Manager

Signature: _____

Copy 1 – MERC Contracts

Copy 2 – Facility

Copy 3 – Contractor

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 10-22

For the purpose of selecting Hydrotemp Mechanical Inc. as the lowest responsive and responsible bidder in response to a Request For Bids, relating to the Portland Center for the Performing Arts (PCPA), Antoinette Hatfield Hall "Chiller Replacement Project," and authorizing the General Manager to execute a contract with Hydrotemp Mechanical Inc.

WHEREAS, the existing chiller was installed as part of the original construction and has experienced many significant failures and is currently at the end of its useful life; and

WHEREAS, in the public interest, for purposes of providing effective facility temperature maintenance, protection of the environment and significant energy savings, PCPA desires to replace the chiller; and

WHEREAS, Section 4(D)(1)(a) of the Commission's Contracting and Purchasing Rules delegates authority to the General Manager to prepare and approve Request for Bids (RFB) documents and to solicit bids; and

WHEREAS, Section 4(D)(1)(c) of the Commissions Contracting and Purchasing Rules requires the Commission to select the lowest responsive and responsible bidder, approve the contract award, and approve the written contract by resolution; and

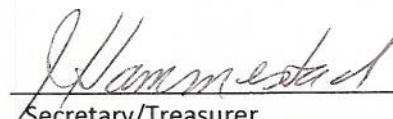
WHEREAS, MERC staff has evaluated the bids, and Hydrotemp Mechanical is the lowest responsive and responsible bidder.

BE IT THEREFORE RESOLVED as follows:


1. The Metropolitan Exposition Recreation Commission selects Hydrotemp Mechanical as the lowest responsive and responsible bidder in response to the Request for Bids for the PCPA, Antoinette Hatfield Hall Chiller Replacement Project;
2. The Metropolitan Exposition Recreation Commission approves the award of a contract, in a form substantially similar to the attached Exhibit "A," to Hydrotemp Mechanical.
3. The Metropolitan Exposition Recreation Commission delegates authority to the General Manager to execute the contract on behalf of the Commission.

Passed by the Commission on September 1, 2010.


Chair


Secretary/Treasurer

Approved As to Form:
Daniel B. Cooper, Metro Attorney

By: 
Nathan A. Schwartz Sykes
Senior Attorney

Standard Public Contract

For Public Contracts Greater than \$50,000

CONTRACT NO. _____

PUBLIC CONTRACT

THIS Contract is entered into between Metropolitan Exposition-Recreation Commission ("MERC"), whose address is 777 NE Martin Luther King, Jr., Blvd., Portland, Oregon 97232-2742, and HydroTemp Mechanical, Inc. (CCB# 63907), whose address is 28465 SW Boberg Rd, Wilsonville OR 97070, hereinafter referred to as the "CONTRACTOR." Work is to be take place at the Portland Center for the Performing Arts – Antoinette Hatfield Hall, located at 1111 SW Broadway, Portland, OR 97205.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I TERM OF CONTRACT

The term of this Contract shall be for the period commencing September 13, 2010 through and including May 15, 2011, with substantial completion by March 30, 2011, unless terminated or extended as provided in this Contract.

ARTICLE II CONTRACT SUM AND TERMS OF PAYMENT

MERC shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work, in an amount not to exceed (written amount) Two Hundred Eighty-Seven Thousand, Five Hundred Dollars and NO/100 (\$287,500.00). Payment shall be on a unit price only for those goods or services received in a condition or manner acceptable to MERC. CONTRACTOR'S Invoice shall include an itemized statement of items purchased or services provided, and shall be sent to MERC, Attention: Accounts Payable, 777 NE Martin Luther King, Jr. Blvd., Portland, Oregon 97232-2742. As per Article VII of this document, Contractor's invoice must breakout and withhold retainage as obligated by Public Contracting Code, and submit certified payroll with their invoice as per Prevailing Wage Requirement Law. MERC will pay Contractor within 30 days of receipt of an approved invoice.

ARTICLE III SCOPE OF WORK

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

CONTRACTOR is to provide and install a new Chiller to replace the existing water-cooled 295-ton chiller at the PCPA Antoinette Hatfield Hall. Scope of Work is to include: design and construction, equipment purchase, installation, demolition and removal of existing system and minimal Control Work as specified in the "PCPA – Antoinette Hatfield Hall Chiller Replacement Project Request for Bids" Documents dated July 6, 2010, hereto attached as "Attachment "A". Contractor agrees to comply with each and every term, condition and provision of the contract documents. Contractor agrees to provide all labor, tools, equipment, machinery, supervision, transportation, and every other item and service necessary to perform the work described in the contract documents. Contractor agrees to comply with each and every term, condition and provision of the contract documents. Contractor may be subject to liquidated damages if work not in compliance with Request for Bids Documents as referenced above, and Contract Agreement. All work on this contract is subject to Prevailing Wage Rates.

Additional Requirements:

CONTRACTOR must provide to MERC:

- A written Workplace Safety Program and Drug Policy prior to start of work
- A copy of Contractor's Certificate of Insurance as specified in Article VI below
- A written Work Schedule to be approved by Owner 48 hours prior to start of work. Work must be performed without causing any disruptions to scheduled events. Owner will make every effort to keep construction areas off limits to the public to accommodate the Contractor's Work Plan.

Contractor must coordinate all work with MERC Project Manager.

The Contract Time shall commence upon issuance of the Notice to Proceed which is anticipated to be issued following execution of the contract. Contractor shall commence work under this Contract within no more than ten (10) calendar days after issuance of written Notice to Proceed. Contractor shall bring the Work to **substantial completion no later than March 30, 2011, or at such date as may be extended by Change Order approved by Contractor and Owner.** By executing this Contract, Contractor confirms and accepts that the Contract Time so stated is a reasonable period for performance of all of the Work.

The end date of the Contract Term is intended to allow for finalization of all closeout requirements, receipt of warranties, manuals and final payment, but does not alter requirements for substantial completion of the work by the date specified.

Owner will coordinate with Contractor regarding the dates and approximate shifts that are available and unavailable to the Contractor to perform the required work, depending on the location in the building of the scheduled event, the type of event and the Work being conducted simultaneously with the event. **Due to the likely possibility of additional "bookings" or cancellations of events in the building, this schedule may be modified, which may positively or negatively impact the work schedule. It is not anticipated however, that the net number of days available to the Contractor as indicated on the schedule included as part of these documents will be lessened. In the event of a schedule change, the Owner will notify the Contractor directly following the implementation of the change so that work plans may be modified accordingly.** Due to the nature of the Public Events Facility industry, it will be necessary for the Contractor to work closely with the Project Manager and applicable building staff to coordinate day-to-day logistical requirements for the benefit of the Contractor and to afford Owner Staff the necessary time to perform event or non-event related functions. Contractor shall be liable to incur liquidated damages if not substantially complete by contract terms. Liquidated damages shall be assessed at no less than One Thousand Dollars (\$1,000.00) per day.

ARTICLE IV LIABILITY AND INDEMNITY

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

ARTICLE V TERMINATION

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

ARTICLE VI
INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

- A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. MERC, Metro, and their elected and appointed officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.
- B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. MERC, Metro and their elected and appointed officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to MERC thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide MERC with a certificate of insurance complying with this article and naming MERC and Metro as additional insureds within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

ARTICLE VII
PUBLIC CONTRACTS

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

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

For public work subject to ORS 279C.800 to 279C.870, the contractor shall pay Prevailing Wage Rates as per the *Oregon Bureau of Labor and Industries (BOLI) "Prevailing Wage Rates for Public Contract Works Contracts in Oregon - Effective January 1, 2010"*, pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractor must provide a written schedule to employees showing the number of hours per day and days per week the employee may be required to work; and must pay daily, weekly, weekend and holiday overtime in accordance with, and as required by ORS 279C.520.

Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor fails to pay for labor or services, the contracting agency can pay and withhold these amounts due the contractor. Additionally, if the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the contractor or first-tier subcontractor fails, neglects, or refuses to make payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Contractor must promptly pay for any medical services they have agreed to pay in accordance with ORS 279C.530.

Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract.

Contractor is required to Submit Certified Payroll Reports each month to MERC as Contracting Public Agency to: MERC—Construction/Capital Projects Dept—Att: Renee, 777 NE MLK Jr Blvd Portland, OR 97232; as well as to BOLI. In addition to any other retainage obligated by the Public Contracting Code, the Prevailing Wage Requirement Law requires public agencies to withhold 25 percent of any amount earned by the prime contractor if the prime contractor does not submit certified payroll reports. Once the certified payroll reports have been submitted, the public agency must pay the 25 percent withheld within 14 days. ORS 279C.845(7)

Contractor and every subcontractor must have a Public Works Bond filed with the Construction Contractors Board prior to starting work on the Contract, unless exempt, in accordance with ORS 279C.830(3). Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

CONTRACTOR shall meet MERC Bonds and Bid Security requirements as follows:

1. Bid Security not exceeding 10 percent of the amount bid for the contract is required unless the contract is for \$50,000 or less.
2. For public improvements, a labor and material bond and a performance bond, both in the amount equal to 100 percent of the contract price are required for contracts over \$50,000.
3. Bid security, labor and material bond and performance bond may be required even though a contract is of a class not identified above, if the General Manager determines it is in the public interest.

CONTRACTOR shall meet the Metro "Good Faith Efforts" Requirement for Construction Projects as below:

For construction contracts of \$100,000 or more, the Commission adopts in principle, policy, and content, the "Good Faith Effort" program established by Metro Code § 2.04.100 through 2.04.190 (Metro Minority Business Enterprise, Women Owned Business, and Emerging Small Business Program) as they apply to contracts of the Commission. This adoption includes any and all ordinances subsequently adopted by the Metro Council relating to Metro's Minority Business Enterprise, Women Owned Business and Emerging Small Business Program. The General Manager shall designate MERC staff to perform the functions of the Liaison Officer to carry out the MBE/WBE/ESB program as it relates to MERC contracting activities. Metro and MERC have a compelling government interest to ensure that their contracts provide fair and equal employment opportunities for minority, women, and emerging small businesses reflecting the diversity found in the Portland Metropolitan area. **Therefore, MERC aspires to utilize 15% (by dollar value) MBE/WBE/ESB subcontractor participation on this project.** Accordingly, the prime contractor is required to submit proof showing that Good Faith Effort has been made to contract with MBE/WBE/ESB subcontractors. **Additionally, MERC aspires to utilize 10% (by dollar value) of subcontractors within the First Opportunity Target Area (FOTA).** Contractor shall submit an MWESB/FOTA report along with certified payroll for compliance.

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

ARTICLE VIII QUALITY OF GOODS AND SERVICES

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

ARTICLE IX
OWNERSHIP OF DOCUMENTS

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

ARTICLE X
SUBCONTRACTORS

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

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

ARTICLE XI
RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this contract or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XII
SAFETY

If services of any nature are to be performed pursuant to this contract, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits. Contractor shall supply a written safety program/policy that all employees must follow. Workplace safety MUST be in compliance with OSHA regulations at all times

ARTICLE XIII
INTEGRATION OF CONTRACT DOCUMENTS

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

ARTICLE XIV
JURISDICTION

The Contract was entered into in the State of Oregon. This Contract will be interpreted, construed and enforced in accordance with the laws of the State of Oregon. Both parties agree that exclusive jurisdiction for any claim under this Contract will be in Multnomah County, Oregon.

ARTICLE XV
SEVERABILITY

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

ARTICLE XVI
BINDING ON ASSIGNS AND SUCCESSORS

This Contract is binding upon the parties hereto and upon the heirs, administrators, representatives, executors, successors, and assigns, and will inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors and assigns.

ARTICLE XVII
COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances related to the execution of the work. This requirement includes, but is not limited to any requirements associated with the grant funds used for this project, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVIII
COUNTERPARTS

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

ARTICLE XIX
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: Commission Robyn Williams, Executive Director, Portland Center for the Performing Arts
 Heather Peck, Division Managers, Construction/Capital Projects MERC
 777 NE Martin Luther King Jr. Blvd.
 Portland, Oregon 97232

To: Contractor HydroTemp Mechanical, Inc.
 28465 SW Boberg Rd.
 Wilsonville OR 97070

ARTICLE XX
ASSIGNMENT

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

CONTRACTOR

Signature: _____

Printed Name _____

Date: _____

Title: _____

Company: HydroTemp Mechanical, Inc

Address 28465 SW Boberg Rd

Wilsonville, OR 97070

Telephone: 503-582-8525

Tax I.D. or SS#: 93-0893475

CCB 63907

**METROPOLITAN EXPOSITION-RECREATION
COMMISSION**

Signature: _____

Printed Name Teri Dresler

Date: _____

Title: General Manager

Copy 1 - MERC Contracts

Copy 2 - Facility

Copy 3 - Contractor

METROPOLITAN EXPOSITION RECREATION COMMISSION

RESOLUTION NO. 10-23

For the purpose of approving a Third Amendment to the Broadway Series Agreement to amend user fees for the years 2010-2011 and 2011-2012 for subscription sales only.

WHEREAS, the PCPA has been asked to consider holding the user fee for subscription sales at \$3.25 for the fiscal year 2010-2011 season and then increasing it to \$3.75 in the fiscal year 2011-2012 season; and


WHEREAS, PCPA staff believes that keeping the user fee rate for subscription sales at \$3.25 for fiscal year 2011 is in the public interest, provides good customer service, would alleviate a significant hardship on the Opera and will be recouped through the increase in the 2011-2012 user fee, PCPA staff recommends approval of the Third Amendment to the Broadway Series Agreement to the Commission.

BE IT THEREFORE RESOLVED as follows:


The Metropolitan Exposition Recreation Commission approves the Third Amendment to the Broadway Series Agreement to amend user fees for the years 2010-2011 and 2011-2012 for subscription sales only and delegates authority to General Manager to execute the Third Amendment on behalf of the Commission in a form substantially similar to Exhibit A attached hereto and subject to final approval by the Office of Metro Attorney.

Passed by the Commission on September 1, 2010.


Chair


Secretary/Treasurer

Approved As to Form:
Daniel B. Cooper, Metro Attorney

By: 
Nathan A. Schwartz Sykes
Senior Attorney

THIRD AMENDMENT TO BROADWAY SERIES AGREEMENT

This Third Amendment is made and entered into by and between the Metropolitan Exposition Recreation Commission ("Commission," "Metro ERC," or "MERC") and Portland Opera Association, an Oregon nonprofit corporation, and PACE Theatrical Group, a Texas corporation, a joint venture (hereinafter, "Presenter"), including, all parent companies, members, affiliates, subsidiaries, successors and assigns, (MERC and Presenter will be collectively referred to as, "the Parties").

RECITALS

1. The Commission is a subdivision of Metro, a municipal corporation.
2. Presenter is an Oregon joint venture.
3. The parties have entered into a Broadway Series Agreement, the First Amendment to the Broadway Series Agreement and the Second Amendment to the Broadway Series Agreement (hereinafter collectively referred to as "the Agreement")
4. The parties desire to enter into this Third Amendment to the Broadway Series Agreement amend their user fees for the years 2010-2011 and 2011-2012 for subscriptions sales.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties hereto, and upon the express terms and conditions hereinafter set forth, it is agreed by and between them as follows:

1.

The parties hereby agree that the User Fee for all subscription sales in accordance with Section 1(o) of the Second Amendment and Exhibit 1 to the Second Amendment to the Agreement will be \$3.25 for the 2010-2011 season and \$3.75 for the 2011-2012 season. All other terms and conditions of the Agreement shall remain the same.

2.

AMENDMENT DOCUMENTS

The Amendment documents together form the Agreement between Commission and the Presenter. All determination of the precedence of, discrepancy in, or conflicts regarding the Amendment documents shall be in accord with the following order, with the highest precedence item at the top:

- a. This Third Amendment to Broadway Series Agreement.
- b. The Second Amendment to Broadway Series Agreement.

- c. The First Amendment to Broadway Series Agreement.
- d. The Broadway Series Agreement.
- e. The standard PCPA Limited License Agreement.
- f. Amendment to the Commission's policies and procedures which are in effect as of the date hereof, a copy of which is attached, or are enacted subsequent to the date of this Amendment.

PRESENTER

**METROPOLITAN EXPOSITION-
RECREATION COMMISSION**

By: _____

By: _____

Name: _____
Portland Opera Association

Name: _____
MERC

Date: _____

Date: _____

By: _____

PACE Theatrical Group, Inc.

Date: _____

MERC Staff Report

Agenda Item/Issue: For the purpose of approving a Third Amendment to the Broadway Series Agreement to amend user fees for the years 2010-2011 and 2011-2012 for subscriptions sales only.

Resolution No.: 10-23

Presented By: Robyn Williams

Date: September 1, 2010

Background and Analysis:

In September 1997 the Commission approved a joint venture group (Portland Opera and what is currently known as Broadway Across America) to present a single Broadway Series at PCPA. In March 2003, new terms and conditions for seasons through 07/08 were negotiated and approved by the Commission, and in December 2006, a second amendment establishing rates and fees for Broadway seasons beginning in FY08-09 through 2015-2016 was approved.

Broadway subscribers were charged a \$3.25 user fee for the 2010-2011season. PCPA has been asked to consider holding the subscriber rate at \$3.25 for FY11 season and then increasing it to \$3.75 in the FY12 season-which would be a \$0.50 increase instead of the \$0.25 that should have been applied.

It would be difficult plus an act of very poor customer service to attempt to collect the increase from subscribers who have already paid for and received their tickets. The Opera's only other option would be to make up this difference. This would be a considerable hardship for the Opera this fiscal year. Based on potential bookings for next year-which is anticipated to include a Blockbuster-PCPA believes subscription rates will increase and more than compensate for the drop this fiscal year.

Fiscal Impact:

Holding the subscription user fee at the prior year rate would potentially be a decrease of \$11,268 to PCPA in the FY11 budget-though this amount could be much lower if single ticket sales continue to be as strong as they have been for the first show of the season.

Recommendation: Staff recommends that the Metropolitan Exposition Recreation Commission approve the Terms of the Third Amendment to the Broadway Series Agreement to amend user fees for the years 2010-2011 and 2011-2012 for subscriptions sales only.



MERC Commission Retreat

October 6, 2010

Session Notes

~~~~~  
**Commissioners/GM in attendance:** Elisa Dozono (Chair), Teri Dresler (GM), Chris Erickson, Terry Goldman, Judie Hammerstad, Cynthia Haruyama, Ray Leary, Rod Park (Metro liaison), Karis Stoudamire-Phillips.

**Others in attendance** Chris Bailey, Expo Center Director; Jeff Blosser, OCC ED; Michael Jordan, Metro COO; Stephanie Soden, Venues Director of Communications and Strategic Development; Robyn Williams, PCPA ED; and Lisa Brown, Program Analyst II.

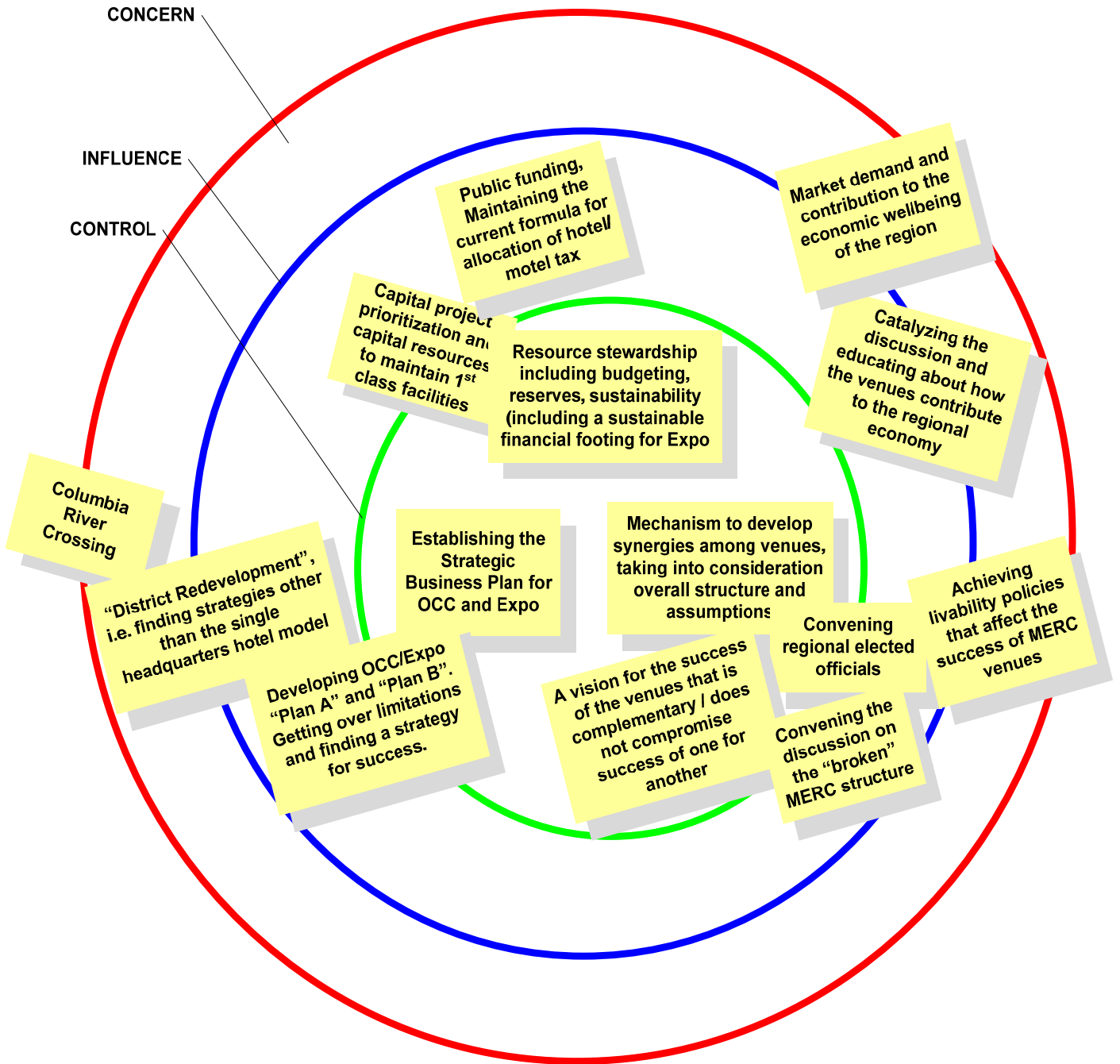
**Facilitator:** Sue Dicile

~~~~~  
On October 6, 2010, MERC Commission and executive staff participated in a Commission retreat. The purpose of the session was to establish strategic priorities and determine how the Commission can best pursue those priorities within its spheres of control and influence.

*The following notes were transcribed from chartpak notes recorded by the facilitator during the retreat.
Text in italic indicates the facilitator's explanatory comments.*

SPHERES OF CONTROL, INFLUENCE AND CONCERN

Commissioners identified the following actions and outcomes and evaluated MERC's degree of control or influence they exert relative to each:



STRATEGIC PRIORITIES

Based on the prior discussion the following priorities were established.

★ Starred outcome items are those that need to be readied for discussion with Metro Council.

	STRATEGIC PRIORITIES	NEAR TERM OUTCOMES	LONGER TERM
PRIMARY	Resource stewardship and sustainability	➔ Reserves policy developed. ★	
	Synergy among the four venues	<ul style="list-style-type: none"> ➔ Operational, marketing and sales opportunities identified. ➔ Parking analysis obtained. ➔ Process to develop synergies established. ➔ Commission apprised of all results. 	
	Strategic Business Plan for OCC & Expo Includes: <ul style="list-style-type: none"> • Risk analysis • Options for district and economic development for each venue. • Strategy for hotel/motel room adequacy 	<ul style="list-style-type: none"> ➔ Plan completed ➔ “Who” is the customer at each venue?” understood. ➔ Commission awareness raised so that Commissioners are effective advocates grounded in solid, timely information. 	
	Stability of public funding sources	<ul style="list-style-type: none"> ➔ Seat at the table for the Commission established. ★ ➔ Importance of the funding formula to protect jobs and economic & districts development elevated in the discussion. ★ 	Statute “untouched”
SECONDARY	Capital projects and replacement prioritization and financing	➔ Priorities and financing determined in the upcoming budget process. ★	
	Financial stability for Expo	<ul style="list-style-type: none"> ➔ Options evaluated. ➔ Commission briefed on options. 	
	First Opportunity Target Area (FOTA)	➔ Policy established based on demographic data.	
	Convening and catalyzing regional discussions Includes: <ul style="list-style-type: none"> • Fixing the rigid 3-way financing structure • Livability policies • Regional venue initiatives 	<ul style="list-style-type: none"> ➔ MERC Commission and Metro Council consensus on regional alignment established. ➔ Discussions convened as opportunities and timing are right. 	

MERC Commission Meeting

November 3, 2010
12:30 pm

8.0 Reserves Policy Project
Update



Date: Oct. 27, 2010
To: MERC Commission
From: MERC Reserves Project Team
Margo Norton, Director, Finance and Regulatory Services
Cynthia Hill, MERC Budget Manager
Douglas Anderson, SW Policy and Compliance Manager
Subject: Update on MERC Reserves Project

The Reserves Project Team has been meeting with venue directors and reviewing data as part of the reserves study.

Included in this packet for your review are:

1. Metro Financial Policies (highlighted)

The Metro Council reviews and readopts annually its financial policies which govern all operating funds, including the MERC fund. The policies provide the guiding principles for our financial management. Although general in nature, they provide the structure for our reserves project.

2. Reserves Project Working Hypothesis

A separate attachment refreshes us on the purpose of the reserves project and provides a working hypothesis of the types of reserves we are considering appropriate for the MERC fund.

3. Legal and political restrictions

Although the MERC fund is a single fund for budgetary purposes, each venue is operated as a distinct sub fund. The intergovernmental agreement with the City of Portland places certain restrictions on PCPA (see Amendment 4, Section C). The Multnomah County transient lodging tax code also contains requirements that must be considered in this project (see attached chart and section of Multnomah County tax code).

Progress to Date

Substantial progress has been made in examining the renewal and replacement requirements for the venues. Our goal is to evaluate the annual spending and recommend a targeted annual contribution to the renewal and replacement reserves. Project staff is preparing estimates of operating contingency and working capital requirements for review by the venue directors.

Final recommendations will be prepared for consideration during the budget process. A key question will be what level of risk is reasonable and responsible for these operations.

FINANCIAL POLICIES

In 2004 the Metro Council enacted Resolution No. 04-3465, "adopting comprehensive financial policies for Metro." The policies contained in this resolution are included below, in their entirety.

Each year as part of the annual budget adoption process the Metro Council reviews the financial policies which provide the framework for the overall fiscal management of the agency. Operating independently of changing circumstances and conditions, these policies are designed to help safeguard Metro's assets, promote effective and efficient operations and support the achievement of Metro's strategic goals. Recently the Governmental Accounting Standards Board (GASB) issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which requires the Metro Council to make certain policy decisions regarding the use of resources and classifications of fund balance. In June 2010 the Metro Council took action to amend Metro's Comprehensive Financial Policies to incorporate the GASB Statement No. 54 principles and to re-approve the policies. These changes are reflected in Budget and Financial Planning, section 2.

These financial policies establish basic principles to guide Metro's elected officials and staff in carrying out their financial duties and fiduciary responsibilities. The Chief Financial Officer shall establish procedures to implement the policies established in this document.

General policies

1. Metro's financial policies shall be reviewed annually by the Council and shall be published in the adopted budget.
2. Metro shall prepare its annual budget and Comprehensive Annual Financial Report consistent with accepted public finance professional standards.
3. The Chief Financial Officer shall establish and maintain appropriate financial and internal control procedures to assure the integrity of Metro's finances.
4. Metro shall comply with all applicable state and federal laws and regulations concerning financial management and reporting, budgeting and debt administration.

Accounting, auditing and financial reporting

1. Metro shall annually prepare and publish a Comprehensive Annual Financial Report including financial statements and notes prepared in conformity with generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board.
2. Metro shall maintain its accounting records on a basis of accounting consistent with the annual budget ordinance.
3. Metro shall have an independent financial and grant compliance audit performed annually in accordance with generally accepted auditing standards.

Budgeting and financial planning

1. As prescribed in Oregon budget law, total resources shall equal total requirements in each fund, including contingencies and fund balances. However, Metro considers a budget to be balanced whenever budgeted revenues equal or exceed budgeted expenditures. Beginning fund balances shall not be considered as revenue, nor shall contingencies or ending fund balances be considered expenditures, in determining whether a fund is in balance.
2. Metro shall maintain fund balance reserves that are appropriate to the needs of each fund. Targeted reserve levels shall be established and reviewed annually as part of the budget process. Use of fund balance to support budgeted operations in the General Fund, an operating fund, or a central service fund shall be explained in the annual budget document; such explanation shall describe the nature of the budgeted reduction in fund balance and its expected future impact. Fund balances in excess of future needs shall be evaluated for alternative uses.
 - a. The Metro Council delegates to the Chief Operating Officer the authority to assign (and un-assign) additional amounts intended to be used for specific purposes more narrow than the overall purpose of the fund established by Council. A schedule of such assignments shall be included within the adopted budget document.
 - b. Metro considers restricted amounts to have been spent prior to unrestricted (committed, assigned, or unassigned) amounts when an expenditure is incurred for purposes for which both restricted and unrestricted amounts are available. Within unrestricted amounts, committed amounts are considered to have been spent first, followed by assigned amounts, and then unassigned amounts when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.
 - c. The following information shall be specified by Council in the establishment of Stabilization Arrangements as defined in GASB Statement No. 54: a) the authority for establishing the arrangement (resolution or ordinance), b) the requirements, if any, for additions to the stabilization amount, c) the specific conditions under which stabilization amounts may be spent, and d) the intended stabilization balance.

3. Metro staff shall regularly monitor actual revenues and expenditures and report to Council at least quarterly on how they compare to budgeted amounts, to ensure compliance with the adopted budget. Any significant changes in financial status shall be timely reported to the Council.
4. Metro shall use its annual budget to identify and report on department or program goals and objectives and measures of performance.
5. A new program or service shall be evaluated before it is implemented to determine its affordability.
6. Metro shall authorize grant-funded programs and associated positions for a period not to exceed the length of the grant unless alternative funding can be secured.
7. Each operating fund will maintain a contingency account to meet unanticipated requirements during the budget year. The amount shall be appropriate for each fund.
8. Metro shall prepare annually a five-year forecast of revenues, expenditures, other financing sources and uses, and staffing needs for each of its major funds, identifying major anticipated changes and trends, and highlighting significant items which require the attention of the Council.
9. Metro will annually prepare a cost allocation plan prepared in accordance with applicable federal guidelines to maintain and maximize the recovery of indirect costs from federal grants, and to maintain consistency and equity in the allocation process.

Capital asset management

1. Metro shall budget for the adequate maintenance of capital equipment and facilities and for their orderly replacement, consistent with longer-term planning for the management of capital assets.
2. The Council's previously-adopted policies governing capital asset management are incorporated by reference into these policies.

Cash management and investments

1. Metro shall maintain an investment policy in the Metro Code, which shall be subject to annual review and re-adoption.
2. Metro shall schedule disbursements, collections and deposits of all funds to ensure maximum cash availability and investment potential.
3. Metro shall manage its investment portfolio with the objectives of safety of principal as the highest priority, liquidity adequate to needs as the second highest priority and yield from investments as its third highest priority.

Debt management

1. Metro shall issue long-term debt only to finance capital improvements, including land acquisition, that cannot be readily financed from current revenues, or to reduce the cost of long-term financial obligations.
2. Metro will not use short-term borrowing to finance operating needs unless specifically authorized by the Council.
3. Metro shall repay all debt issued within a period not to exceed the expected useful life of the improvements financed by the debt.
4. Metro shall fully disclose financial and pertinent credit information as it relates to Metro's outstanding securities.
5. Metro shall strive to obtain the highest credit ratings to ensure that borrowing costs are minimized and Metro's access to credit is preserved.
6. Equipment and vehicles should be financed using the least costly method, including comparison to direct cash expenditure. This applies to purchase using operating leases, capital leases, bank financing, company financing or any other purchase programs.

Revenues

1. Metro shall estimate revenues through an objective, analytical process.
2. Metro shall strive to maintain a diversified and balanced revenue system to protect it from short-term fluctuations in any one revenue source.
3. One-time revenues shall be used to support one-time expenditures or increase fund balance.
4. Metro shall pursue appropriate grant opportunities; however, before accepting any grant, Metro will consider the current and future implications of either accepting or rejecting it. The Chief Financial Officer may establish criteria to be used in evaluating the potential implications of accepting grants.

CAPITAL ASSET MANAGEMENT POLICIES

The following policies establish the framework for Metro's overall capital asset planning and management. They provide guidance for current practices and a framework for evaluation of proposals for future projects. These policies also seek to improve Metro's financial stability by providing a consistent approach to fiscal strategy. Adopted financial policies show the credit rating industry and prospective investors (bond buyers) the agency's commitment to sound financial management and fiscal integrity. Adherence to adopted policies ensures the integrity and clarity of the financial planning process and can lead to improvement in bond ratings and lower cost of capital.

1. Metro shall operate and maintain its physical assets in a manner that protects the public investment and ensures achievement of their maximum useful life.

Ensuring the maximum useful life for public assets is a primary agency responsibility. Establishing clear policies and procedures for monitoring, maintaining, repairing and replacing essential components of facilities is central to good management practices. It is expected that each Metro department will have written policies and procedures that address:

Multi-year planning for renewal and replacement of facilities and their major components;
Annual maintenance plans.

2. Metro shall establish a Renewal and Replacement Reserve account for each operating fund responsible for major capital assets. Ensuring that the public receives the maximum benefit for its investments in major facilities and equipment requires an ongoing financial commitment. A Renewal and Replacement Reserve should initially be established based on the value of the asset and consideration of known best asset management practices. Periodic condition assessments should identify both upcoming renewal and replacement projects and the need to adjust reserves to support future projects. If resources are not sufficient to fully fund the Reserve without program impacts, the Council will be consider alternatives during the annual budget process. Establishing and funding the Reserve demonstrates Metro's ongoing capacity and commitment to these public investments.
3. Metro shall prepare, adopt and update at least annually a five-year Capital Improvement Plan (CIP). The Plan will identify and set priorities for all major capital assets to be acquired or constructed by Metro. The first year of the adopted CIP shall be included in the Proposed Budget.
The primary method for Metro departments to fulfill the need for multi-year planning is the Capital Improvement Planning process. The CIP allows a comprehensive look at Metro's capital needs for both new facilities and renewal and replacement of existing ones, and allows the Council to make the necessary decisions to ensure financial resources match forecasted needs.
4. Capital improvement projects are defined as facility or equipment purchases or construction which results in a capitalized asset costing more than \$100,000 and having a useful (depreciable life) of five years or more. Also included are major maintenance projects of \$100,000 or more that have a useful life of at least five years.¹
A clear threshold ensures that the major needs are identified and incorporated in financial plans.
5. An assessment of each Metro facility will be conducted at least every five years. The report shall identify repairs needed in the coming five years to ensure the maximum useful life of the asset. This information shall be the basis for capital improvement planning for existing facilities and in determining the adequacy of the existing Renewal and Replacement Reserves.
A foundation step for capital planning is an understanding of the current conditions of Metro facilities. It is expected that Metro departments have a clear, documented process for assessing facility condition at least every five years. The assessment processes may range from formal, contracted engineering studies to in-house methods such as peer reviews. The assessment should identify renewal and replacement projects that should be done within the following five years. The Renewal and Replacement Reserve account should be evaluated and adjusted to reflect the greater of the average renewal and replacement project needs over the coming five years or 2 percent of the current facility replacement value.
6. The Capital Improvement Plan will identify adequate funding to support repair and replacement of deteriorating capital assets and avoid a significant unfunded liability from deferred maintenance.
Using the information provided by facility assessments, Metro departments should use the CIP process to identify the resources necessary to keep facilities in an adequate state of repair. In situations where financial resources force choices between programs and facility repair, the annual budget process should highlight these policy choices for Council action.
7. A five-year forecast of revenues and expenditures will be prepared in conjunction with the capital budgeting process. The forecast will include a discussion of major trends affecting agency operations, incorporate the operating and capital impact of new projects, and determine available capacity to fully fund the Renewal and Replacement Reserve.
Incorporation of capital needs into agency five-year forecasts ensures that problem areas are identified early enough that action can be taken to ensure both the maintenance of Metro facilities and integrity of Metro services.

¹ Effective July 1, 2009, capital asset threshold was increased from \$50,000 to \$100,000 in accordance with Metro Resolution 08-3941A. This reflected a State of Oregon definition of a public improvement project.

8. To the extent possible, improvement projects and major equipment purchases will be funded on a pay-as-you-go basis from existing or foreseeable revenue sources. Fund Balances above established reserve requirements may be used for one-time expenditures such as capital equipment or financing of capital improvements.
Preparing a CIP and incorporating it into five-year forecasts enables Metro to plan needed capital spending within foreseeable revenues. This minimizes the more costly use of debt for capital financing and ensures renewal and replacement of facility components takes place without undue financial hardship to operations.
9. Debt (including capital leases) may only be used to finance capital, including land acquisition, not ongoing operations. Projects that are financed through debt must have a useful service life at least equal to the debt repayment period.
Because interest costs impact taxpayers and customers, debt financing should be utilized only for the creation or full replacement of major capital assets.
10. When choosing funding sources for capital items, every effort should be made to fund enterprise projects either with revenue bonds or self-liquidating general obligation bonds. For the purpose of funding non-enterprise projects, other legally permissible funding sources, such as systems development charges, should be considered.
11. Acquisition or construction of new facilities shall be done in accordance with Council adopted facility and/or master plans. Prior to approving the acquisition or construction of a new asset, Council shall be presented with an estimate of the full cost to operate and maintain the facility through its useful life and the plan for meeting these costs. At the time of approval, Council will determine and establish the Renewal and Replacement Reserve policy for the asset to ensure resources are adequate to meet future major maintenance needs.
New Metro facilities should be planned within the overall business and service objectives of the agency. To ensure that the public gains the maximum utility from the new facility or capital asset, Metro should identify the full cost of building and operating the facility throughout its useful life. Resources generated from its operation or other sources should be identified to meet these needs.

Note: the Capital Asset Management Policies were readopted by the Metro Council on June 17, 2010, and incorporated into the financial policies by reference.

MERC Reserves Study

Summary

Purposes of the MERC Reserves Study

- Align MERC with Metro Financial and Capital Asset Management Policies.
In particular, Budgeting and Financial Planning Policy 2: *Metro shall maintain fund balance reserves that are **appropriate to the needs of each fund*** [emphasis added].
- Quantify segments of the Strategic Fund Balance to determine if they are adequate.
- Inform the FY 2011-12 budget development process.

“Appropriate” MERC Reserves – Working Hypothesis

- Operating Contingency
- Working Capital (Cash Float)
- Renewal and Replacement
- Business Strategy/New Capital

About the Reserves

The Operating Contingency

- Backs up your operating budget.
- Provides funding to cover unexpected revenue losses or cost spikes.
- Acts like an insurance policy – there if you need it – but you don’t *plan* to spend from it.
- Not a substitute for operating revenue in the long run. If a change in financial situation persists, then the organization needs to adapt to the new situation.
- With a properly sized and fully funded Operating Contingency, cost reductions become an optional, not a required, response to short-term revenue shortfalls.

The Working Capital (Cash Float) Reserve

Simply the amount of cash on hand that is needed to cover time gaps between the payment of expenditures and the receipt of revenue.

The Renewal & Replacement Reserve

- Funds renewal and replacement of your existing asset base.
- Provides the financial component of your renewal and replacement plan.
- Serves as a planning tool to help pinpoint (for example) when extraordinary resources are needed.
- Works as a management tool to help determine (for example) the optimal timing of projects.

The Business Strategy/New Capital Reserve

- Driven by the needs of the strategic or business plan.
- Typically funded by retained earnings.
- Offers one option among a suite of funding options: borrowing, grants, donations.
- Allows quick, strategic action on opportunities or threats.

Characteristics of a Good Reserve Policy

A good reserve policy should:

- Support the business objectives of the organization.
- Address funding sources.
- Govern uses of the reserve.
- Provide a basis for decision when priorities compete for resources.

4th Amended Agreement

4th

AMENDED AGREEMENT REGARDING CONSOLIDATION OF REGIONAL CONVENTION, TRADE, SPECTATOR AND PERFORMING ARTS FACILITIES OWNED AND OPERATED BY THE CITY OF PORTLAND AND METRO

This Agreement dated as of December 19, 1989, amended as of December 9, 1992, January 1, 2000, and May 1, 2000, is between the City of Portland, Oregon (City) and Metro (Metro).

City and Metro agree that the December 19, 1989, Agreement is amended as follows:

RECITALS:

- 1. As of December 19, 1989, the City, Metro, and the City of Portland Exposition-Recreation Commission (ERC) entered into an "Agreement Regarding Consolidation of Regional Convention, Trade, Spectator and Performing Arts Facilities Owned and Operated by the City of Portland and the Metropolitan Service District." The December 19, 1989, Agreement provided generally for the consolidated operation, under Metro's Metropolitan Exposition-Recreation Commission (Metro ERC), of the City's Memorial Coliseum (Coliseum), Civic Stadium, and Portland Center for the Performing Arts, together with Metro's Oregon Convention Center. The December 19, 1989, Agreement provided in detail for the transfer of operational control of the City's facilities from the ERC to the Metro ERC.
2. The City and Metro removed the Coliseum from the mix of facilities operated by Metro and the Metro ERC by an Amendment to this Agreement dated December 9, 1992.
3. The relationship between the parties is governed by the December 19, 1989 Agreement, as amended, until the effective date of this Amendment.
4. The Exposition-Recreation Commission is no longer a party to this Agreement, and the City has authority under Portland City Code Section 3.106.050(a) to act on its behalf.
5. The City and Portland Family Entertainment Limited Partnership (PFE) anticipate entering into a cooperative agreement to improve Civic Stadium and bring new sports franchises to the facility, under which PFE will operate the facility.
6. Metro and the City recognize that they need to amend the Agreement to return Civic Stadium to the City.

SECTION 1

DEFINITIONS

In this Agreement, the following terms shall have the following meanings unless the context indicates otherwise:

"Agreement" means the Agreement regarding consolidation of regional convention, trade, spectator and performing arts facilities owned and operated by the City of Portland and the Metropolitan Service District entered into by the City of Portland and the Metropolitan Service District on December 19, 1989, as amended.

"City" means the City of Portland, Oregon.

"City Council" means the Council of the City of Portland or the lawful successor thereto.

"City Facilities" means two spectator facilities owned by the City, the PCPA and the Civic Stadium except that as of the Termination Date, City Facilities means only the PCPA.

"Civic Stadium Termination Date" or "Termination Date" means a date between June 21, 2000 and August 2, 2000, designated by City, on which Civic Stadium ceases to be a City Facility under this Agreement.

"Commissioner in Charge" means the City Commissioner to whom the Mayor of the City assigns responsibility for the City's relationship with Metro

"Convention Center" means the Oregon Convention Center.

"CPI" means the annual average percent change in the Portland-Salem OR-WA CPI-U, as issued by the U.S. Department of Labor, Bureau of Labor Statistics, for the most recent 12-month calendar year period, or a comparable measure of price change should this index not be available.

"ERC" means the City Exposition-Recreation Commission.

"Facilities" means the City Facilities, Metro Facilities, and Other Facilities.

"Metro" means the Metropolitan Service District.

"Metro Council" means the Council of the Metropolitan Service District provided for in ORS 268. 150 or the lawful successor thereto.

Agreement and City shall be responsible for the payments identified in Section 13 of this Agreement. Metro shall pay, out of City Facilities-related funds, all tax and other governmental assessments against real property comprising the City Facilities and against any City Facilities-related personal property.

- B. Audits and Accounting Beginning July 1, 1990. Beginning with FY2000-01, Metro, in its accounting, shall account separately for each of the City Facilities and shall comply with generally accepted governmental accounting principles and with the requirements of the Government Accounting Standards Board in accounting for City Facilities operations and maintenance. Metro annually shall obtain an audit of its operations, with City Facilities separately accounted for. The audit may be conducted as a portion of Metro's audit. The audit of Metro ERC's operations, as to the portion covering City Facilities, shall be prepared in a manner acceptable to City and its auditors. In the event it is necessary under National Council on Government Accounting Statement 3 for City to include the City Facilities operations in City's Consolidated Annual Financial Report, then Metro shall provide its audit to City not later than September 30 of each year.
- C. Restrictions on Use. The beginning balance in the Funds transferred to Metro ERC on July 1, 1990, under Subsection (B) of this Section, as determined by the audit referred to in Subsection (C) of this Section, shall be used only for the benefit of the City Facilities. Nothing in this Agreement shall prevent the transfer of resources among the City Facilities as provided in any Metro budget. In addition, any net surplus from operation of the City Facilities shall be used only for the benefit of the City Facilities. The beginning balance in the Performing Arts Center Construction Fund, deposited into a separate account maintained by Metro, shall be used for capital appropriations to complete PCPA construction in a manner consistent with the original architecture and aesthetics of the PCPA and with the pledges giving rise to the Fund. Any revenues received by Metro from Multnomah County in support of the Oregon Convention Center shall be used only for the purposes authorized by the agreement between Metro and Multnomah County. Any net surplus from operation of Metro and City Facilities shall be used only as determined by Metro.
- D. If the Civic Stadium Termination occurs on or before June 30, 2000, of the balance existing in the Civic Stadium fund balance of the City Facilities Fund (Fund 553 of the Metro ERC Global Fund of the Metro Budget), on June 30, 2000, \$375,000 shall be transferred to the City of Portland. If the Civic Stadium Termination occurs on or after July 1, 2000, \$400,000 of the Civic Stadium fund balance shall be transferred to the City. The remaining Civic Stadium fund balance shall be subject to the following provisions:
1. Metro and Metro ERC may charge to the City Facilities Fund the costs of insuring or creating self-insurance reserves against unforeseen or known liabilities including, but not limited to, tort claims, Workers' Compensation claims, and reserve accounts for payment of accrued vacation leave, unemployment benefits, and severance or transition costs for Civic Stadium employees not transferred to City, provided that Metro and Metro ERC may

only charge the Civic Stadium Fund for such costs in an amount not to exceed \$250,000.

2. From the remaining balance, any surplus up to \$750,000 shall be transferred to PCPA to be used for deferred capital improvement projects or deferred capital renewal and replacement projects which address the capital backlog at the facility.
3. After the above distributions have been made, fifty percent (50%) of any remaining Civic Stadium fund balance as of the Termination Date shall be transferred to the City and fifty percent (50%) shall be transferred to PCPA.

SECTION 8

METRO EXCISE TAX

A. Under Chapter 332, 1989 Oregon Laws, Metro has the authority to impose excise taxes on persons using facilities, equipment, systems, functions, services, or improvements owned, operated, franchised, or provided by Metro. As a result of this Agreement, Metro will have the authority to impose excise taxes on persons using the City Facilities.

B. Limitation. Metro shall not directly or indirectly use revenues from excise taxes on persons using the City Facilities for the purpose of funding Council or Executive Officer services or for any other purpose except as authorized in Subsection (C) below, without the prior written consent of City, which consent shall not be unreasonably withheld.

C. Use. Metro shall provide all revenues from excise taxes on persons using the City Facilities to Metro ERC except that Metro may pledge the revenues for the benefit of Facilities operated by Metro ERC. Metro ERC shall use all revenues so provided to it for the benefit and operation of the Facilities operated by Metro ERC.

SECTION 9

INDEMNIFICATION

A. Tort and Workers' Compensation Claims.

1. City, to the maximum extent permitted by law, shall indemnify Metro, Metro ERC, and their officers, employees, and agents against and defend and hold them harmless from any and all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, and actions, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from any claim that has been made or is capable of being made as a tort claim as that term is defined by ORS 30.260(8), or a Workers' Compensation claim

TRANSIENT LODGINGS TAX**§ 11.400- DEFINITIONS.**

For the purpose of this subchapter, the following definitions apply unless the context requires a different meaning.

ACCRUAL ACCOUNTING. An accounting method where the operator enters the rent due from a transient on the records when the rent is earned, whether or not it is paid.

ADMINISTRATIVE FEE. The County Trust Account Fee that is the Indirect Flow-Through Rate that is published annually in the County Indirect Cost Rates and Countywide Cost Allocation Plan and charged to internal accounts.

BONDS. Collectively, the Convention Center Completion Bonds, the Civic Stadium Bonds and the Portland Center for Performing Arts (PCPA) Bonds.

CASH ACCOUNTING. An accounting method where the operator does not enter the rent due from a transient on the records until rent is paid.

CIVIC STADIUM BONDS. Bonds or other obligations issued by the City of Portland (City) to fund Civic Stadium improvements in an amount not to exceed \$35,000,000 and any bonds issued to refund those bonds.

CONVENTION CENTER COMPLETION BONDS. Bonds or other obligations issued by the City to fund the Convention Center Completion Project in an amount not to exceed \$100,000,000 and any bonds issued to refund those bonds.

CONVENTION CENTER COMPLETION PROJECT. The expansion of the Oregon Convention Center (OCC) facilities to include approximately 105,000 square feet of exhibit space, a 35,000 square foot ballroom, a total of 40 meeting rooms, 35,000 square feet of lobby space, a 825 space parking garage and 10 loading docks.

CPI. The annual average percent change in the Portland Salem OR-WA CPI-U as issued by the U.S. Department of Labor, Bureau of Labor Statis-

tics for the most recent 12-month calendar year period, or a comparable measure of price change if this index is not available.

CULTURAL TOURISM. A program or programs to attract visitors to the Portland area to attend cultural and recreational events and exhibits.

FACILITIES. The Oregon Convention Center, the Portland Center for the Performing Arts, the Exposition Center, and neighborhood arts programs.

HOTEL. Any structure, or any portion of any structure that is occupied or intended or designed for transient occupancy for 30 days or less for dwelling, lodging, or sleeping purposes, and includes any hotel, inn, tourist home or house, motel, studio hotel, lodginghouse, rooming house, apartment house, public or private dormitory, fraternity, sorority, public or private club, and also includes space in mobile home or trailer parks, or similar structure or space if occupancy is for less than a 30-day period.

NEIGHBORHOOD ARTS. Arts programs aimed at increased community and educational exposure to arts and involvement in artistic endeavors to enhance the quality of life in the region thus increasing tourism and increasing support for cultural programs.

NET REVENUES. The collections (including delinquent interest and penalties) from the 2.5% surcharge transient lodging tax (MCC § 11.401(E)), the collections (including delinquent interest and penalties) from the 2.5% surcharge vehicle rental tax (MCC § 11.301(C)), and earnings on amounts in the Visitors Fund Trust Account, less the Administrative Fee. Net revenues does not include any amounts required to pay refunds of surcharge taxes, interest, or other charges required by state law, debt service on the Regional Children's Campus Bonds and Parity Obligations.

OCCUPANCY. The use or possession, or the right to use or possess for lodging or sleeping purposes any room or rooms in a hotel, or space in a mobile home or trailer park or portion thereof.

OPERATING EXPENSES. The total cost of all labor, benefits, overhead, maintenance, materials and services incurred by the operator or operators of

the facilities in encouraging attendance, administering, and operating events held in the facilities and in obtaining events to be held there or as part of the neighborhood arts programs.

OPERATOR. The person who is proprietor of the hotel in any capacity. Where the operator performs functions through a managing agent of any type or character other than an employee, the managing agent will also be considered an operator for the purposes of this subchapter and will have the same duties and liabilities as the principal. Compliance with the provisions of this subchapter by either the principal or the managing agent is compliance by both.

PCPA BONDS. Bonds or other obligations issued by the City to fund capital improvements to the PCPA in an amount not to exceed \$2,100,000, and any bonds issued to refund those bonds.

RENT. The consideration charged, whether or not received by the operator, for the occupancy of space in a hotel, valued in money, goods, labor, credits, property or other consideration valued in money, without any deduction.

RENT PACKAGE PLAN. The consideration charged for both food and rent where a single rate is made for the total of both. The amount applicable to rent for determination of transient room tax under this subchapter is the same charge made for rent when not a part of a package plan.

TAX. Either the tax payable by the transient or the aggregate amount of taxes due from an operator during the period for which the operator is required to report collections.

TAX ADMINISTRATOR. The Finance Director of the county.

TRANSIENT. Any individual who exercises occupancy or is entitled to occupancy in a hotel for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days. The day a transient checks out of the hotel will not be included in determining the 30-day period if the transient is not charged rent for that day by the op-

erator. Any such individual occupying space in a hotel will be considered to be a transient until the period of 30 days has expired unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy, or the tenancy actually extends more than 30 consecutive days. A person who pays for lodging on a monthly basis, irrespective of the number of days in any month, is not considered transient.

VISITORS FACILITIES TRUST ACCOUNT (VFTA). The excise tax account created by MCC § 11.401(E) to receive and disburse Net Revenues as provided in the Visitor Facilities Intergovernmental Agreement.

(Ord. 957, Amended, 01/25/2001; Ord. 941, Amended, 02/17/2000; '90 Code, § 5.50.010, 07/01/1998; Ord. 790, passed, 06/16/1994; Ord. 593, passed, 09/29/1988; Ord. 56, passed, 06/29/1972)

§ 11.401 TAX IMPOSED.

(A) For the privilege of occupancy in any hotel in the county, each transient shall pay a tax of 11.5% of the rent charged by the operator. The tax constitutes a debt owed by the transient to the county that is extinguished only by payment by the operator to the county. The transient will pay the tax to the operator of the hotel at the time the rent is paid. The operator will record the tax when rent is collected if the operator keeps records on the cash accounting basis, and when earned if the operator keeps records on the accrual accounting basis. If rent is paid in installments, the transient will pay a proportionate share of the tax to the operator with each installment. In all cases the rent paid or charged for occupancy will exclude the sale of any goods, services and commodities, other than the furnishing of rooms, accommodations and space occupancy in mobile home parks or trailer parks. After deductions for administration costs and any refunds or credits authorized by this subchapter the proceeds of the tax will be allocated as provided for in subsections (A), (B), (C), (D) and (E) of this section.

(B) The base rate of the tax imposed by subsection (A) is equal to 5%. It will be allocated to the county general fund, and is available for general fund expenditures.

(C) A surcharge rate of the tax imposed by subsection (A) is equal to 1% and will be used exclusively for contracting with private organizations for the promotion, solicitation, procurement and service of county convention business and tourism.

(D) A surcharge rate of the tax imposed by subsection (A) is equal to 3% and will be allocated to the Excise Tax Fund.

(1) Before paying the tax imposed by subsection (D), as required by § 11.407, the operator may deduct an amount equal to 5% of that portion of the tax that is allocated to the Excise Tax Fund. This 5% may be retained by the operator as reimbursement for the operator's expenses in collecting the tax.

(2) The county will pay from the proceeds of the tax that is allocated to the Excise Tax Fund:

(a) To Metro, for the operation of the Oregon Convention Center, \$3,800,000 in fiscal year 1997-98 and, in each fiscal year thereafter, that amount plus annual percentage increases equal to the greater of the change in the CPI or the overall change in the proceeds of the tax. If the overall increase in the proceeds of the tax in any given year exceeds 7%, any additional funds beyond the 7% increase will be allocated as specified in subsection (e) of subsection (D). Metro may also utilize the proceeds to pay debt service on Bonds issued for the purpose of making capital improvements to the Oregon Convention Center.

(b) To the government entity responsible for the operation of the Portland Center for the Performing Arts, \$1,200,000 in fiscal year 1997-98 and, in each fiscal year thereafter, that amount plus annual percentage increases equal to the lesser of the change in the CPI or the overall change in the proceeds of the tax.

(c) To the government entity responsible for operating the Portland Center for the Performing Arts for a program or programs for cultural tourism, to be administered through a contract with the Portland Oregon Visitor's Association, and in collaboration with the Regional Arts and Culture Council, \$200,000 in fiscal year 1997-98 and, in each fiscal year thereafter, that amount plus annual

percentage increases equal to the lesser of the change in the CPI or the overall change in the proceeds of the tax;

(d) To the Regional Arts and Culture Council, any remaining balance up to \$200,000 of the proceeds of the tax after the payments in subsections (a) through (c) are made, to be allocated as follows:

1. \$100,000 for neighborhood arts;

2. \$100,000 to broaden participation in and visitors to the region's cultural and artistic assets by residents of outlying areas of the greater Portland metropolitan region.

(e) To Metro for any remaining balance of the proceeds from the tax after the payments in subsections (a) through (e) are made will be allocated towards replacement, renewal, expansion, and other capital needs of the facilities managed by Metro, on an as-needed basis to be determined by Metro.

(3) Earnings on proceeds allocated to the Excise Tax Fund will be credited to the Excise Tax Fund.

(4) The amounts specified in subsection (2) above are subject to review by the Board every five years.

(5) The tax imposed by subsection (D) is separate and independent of the tax imposed by subsection (C). Nothing in this subsection (D) modifies the 1% tax provided for by subsection (C).

(E) A surcharge rate of the tax imposed by subsection (A) is equal to 2.5% and will be allocated to the VFTA that is separate from the Excise Tax Fund. This 2.5% surcharge will terminate if the 2.5% motor vehicle rental tax surcharge imposed by § 11.301(C) is terminated before issuance of the Bonds.

(1) Before paying the tax imposed by subsection (E) as required by § 11.407, the operator may deduct an amount equal to 5% of the portion of the tax allocated to VFTA. This 5% may be re-

tained by the operator as reimbursement for expenses for collecting the tax.

(2) The tax imposed by subsection (E) is separate and independent of the tax imposed by subsections (C) and (D). Nothing in this subsection modifies the taxes imposed by subsections (C) and (D).

(3) In addition to imposing a tax, this subsection (E) specifically authorizes the Board under Home Rule authority to enter into an intergovernmental agreement with the City, pledging the County to maintain the tax surcharge to pay the Bonds and other obligations of this subsection (E). Any pledge of tax revenues in such an intergovernmental agreement is binding under ORS 288.594 from April 1, 2000, and as long as the Bonds set out in subsection (E) are outstanding.

(4) Taxes imposed by subsection (E) will be allocated in the following order of priority:

(a) First, to the City in the amount required to pay debt service on the Convention Center Completion Bonds;

(b) Second, to the City in the amount required to pay debt service on the PCPA Bonds;

(c) Third, to the City in the amount, if any, required to pay the remaining debt service on Civic Stadium Bonds after application of Civic Stadium Revenues;

(d) Fourth, to Metro in the amount, if any, required to pay reasonable operating, capital repair and maintenance cost of the OCC in excess of revenues collected by the OCC and the tax received by Metro from subsection (D);

(e) Fifth, to Metro for Convention Center Marketing, \$250,000 in Year One, \$350,000 in the second year, increased for each fiscal year thereafter by the CPI.

(f) Sixth, to Tri-County Metropolitan Transportation District (Tri-Met), \$300,000 in the fiscal year 2000-01, increased each subsequent fis-

cal year by the CPI, for costs of extending the fare-less square to the Lloyd Center Max station;

(g) Seventh, to the Visitor Development Fund (VDF), \$250,000 in the fiscal year 2000-01, \$500,000 in fiscal year 2001-02, increased each subsequent fiscal year by the CPI, to attract visitors to the county and City that maximize hotel occupancy and vehicle rentals;

(h) Eighth, to Metro for the operator of the PCPA, \$250,000 in Year One, \$500,000 in the second year, increased each year thereafter by the CPI, for costs of PCPA operations;

(a) (i) Ninth, to Metro to pay OCC operating deficits in excess of \$8,840,000 that accumulate during the first six fiscal years (2000-01 through 2005-06) after the effective date of the tax imposed by subsection (E);

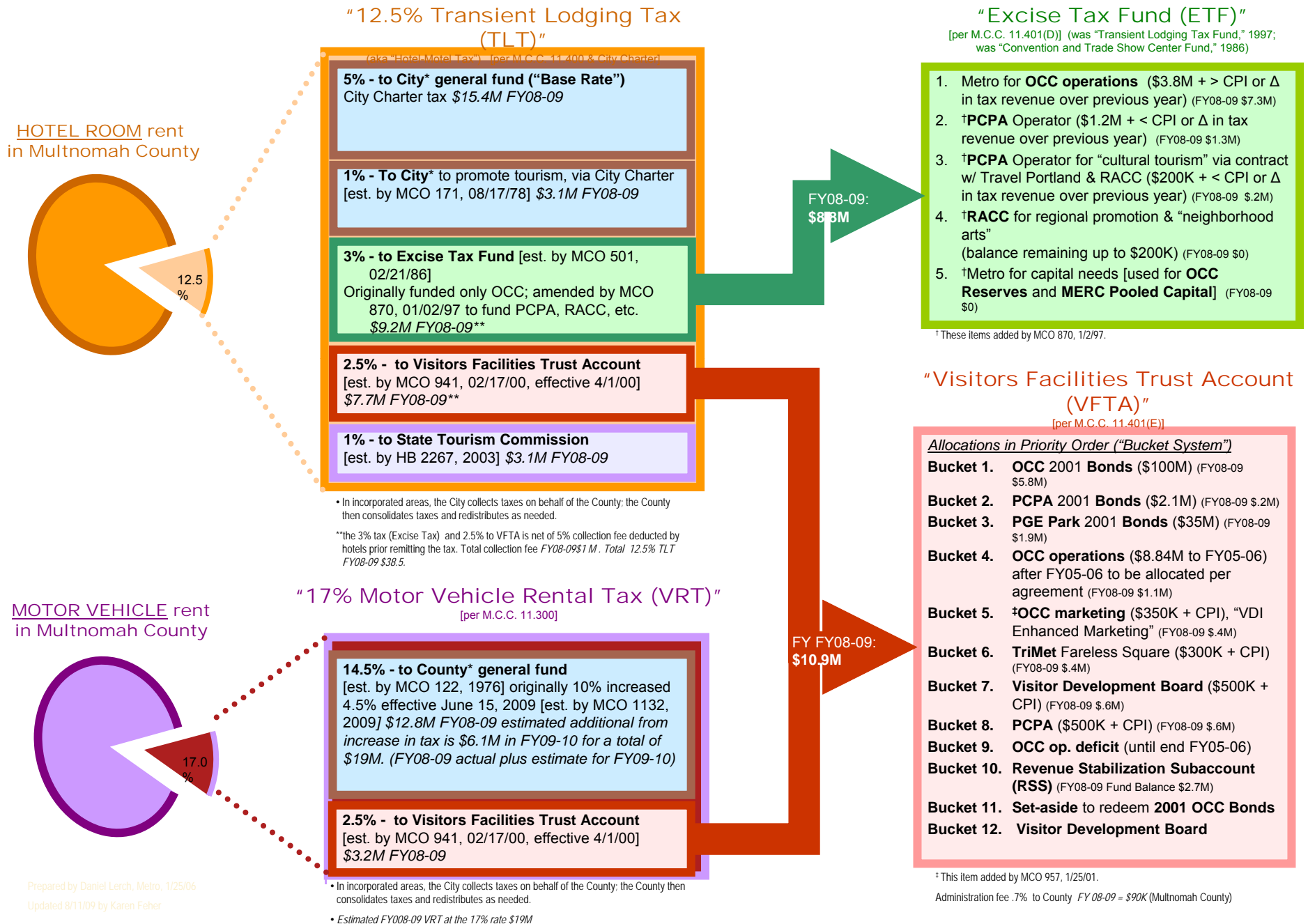
(j) Tenth, to a revenue stabilization subaccount sufficient to pay subsection (a) through (i) disbursements, and that may be used to redeem or defease Convention Center Completion Bonds and PCPA Bonds.

(k) Eleventh, any subsection (E) taxes remaining after the (a) through (i) payments including subaccounts may be spent according to budgets proposed by the Visitor Development Board. (Ord. 957, Amended, 01/25/2001; Ord. 941, Amended, 02/17/2000; '90 Code, § 5.50.050, 07/01/1998; Ord. 845, passed, 03/14/1996; Ord. 870, passed, 01/09/1996; Ord. 811, passed, 02/26/1995; Ord. 790, passed, 06/16/1994; Ord. 569, passed, 01/28/1988; Ord. 501, passed, 02/20/1986; Ord. 488, passed, 12/19/1985; Ord. 56, passed, 06/29/1972)

§ 11.403 COLLECTION OF TAX BY OPERATOR.

(A) Every operator renting rooms or space for lodging or sleeping purposes in this county, the occupancy of which is not exempted under the terms of this subchapter, must collect a tax from the occupant. The tax collected or accrued by the operator constitutes a debt owing by the operator to the county.

Regional Visitors Facilities Funding via Transient Lodging Tax and Vehicle Rental Tax

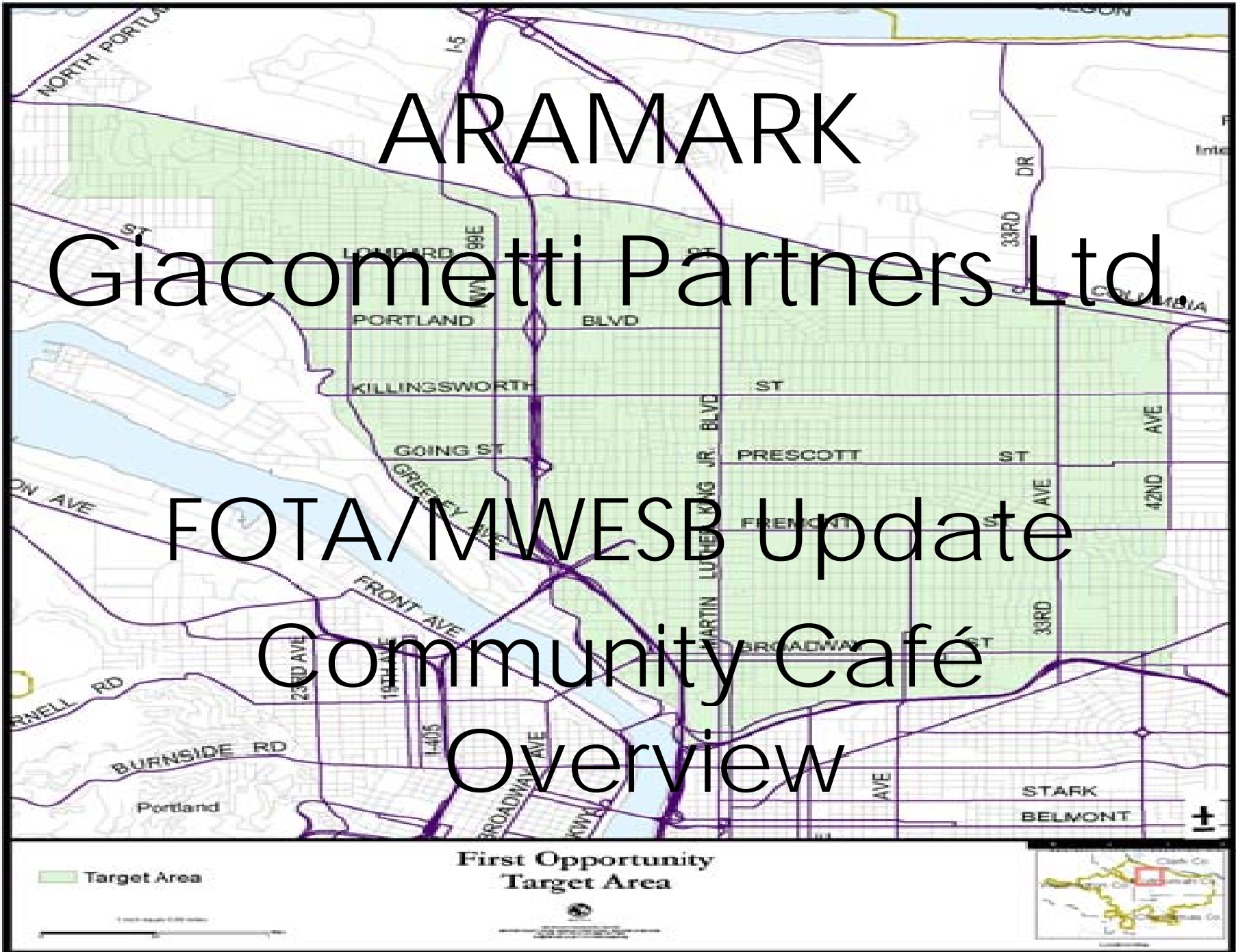


Prepared by Daniel Lerch, Metro, 1/25/06
 Updated 8/11/09 by Karen Feher

MERC Commission Meeting

November 3, 2010
12:30 pm

9.0
ARAMARK/GIACOMETTI
PARTNERS – FOTA Update-
Community Cafe Overview



ARAMARK

Giacometti Partners Ltd

FOTA/MWESB Update

Community Café

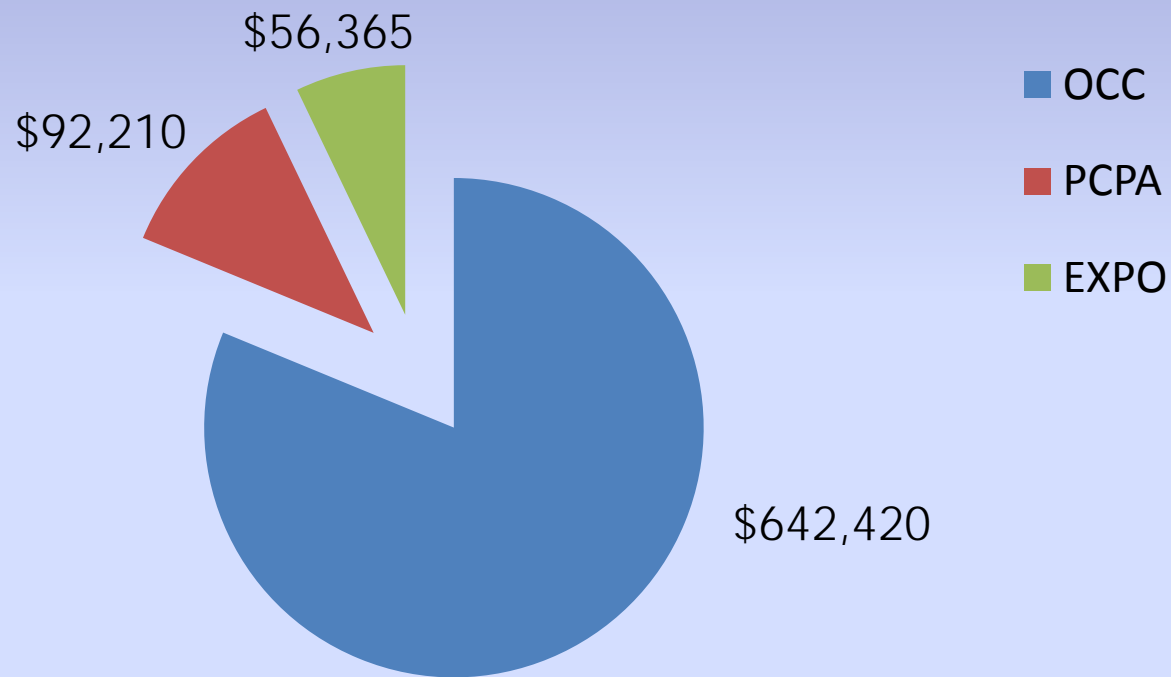
Overview

Joint Venture Partner

- ARAMARK Partnership since 1999
- Participate with an Investment of 12% of \$2M
- Profit Split of 12% of ARAMARK EBIT

FOTA Purchases

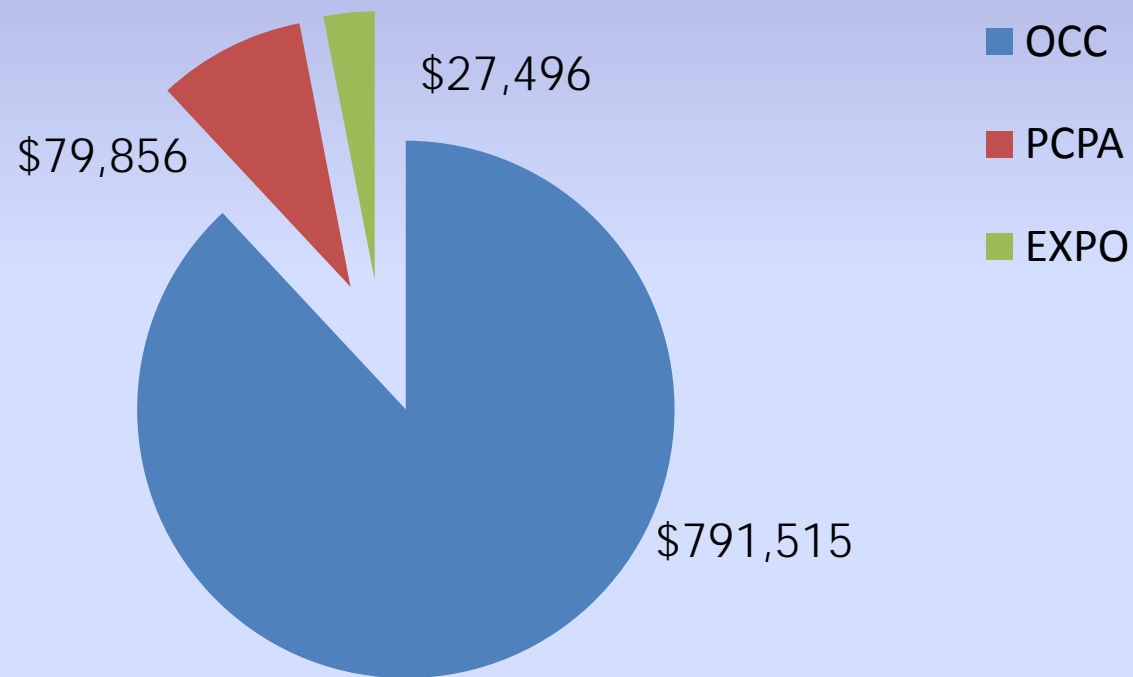
ARAMARK FY2009



\$790,905 Total Spent in the FOTA
26% of purchases totaling
\$3,051,666

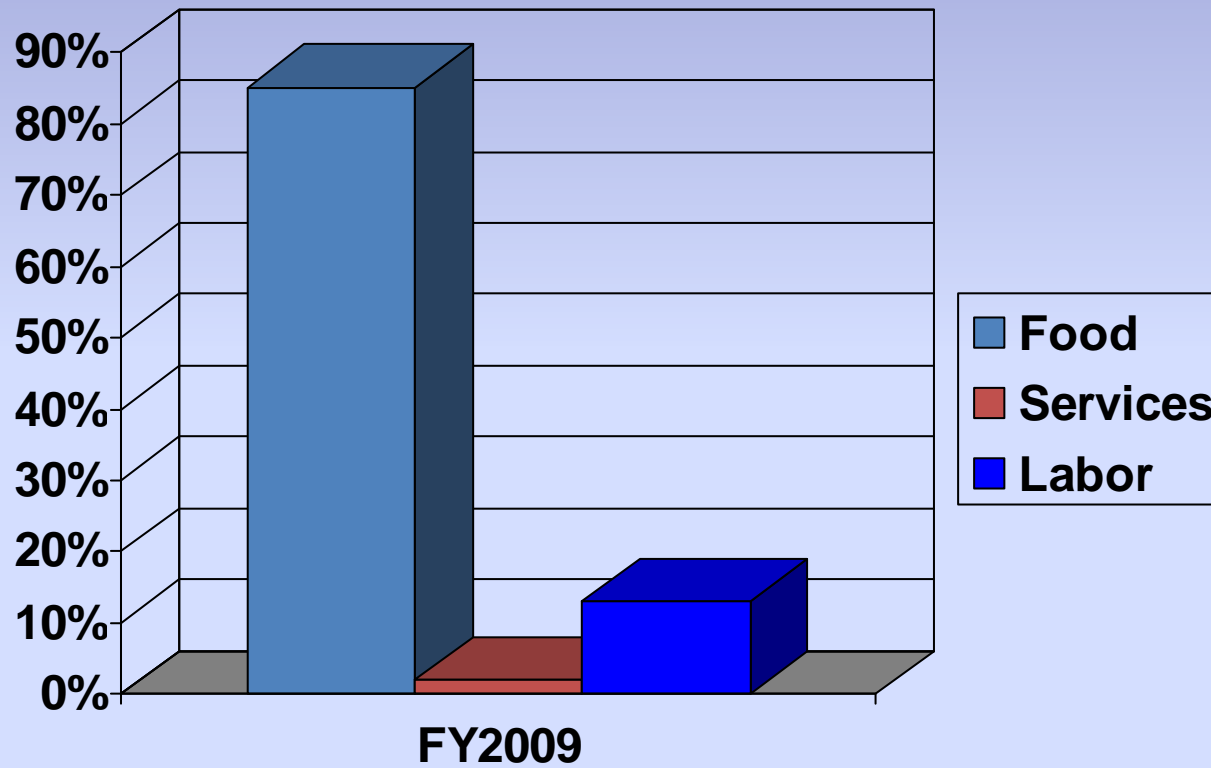
FOTA Purchases

ARAMARK FY2010



\$898,687 Total Spent in the FOTA
25% of purchases totaling
\$3,622,317

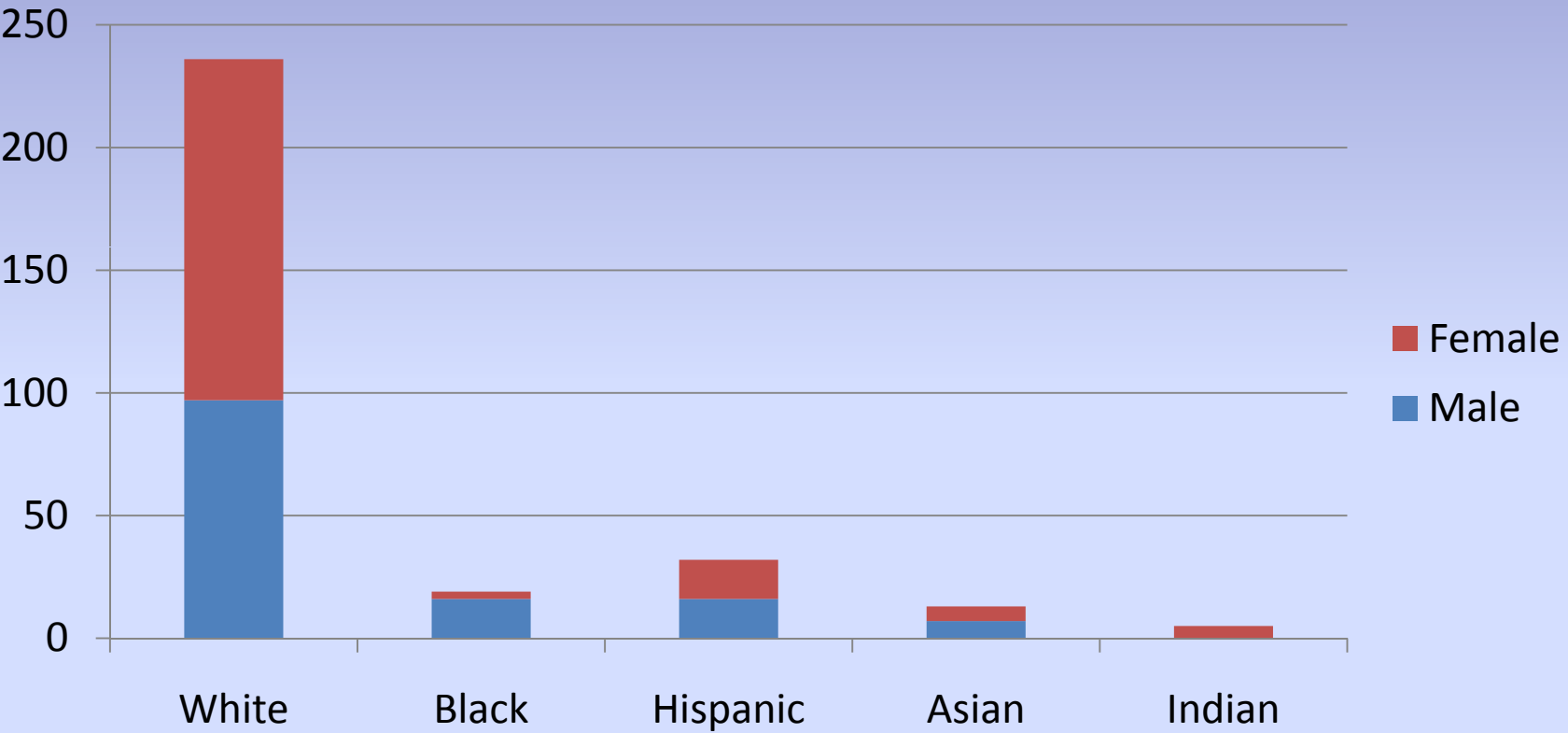
FOTA Breakdown



ARAMARK/GPL Workforce

- Currently 16% of our total workforce live in the FOTA
 - 20.8% of Expo staff
 - 11.6% of PCPA staff
 - 17% of OCC staff
- 23% of our total workforce are minority
- Community Outreach includes
 - JV partner employment sourcing
 - Job Postings in the Skanner Newspaper
 - Participation in minority job fairs

Diversity in the Workplace



Community Café Overview

Purpose: To create a pilot program that provides training and career opportunities for economically disadvantaged individuals looking for a career in F&B.

- Committees:
 - **Selection committee** -consists of: Jeff Blosser, Brendan Coffey, Bernie Foster, Roy Jay, MERC commissioner, Teri Dressler
 - **Steering committee** -consists of: Jeff Blosser, Brendan Coffey, Bernie Foster, Roy Jay, MERC Commissioner, Teri Dressler
- Selection Process: Applicants must submit a written essay answering the following questions: “What has been your past experience working with F&B? What are your future plans for a career in F&B? How do you feel the program will benefit you in your life/goals?”
 - Applicant’s will be screened based on essay responses
 - Must meet economic/selection criteria
 - FOTA Residency
 - Prior work experience
 - Prior education and training
 - Demonstrated interest in food service industry
 - References
 - - Finalists will be interviewed by the selection committee
 - Two applicants will be selected to start in the Winter of 2010
 - Two additional applicants will be selected as reserves as replacements, or to start in Fall of 2011

CCP Overview Continued

- Course of Study
 - Kitchen 101
 - Knife Skills
 - Food Safety including HACCP and ServSafe
 - Inventory Ordering
 - Menu Development
 - Menu Costing
 - Preparation, Handling and Cooking of Foods related to CCP
 - Customer Service 101
 - Industry Service Standards
 - Handling Customer Complaints
 - Develop Service Standards/Checklists related to CCP
 - Controls 101
 - Inventory Management
 - Cash Controls
 - Stand Sheet Accountability
 - Basic Accounting skills related to CCP
 - Management 101
 - Managing in a Union Environment
 - Motivating Staff
 - Accountability
 - Documentation and discipline
 - Hands on Management of concessions stands
 - Marketing 101
 - Marketing Workshops
 - Participate in the development of marketing plan and roll out of annual marketing plan related to CCP.
- Investment and continuing education application process
 - Networking opportunities with local banks and businesses for graduates will begin in the spring prior to graduation.
 - Graduates will be able to apply for funding grants for starting a small business or continuing education in the F&B career field.
 - Applications will be accepted reviewed approved or denied by steering committee.
 - Grant Funding will be available for 6 months following graduation.

Community Café Marketing

- Survey of Metro Employees conducted in August of 2010 with 176 respondents
 - Survey helps guide menu development and service concepts
 - Metro Employees are the targeted base market for the Community Café.
- Upon hiring first participants, photo documentation of project will begin.
- Approximately 2 months prior to opening press releases will be generated telling the story of the community café.
- Marketing Efforts will include the following:
 - Direct Marketing to local business offices via coupons and flyers, fax order menus, etc.
 - Menu sampling to local offices
 - In office catering menu/deliveries available to the Metro offices
 - Electronic marketing using e-mail links, Facebook, Twitter, etc. to tell the story.
 - Printed coupons and advertisements in local community papers

Community Café

JV Responsibility

Giacometti Partners will perform the following duties as key participants in the Community Café Program:

- Help get the word out to the community about the program using available media resources.
- Help source participants from members of the community.
- Participate on the Selection Committee to help select qualified participants.
- Participate on the Steering Committee to review the program and it's participant's on a quarterly basis and make recommendations based on performance.
- Review program graduate requests for grants and business plans as a member of the Steering Committee.
- Assist in mentoring and providing networking opportunities for program graduates.

MERC Commission Meeting

November 3, 2010
12:30 pm

10.0 - Action Agenda

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 10-25

For the purpose of approving a collective bargaining agreement with the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada ("IATSE") Local B-20.

WHEREAS, the Commission's designated representatives for labor relations and the IATSE Local B-20 designated bargaining representatives have negotiated in good faith with IATSE Local B-20; and

WHEREAS, the Commission's designated representatives for labor relations and the Union's designated bargaining representatives have reached an agreement for a three-year collective bargaining Agreement; and

WHEREAS, the tentative agreement is subject to ratification by a vote of the Union membership on behalf of the Union, and by a vote of the Commission on behalf of MERC; and

WHEREAS, the Union membership duly ratified the tentative agreement on October 13, 2010; and,

WHEREAS, the MERC Commission believes that the tentative agreement is fair, reasonable, and in the public interest.

THEREFORE BE IT RESOLVED:

1. The Commission hereby ratifies the tentative agreement attached to this Resolution as Exhibit A.
2. The Commission hereby authorizes and directs the General Manager, or her delegate, to execute the collective bargaining agreement reflecting the terms of the tentative agreement on the Commission's behalf and forward that signed agreement to the Union for formal signing.

Passed by the Commission on November 3, 2010.

Chair

Secretary-Treasurer

Approved As To Form:

Daniel B. Cooper, Metro Attorney

By: _____

Nathan A. Schwartz Sykes, Senior Attorney

MERC STAFF REPORT

Agenda Item/Issue: FOR THE PURPOSE OF APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, ("IATSE") LOCAL B-20, TENTATIVE AGREEMENT.

Resolution No. 10-25

Presented by: Joni Johnson, Metro Human Resources Manager

Date: November 3, 2010

Background and Analysis:

Bargaining started April 21, 2010 and continued through six meetings. At the first bargaining session, the Union presented a letter that stipulated that a majority of the stage door attendants employed at the Portland Center for the Performing Arts had designed IATSE B-20 as their bargaining representative for the purposes of bargaining wages, hours, and other working condition. On July 19, 2010, a third party verified a majority of representation cards submitted to IATSE B-20 by stage door attendants. In response, with the Commission's approval, management included this employee group in bargaining. Negotiations concluded on September 23, 2010 and the Union ratified the contract on October 13, 2010.

RESOLUTION:

The major elements of the tentative Agreement are as follows:

Term of Agreement: July 1, 2010-June 30, 2013

Wages: Please refer to the wages listed as Attachment A to the contract for specific wage rates. Upon ratification of the contract by the Commission, wages will be increased 17 cents an hour in year one of the successor Agreement. Effective July 1, 2011, wages will be increased 29 cents an hour and effective July 1, 2012, wages will be increased 36 cents an hour. The Union bargained the equal increase across all job groups in order to provide parity between job classifications. In addition, employees whose wages were frozen at the amount set for the fiscal year 2008-2009 contract when they performed work for non-profit groups, including resident companies, will receive a rebate of those wages. This rebate only applies to hours worked between September 1, 2009-June 30, 2010 and will be paid in a lump sum following the signing of the Agreement.

Insurance: The only member of this unit who will receive benefits is the full-time Lead Stage Door Attendant. Formerly, as a non-represented employee, he received a full benefit package and he will continue to do so through an agreement with IATSE and MERC. Benefits provided will be the same as those for the IATSE Local 28 contract employees.

Shift Differential: Stage door attendants will receive a \$1.00 per hour of shift differential pay for all hours worked between 12:00 am and 6:00 am. This amount is consistent with other units who are paid a shift differential for swing and graveyard shifts.

Language Changes: Significant language changes between the previous and proposed Agreement appear below.

- Section 9: In deference to its members, many of whom have been in the armed services, the bargaining unit traded Christmas Day for Veteran's Day for the purposes of receiving holiday pay for hours worked.

Section 10: MERC's admissions and ticket office employees are part-time, and scheduled by needs of the events as determined by the employer and a system of employment seniority. Changes to this

section include 1) updating language to reflect new, electronic scheduling procedures; 2) increasing flexibility for employee to pass on shifts in exchange for management parameters for losing or relinquishing seniority.

SHORT RANGE FISCAL IMPACT:

The costs of the collective bargaining agreement are within budgeted amounts for FY 10-11.

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:

Staff recommends approval of Resolution 10-25.

**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 B-20

Effective July 1, ~~2007~~2010-June 30, ~~2010~~2013

TABLE OF CONTENTS

PREAMBLE	1
SECTION 1. RECOGNITION AND SCOPE OF BARGAINING UNIT	1
SECTION 2. UNION MEMBERSHIP AND CHECKOFF	2
SECTION 3. LABOR-MANAGEMENT CONSULTATION	3
SECTION 4. WORK JURISDICTION AND RESPONSIBILITIES	4
SECTION 5. HIRING	5
SECTION 6. EMPLOYER-UNION RELATIONS and WORK RULES	6
SECTION 7. INTERRUPTIONS OF WORK.....	6
SECTION 8. TERMINATION	7
SECTION 9. WAGES.....	7
SECTION 10. SCHEDULING.....	10
SECTION 11. DISCIPLINE.....	13
SECTION 12. SETTLEMENT OF CONTRACT DISPUTES PROCEDURE.....	13
SECTION 13. RETIREMENT SYSTEM.....	16
SECTION 14 . STRAIGHT SHIFT AND FRACTIONS.....	16
SECTION 15. ADMISSION TO PREMISES	17
SECTION 16. SAVINGS CLAUSE.....	18
SECTION 17. FUNDING.....	18
SECTION 18. WAIVER AND SEPARABILITY	18
SECTION 19. SUBCONTRACTING	18
SECTION 20. PROBATIONARY PERIOD	19
SECTION 21. LEAVES OF ABSENCE	19
SECTION 22. DRUG AND ALCOHOL POLICY	21
SECTION 23. TERM AND CLOSURE	23
EXHIBIT "A"	24

AGREEMENT

Between
Metropolitan Exposition-Recreation Commission
and
IATSE Local B-20

PREAMBLE

THIS AGREEMENT, made by and between the METROPOLITAN EXPOSITION-RECREATION COMMISSION, managers and operators of the, Oregon Convention Center and the Portland Center for the Performing Arts buildings, Portland, Oregon, hereafter the "Employer," METRO and THEATRICAL EMPLOYEES UNION LOCAL B-20, INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, hereafter the "Union."

SECTION 1. RECOGNITION AND SCOPE OF BARGAINING UNIT

- 1.1 The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative, and this agreement shall apply with respect to employees in the following collective bargaining unit at the Oregon Convention Center, and the Portland Center for the Performing Arts buildings.
 - (a) All admissions control employees including ticket sellers, gate attendants, admissions leads, checkroom attendants, ushers ~~and~~ elevator operators, and stage door attendants having more than forty (40) shifts excluding office and clerical employees, building maintenance employees, guards, supervisors and other professional trade employees.
 - (b) For Antoinette Hatfield Hall, the bargaining unit covers the Newmark Theatre seating areas and box office. This Agreement shall specifically exclude all other working areas and public lobbies of the Antoinette Hatfield Hall, including but not limited to the Winningstad Theatre, Brunish Hall, the Winningstad Theatre lobbies, the public areas, elevators, the stagedoor area and Main Street.
- 1.2 Upon written request, within ten (10) calendar days following each calendar quarter, the Employer will furnish to the Union an alphabetical list with

addresses and hire date-of current employees under the conditions set forth in this Section 1 above.

SECTION 2. UNION MEMBERSHIP AND CHECKOFF

- 2.1 It is agreed that, as a condition of employment, each employee covered by this Agreement who is not now a member of the Union shall become a member of the Union within thirty days of date of hire and further, provided that any employee who has not become a member of the Union within the applicable time, shall thereupon be deemed a fair share payer who shall make semi-monthly payments-in-lieu-of-dues to the Union. Payments-in-lieu-of-dues shall be equivalent to regular monthly Union dues, initiation fees, and assessments. The Employer shall deduct payments-in-lieu-of-dues semi-monthly from the compensation of non-members.

Bargaining unit members who exercise their right of non-membership based on a bona fide religious tenet or teaching of a church or body of which the employee is a member shall pay an amount of money equivalent to regular Union dues and initiation fees and assessments, if any, to a non-religious charity mutually agreed on by the employee affected and the Union. The employee shall furnish written proof to the Employer and the Union that this has been done.

- 2.2 For any employee who so elects, the Employer agrees to honor the union checkoff system in whatever amount designated. The amount of the checkoff shall be set forth in writing to the employer and signed by an official of the Union.
- 2.3 The Employer agrees to deduct from each semi-monthly paycheck, one-half of the regular initiation fee, if any, and one-half of the regular monthly dues as specified by the Union for each employee who authorized it on authorization forms submitted by the Union. An employee shall have the right to rescind such dues or initiation fee authorization by providing the Employer written notice of such rescission at least five (5) calendar days before the first of any month. Employees who have neither signed such authorization nor provided proof to the Employer of religious non-association shall be considered a fair share payer and subject to the fair share provisions of the Agreement. The Employer shall continue to make payments of these initiation fees and dues to the Union on a monthly basis.

- 2.4 The Union agrees that its dues and initiation fees shall not be changed except in accordance with the express provisions of its International Constitution and/or Local Bylaws, and in such events, the financial secretary of the Union shall notify the Employer, in writing, of any changes in its regular dues and initiation fees.
- 2.5 It is expressly understood and agreed that upon receipt of proof, the Union will refund to the employer or to the employee involved any amounts erroneously withheld from the employee's compensation by the Employer and paid to the Union.
- 2.6 Upon request by the Union, the employer will make information and related material supplied by the Union concerning the Union and Union membership available to employees covered by this Agreement.
- 2.7 The Union shall indemnify and hold the Employer harmless against any and all claims, demands, causes, suits or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purpose of complying with any of the provision of this section.

SECTION 3. LABOR-MANAGEMENT CONSULTATION

- 3.1 The parties recognize that the delivery of professional services in the most efficient, productive and effective manner is of paramount importance and interest to the Employer and the Union. Maximum productivity, recruitment of new employees to meet target pool levels, and innovation are recognized to be a mutual obligation within their respective roles and responsibilities. The parties agree to establish a Joint Labor-Management Relations Committee to provide input and recommendations to management. Such committee shall be composed of equal numbers of Union and management representatives and shall meet at mutually convenient times to discuss means of increasing the effectiveness of admissions work, operational procedures, identifying cost-effective staffing measures and dealing with operational innovations.
- 3.2 Space shall be provided by the Employer for the temporary storage of personal valuables (purses, etc.) while employed on the premises. The Employer cannot guarantee the absolute safety of such items under temporary storage but will provide reasonable security measures and will offer the service as a convenience for the employees.

- 3.3 (a) Employees who are required to attend orientation or training classes shall be reimbursed by the Employer at the regular straight-time rate of pay for all hours while in attendance and such classes shall not be subject to minimum call-time provisions. Orientation and training classes shall be included within a work call whenever possible. If such classes are not included within a work call, the two (2) hour minimum shall be paid.
- (b) Except for ~~the Box Office~~ ticket sellers and stage door attendants, new hires (trainees) shall be scheduled in addition to required labor request, except in cases of unanticipated call needs. Written instructions shall be provided to the trainer and written information shall be provided to the trainee, to be signed by them at the end of the shift. This documentation will be presented to the House/Event Manager and shall be placed in the employee's official personnel file.
- 3.4 The Union will provide one (1) member to attend scheduled MERC Safety Committee meetings. A two (2) hour minimum shall be paid for attendance at these meetings.

SECTION 4. WORK JURISDICTION AND RESPONSIBILITIES

- 4.1 Both parties to this Agreement hereby recognize the jurisdictional working rights and responsibilities of the Union as being understood to mean the following:
- (a) There shall be one (1) work unit that covers the working jurisdiction and responsibilities of the Union and the admissions workers defined in Section 1.1(a). This work unit shall be known as the Admissions Unit.
- (b) The Newmark Theatre Admissions Unit personnel is ushers only and includes ticket-taking duties. The jurisdictional working rights and the responsibilities of the Union as described above refer to part-time work in the Newmark Theatre seating area and lobby not performed by other Portland Center for the Performing Arts employees or by volunteers or technical staff of performing arts organizations.
- (c) All Union admission workers shall be classified as part-time, temporary employees of the Employer.
- (d) The Employer shall determine the specific job assignments of all individuals. The Employer and the Union further recognize and agree

that all employees in the Admissions Unit may be assigned to work in all areas if qualified, may be required to rotate positions, and may be assigned to perform work as required or as needed without regard to job classification distinction.

- (e) The Employer, at its sole discretion, may offer employees represented by the Union under the Agreement work and responsibilities not within and/or specifically excluded from the overall work jurisdiction and responsibilities of the Union covered under this Agreement, and employees represented by the Union will not unreasonably decline such work and responsibilities. Neither the offer by the Employer to employees represented by 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 Union shall constitute a precedent and/or a past practice under this Agreement.
- (f) At the Oregon Convention Center, show managers may use their own employees for the admissions break person for any public shows with a daily attendance of 2500 or less.

4.2 Notwithstanding any other provision to the contrary, the Employer shall require that a minimum of two (2) admission workers be employed per level whenever the Newmark Theatre seating is being utilized for ticketed events.

SECTION 5. HIRING

- 5.1 The Employer shall be the sole judge in decisions concerning the employment of personnel. The Employer and the Union agree to continue their policies on non-discrimination and to provide equal employment opportunities without regard to race, color, religion, national origin, disability, sex, age, sexual orientation, gender identity, marital or familial status, political affiliation, or union activity, except where a bona fide occupational qualification exists.
- 5.2 Any complaint alleging unlawful discrimination/harassment based on race, color, religion, sex, age, national origin, disability, sexual orientation, gender identity, marital or familial status which is brought to the Union for processing, will be submitted directly to the MERC Human Resource Manager, or designee.

- 5.3 The Employer shall make a good faith effort to maintain a pool of ushers (exclusive of relief roster) which is and at least eighty (80) ushers. The Employer shall make a good faith effort to maintain a pool of gate attendants which is at least 42. This good faith effort is not subject to Section 12.

SECTION 6. EMPLOYER-UNION RELATIONS and WORK RULES

- 6.1 The parties jointly recognize the Employer's right and responsibility to manage the facilities covered by this Agreement in a manner which is as efficient as possible. The Employer's right to manage and operate these facilities as it may determine in performance of this responsibility, including by way of illustration but not as a limitation, scheduling, direction and assignment of the work force, hiring, layoff and termination, shall be modified or limited only as may be expressly modified or limited by a specific provision of this Agreement. The Employer shall have the right to make such rules and regulations as may be deemed necessary for the conduct and management of these facilities and events taking place therein, and the Union agrees that its members shall obey all rules and directions of any authorized representative of the Employer insofar as such do not conflict with a specific provision of this Agreement.
- 6.2 The parties recognize that the Metropolitan Exposition-Recreation Commission is directly responsible for carrying out the functions and services of its customers and the public. For this reason, it is generally recognized that the Employer retains broad authority to fulfill its responsibilities and may do so by implementing work rules, oral or written, which now exist or which may be implemented in the future. It is agreed, however, that no work rule will be adopted or implemented which is inconsistent with a specific provision of this Agreement.

All work rules which have been or shall be implemented will be reduced to writing and furnished to employees and the Union upon their adoption by the Employer. The Employer agrees to send a copy of any new or revised work rules not less than fifteen (15) calendar days before the effective date of such rule or revision. These changes will be posted, after the fifteen (15) calendar days, on a bulletin board at each venue.

SECTION 7. INTERRUPTIONS OF WORK

- 7.1 It is jointly recognized that the Union is a member of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the

United States and Canada, and nothing in this Agreement shall be construed to interfere with any obligation the Union may owe to such International Alliance by reason of a prior obligation, shall be in conflict with any applicable provision of state or federal law.

- 7.2 Neither the Union nor any of the employees covered by this Agreement will collectively, concertedly or individually induce, engage or participate directly or indirectly in any strike, picketing, slowdown, stoppage or other curtailment or interference with the employer's operations or interference with the flow of materials or persons in or out of places where the Employer is doing business. The Union agrees to exert every effort through its International or Local officers and representatives to end any unauthorized interruption of work. The parties agree that they will submit to arbitration all grievances and disputes (pursuant to Section 12) that may arise between them and that any misunderstandings regarding the meaning or intent of all or part of this Agreement, provided, however, that the Employer shall not be required to resort to the grievance and arbitration procedures prior to resorting to other remedies in the event of a violation of this Article by the Union or any of the employees covered by this Agreement.

SECTION 8. TERMINATION

Employees in the work classifications covered herein are not employed on a weekly basis, and no notice or salary in lieu thereof is necessary when the Employer has just cause to dispose of the services of any such employee.

SECTION 9. WAGES

- 9.1 The wages, hours and working conditions below shall govern during the term of this Agreement. Wage rates specified herein shall be minimum rates only, and nothing in this agreement shall limit payment to employees at a higher rate or on a weekly or monthly salary basis as long as they are equal to the minimum rates set forth herein.
- 9.2 Job descriptions in all classifications include such other duties as the Employer may assign within the classification and related functions within the bargaining unit covered by this Agreement. It is mutually understood and agreed that employees may be assigned to duties and functions covered by this Agreement, other than those normally performed in connection with their regularly assigned classification, whether during the period covered by the minimums prescribed

herein or thereafter. In the event the Employer temporarily assigns an employee to a job classification other than the employee's regular classification, that employee shall receive the rate applicable to such classification, so long as such classification requires a higher rate of pay than the employee's regular classification, and the employee works a minimum of two (2) hours in the higher-rated classification. In the event the employee works less than two (2) hours in the higher-rated classification, the employee shall be compensated at his or her regular rate of pay applicable to his or her regular classification. In the event the Employer assigns an employee to a classification which calls for a lower rate of compensation than the employee's regular classification, the employee shall be compensated at the rate of pay for his or her regular classification for the prescribed minimum or for all time worked over the minimum, as the case may be.

9.3 Schedule of Wages. Effective with the signing of this Agreement, wages will be increased 17 cents/hour. Effective July 1, 2011 wages will be increased 29 cents/hour and effective July 1, 2012 wages will be increased 36 cents/hour. See Exhibit A.

Employees whose wages were frozen at the amount set for the fiscal year 2008-2009 contract amounts when they performed work for non-profit groups including resident companies, will receive a rebate of those wages. This rebate only applies to hours worked between September 1, 2009 and June 30, 2010. It will be calculated as a gross amount and paid in a lump sum during the second pay period following the signing of this Agreement.

Stage Door Attendant Shift Differential

Effective July 1, 2012 Stage Door Attendants shall receive \$1.00 per hour of shift differential pay for all hours worked between 12:00 am and 6:00 am. Shift differential shall be paid in addition to applicable hourly rates but not included in the overtime or holiday rate calculation.

~~On July 1, 2007 wage rates shall be increased by two and one half percent (2.5%). On July 1, 2008 and July 1, 2009 wage rates shall be increased by the amount of the increase in the Consumer Price Index, Wage Earner All-city Average (CPI-W) in the twelve month period ending the previous April 30, provided that the increase shall not be less than two percent (2%) nor more than three percent (3%). See EXHIBIT A.~~

- 9.4 The time of all employees covered by this Agreement shall start at the time they are required to report for work, in uniform in the case of ticket sellers, ticket takers, gate attendants, checkroom attendants, elevator operators and ushers, and shall stop at the completion of their scheduled shift or their work should such work extend beyond the scheduled end of the event.
- 9.5 Notwithstanding any provision of this Agreement to the contrary, employees undergoing required training will not be entitled to a four (4) hour minimum. Employees undergoing required training will be guaranteed a minimum of two (2) hours for each training session and training that includes training on briefing, ingress, intermission and egress. Employees will be paid "straight time" for all time worked after the two hour minimum.
- 9.6 (a) An employee who receives an overpayment of wages shall report such overpayment to the PCPA Event Services Manager, Assistant Executive Director, or Admissions Staffing Manager immediately. The Employer shall be authorized to recoup such overpayment through automatic payroll deduction from the employee's next paycheck(s). Failure of an employee to report any overpayment may result in disciplinary action.
- (b) If an employee believes that his/her paycheck amount contains an error, and this is confirmed by the Payroll Department, the employee will be issued a corrected check within twenty-four (24) hours from the time the Payroll Department is notified of such error.
- 9.7 When employees are engaged for any work on a holiday, the employee shall be compensated at one and one-half (1-1/2) times the regular straight time hourly rate. Holidays for the 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), Easter Sunday, Memorial Day (last Monday in May), Independence Day (July 4), Labor Day (first Monday in September), Veteran's Day (November 11) and Thanksgiving Day (fourth Thursday in November), ~~and Christmas Day (December 25)~~.
- 9.8 All covered employees shall be compensated at the straight time rate for all authorized work performed in excess of eight (8) hours in a day. All covered employees shall be compensated at the rate of time and one half for all authorized work performed in excess of forty (40) hours in any work week.

SECTION 10. SCHEDULING

- 10.1 Because of the nature of the Employer's operation, it is recognized that employee scheduling requirements and assignments must be determined by the Employer based upon the nature of each event and related considerations. The Employer and the Union jointly recognize the critical nature of employee promptness and compliance with scheduling in crowd control. Failure to follow scheduling provisions, report as scheduled, and repeated tardiness place a great burden on both the Employer and fellow employees and will be cause for discharged discipline up to and including termination. An employee, within a fiscal year, who is "no call, no show" on one occasion will be disciplined up to and including a verbal warning, on two occasions will be disciplined up to and including suspension and on three occasions will be disciplined up to and including termination.
- 10.2 MERC acknowledges that its employees have a legitimate need to meet the needs of their regularly scheduled full or part time job, or, if college students, to attend their regularly scheduled classes. Employees will therefore not be scheduled during their regularly scheduled work or classes.

Those employees with regularly scheduled jobs shall inform the PCPA Event Services Department, in writing, of their work schedules (days of week and shift hours). College students shall provide the PCPA Event Services Dept., in writing, with their class schedule (semester or quarter as applicable).

Employees will be expected to make themselves available for scheduling on those days/hours which do not conflict with their regularly scheduled jobs/classes. The term "availability" means that staff must be available for a minimum of one listed call-time on days when events are scheduled, unless those call times conflict with primary employment or school schedule. MERC requires employees who hold other non-regularly scheduled jobs to make themselves available to be scheduled for work at MERC before working for another non-regularly scheduled employer.

- 10.3 Once having indicated availability and having been scheduled, an employee's schedule may be changed only with Employer consent for good cause. Any unauthorized changed to an employee's schedule will result in disciplinary action. In an emergency, the Employer reserves the right to assign employees to a particular event on an as-needed basis.

10.4 ~~The Availability Roster shall be posted at the Antoinette Hatfield Hall. From the 1st through the 10th of each month, Employee will use a format and system provided by the Employer to indicate their availability for the month following. Employees shall indicate their availability by the 10th of each month, for each calendar day, by entering the earliest starting time and the latest ending time they are available, or indicate "All Day." They will also indicate if they wish to work more than one shift. For each calendar day the Employee is not available to work, they will indicate "Not Available". and an "X" on those days when they cannot work. Except on "Peak Days" as described in Section 10.5 below, Employees shall indicate with a "Pass" (pass) the days they are willing and available to work but choose to pass the shift down the seniority list.~~

Consistent with the requirements of each event, PCPA Event Services personnel shall begin staffing each day's events by beginning at the top of the Seniority List, and rotate through the list until all shifts are staffed. Employees shall be assigned shifts, in descending order, and in accordance with their experience, until, 1) all shifts are filled, or, 2) all personnel who have declared themselves available are assigned, ~~and all relief roster employees have been assigned (within the limits of Article 10.6).~~ If it becomes necessary to schedule over an employee's "Pass", the Employer will assign shifts beginning from the bottom of the seniority list, in ascending order. Employees who are scheduled over their ~~"X"~~ "Not Available" indication ("forced call") will receive a ten percent (10%) pay premium for those shifts. If additional personnel are still required, the Employer shall fill the call with other labor sources. Each employee shall be given the opportunity to work one shift per pay period regardless of their seniority unless there are not enough total shifts for the total pool to work.

October through April each Lead will be assigned at least one shift in each venue per month if shifts are available.

10.5 For purposes of this Agreement, "peak day" for Ushers, Gates, Checkroom Attendants and Leads shall be defined as a day in which three (3) or more events are scheduled. Peak days for Elevator Operators shall be defined as a day in which two (2) or more events are scheduled. For Ushers, Gates, Leads, Checkroom Attendants and Elevator Operators "Peak month" shall be defined as a month which has ten (10) or more peak days. ~~Employees shall not use a "P" on a peak day.~~

In each month, employees ~~on the regular availability roster~~ shall be available for all peak days as well as 50% of the regular days when events are scheduled, up

to a maximum of 22 days per month. These percentages shall not compound. The Employees who are on approved leave during any month must make themselves available for work in accordance with the requirements of this paragraph (on a proportional basis) for any days on which they are not on leave.

The Employer shall state the number of ushers ~~and gates on the Regular Availability Roster~~ as of the date of posting for each peak month. If the target pool of ushers is below seventy-two (72), or below thirty-two (32) for gate attendants, for a peak month thereafter, Ushers and Gates shall have one less day of required non-peak day availability in that month.

10.6 All employees shall be required to attend "All Staff" meetings unless they have made prior arrangements to be excused. Employees shall be notified of the date, time and place for All Staff meetings at least two weeks in advance. The Employer shall compensate employees at least two hours, or actual meeting time, whichever is greater. If an employee is unable to attend an All Staff meeting and fails to call it will be considered a "no call no show."

10.7 Those employees who do not meet the minimum availability for three (3) months per fiscal year shall lose their seniority and their names ~~will be dropped to the bottom of the seniority roster, removed from the staffing roster. If the employee has completed one year of employment he/she may elect to be placed on a Relief Roster. Relief employees shall be assigned up to five (5) shifts each month to be scheduled at the discretion of management and may also be used as employee initiated replacements, but the amount of work made available to reserve roster employees may not be grieved. Relief list employees who, for two months, fail to work a minimum of five (5) shifts in months when the usher roster is at target, or a minimum of two (2) shifts in months when the usher roster is not at target, shall be dropped from the relief list.~~

At any time, an employee may elect to relinquish their seniority by notifying their supervisor in writing. The employee will then be dropped to the bottom of the seniority roster. This decision may not be revoked and in the future their seniority will accrue in the same manner as new hires.

10.8 When scheduled in accordance with their availability employees shall be allowed to schedule a replacement (another MERC employee in the same job class) for an assigned shift up to 12 times per fiscal year. In order to assure proper crew mix this action must be approved by management. Such replacements must be confirmed with the PCPA Event Services Department after requested by the

employee by telephone a minimum of twenty-four (24) hours in advance of the shift and must be confirmed by telephone a minimum of twenty-four (24) hours in advance by the replacement. Should the fill-in employee fail to report as authorized, both the assigned employee and the fill-in employee will be subject to discipline. In the event of multiple venue calls, the employer will make every reasonable attempt to fill the calls with available bargaining unit employees, however, where there is not a sufficient number of bargaining unit employees available for call, the Employer shall fill the call with other labor sources.

Employee schedules shall be available on or about the 25th of each month. Once scheduled, employees are expected to honor their assigned shifts.

- 10.9 In the event an event is canceled due to weather or other conditions beyond the Employer's control, employees who report for work will be compensated on the basis of a two (2) hour minimum call, provided, however, that if employees report for work and work one (1) hour or more before cancellation, a minimum call will be applicable, any provision in the Agreement to the contrary notwithstanding.
- 10.10 In the event of a small crowd the Employer asks for volunteers to leave early from work, the Employer will still compensate any employee the minimum call if the employee has worked at least one hour as stated in Section 14. If they volunteer to leave within the first hour, they will be compensated on the basis of a two (2) hour minimum call. The Employer will not discriminate against any employee who does not want to leave early voluntarily.

SECTION 11. DISCIPLINE

No non-probationary employee shall be disciplined without just cause.

SECTION 12. SETTLEMENT OF CONTRACT DISPUTES PROCEDURE

- 12.1 A grievance is defined as a dispute by the Union or a covered employee concerning the application or interruption of a specific provision of this Agreement. Grievances may be initiated in the following manner:

Step 1. The employee or Union representative shall present the grievance, in writing, to the unit manager within seven (7) calendar days of its occurrence or the date the employee or union knew or should have known of the grievance, whichever is later. The grievance shall include:

- (a) the name of the grievant(s),
- (b) the fact statement of the grievance,
- (c) the sections of the contract violated,
- (d) the resolution requested.

The unit manager and employee shall then attempt to adjust the matter within seven (7) calendar days from the date the grievance is received. The unit manager will respond in writing within seven (7) calendar days.

Step 2. If a grievance has not been settled between the affected employee and his or her unit manager, the grievance shall be submitted in writing to the facility director, by the union representative within ten (10) calendar days. The facility director shall respond in writing to the Union representative within ten (10) calendar days after receipt thereof.

Step 3. If the grievance is not resolved, the union or the affected employee may submit the grievance to the General Manager within ten (10) calendar days from the date of receipt of the facility director's written response. The General Manager shall respond in writing within ten (10) calendar days from receipt of the grievance.

Step 4. Should the parties fail to settle a matter of suspension or termination with the General Manager within seven (7) days from the date of submission to him or her, it may be referred in writing within seven (7) calendar days thereafter to a Board of Adjustment upon mutual agreement of the parties. The Board of Adjustment shall consist of two (2) members designated by General Manager and two (2) members designated by the Union. Members of the Board of Adjustment designated by the General Manager and the Union shall not be from any of the facilities under the jurisdiction of this Agreement or any IATSE local union. The Board of Adjustment shall convene within ten (10) calendar days following referral of the grievance to hear evidence submitted by the Union, the grievant, the facility involved, or the General Manager. The Board of Adjustment shall decide the issue by majority vote of its members within five (5) calendar days following the hearing. A majority decision of the Board of Adjustment shall be final and binding on all parties. In the event of a split decision, the grievance shall be considered unsettled.

Step 5. If the grievance is still unsettled, the Union shall, within ten (10) calendar days of receipt of the decision of the General Manager have the right to have the matter submitted to final and binding arbitration by submitting a written notice to the MERC Human Resources Manager or designee with a copy to the Employer. MERC and the Union shall first attempt to select an arbitrator who is mutually acceptable. If within ten (10) calendar days from the request for arbitration MERC and the Union are unable to agree upon an arbitrator, the Employment Relations Board shall be requested to submit a list of seven (7) names. Both MERC and the Union shall have the right to strike three (3) names from the list. The Union shall strike the first name and MERC shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator. The designated arbitrator shall set a time and place for hearing which is agreeable to both parties. Expenses for the arbitration shall be borne equally by both parties, however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies.

- 12.2 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.
- 12.3 The arbitrator shall have no authority to amend, nullify, modify, ignore, add to or otherwise alter 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 award of the arbitrator shall be final and binding on the Employer, the Union and all employees involved.
- 12.4 The time limits of this grievance and arbitration procedure shall be strictly adhered to. The Employer shall have the right to refuse to process or arbitrate a grievance which is not raised or processed within the above-described time limits. 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 the next step of the grievance procedure shall be available.
- 12.5 A probationary employee suspended or terminated during his or her probationary period shall not be entitled to invoke the arbitration procedure of this article to contest such suspension or termination.

- 12.6 The time limits of this grievance and arbitration procedure may be extended or waived by mutual agreement, in writing, between the parties.
- 12.7 An employee's election of any administrative or judicial proceeding involving any matter which is or might be alleged as a grievance under this Article shall relieve the Employer of any obligation to arbitrate such grievance. In such event, for purposes of the grievance procedure, the Employer's last response at Step 3 shall be final and binding on all parties.

SECTION 13. RETIREMENT SYSTEM

MERC presently participates in the Public Employees Retirement System ("PERS") and agrees to maintain such participation for the term of this Agreement, subject to applicable law. MERC will provide all new employees with information regarding PERS. If the Commission determines to make health and dental insurance benefits available to part-time employees of the Commission, either party may reopen this Section (13) of the agreement within thirty (30) calendar days of the determination by the Commission.

SECTION 14. STRAIGHT SHIFT AND FRACTIONS

A straight shift shall apply to all four (4) hour minimum calls in all work classifications except that the minimum call for the Newmark Theatre, the Antoinette Hatfield Hall Box Office and the resident company youth concerts or children's theatre productions shall be three (3) hours. All work in excess of the minimum call shall be paid for at the straight time rate.

- (a) For purposes of computing time, any time worked beyond the minimum call will be computed and paid in fifteen (15) minute increments.
- (b) For purposes of computing total time worked at the Newmark Theatre, employee time will be computed from the call time until dismissed by the Employer. No employee will be released from a rehearsal or performance work call prior to completing three (3) hours work, unless the performance or rehearsal has ended.
- (c) Special conditions shall apply to youth concerts or children's theatre productions or at PCPA. In the event two performances of a student youth performance or children's theatre production (field trips) are presented "back-to-

back," employees shall be compensated with one 3-hour minimum call pay plus any additional hours or incremental portions thereof. For single public weekend youth concerts or children's theatre productions, employees shall be compensated with one 3-hour minimum call pay plus any additional hours or incremental portions thereof. In the event two performances of a public weekend youth performance or children's theatre production are presented "back-to-back," employees shall be compensated with one 3-hr minimum call pay plus any additional hours or incremental portions thereof. For all other "back to back" performances with separate audiences, employees shall be fully compensated on the basis of separate 4-hour minimum calls as described above.

Business meetings with one "audience" will have a four (4) hour minimum. Back-to-back business meetings with two (2) "audiences" shall be compensated with a six (6) hour minimum plus any additional hours or incremental portions thereof.

"Back to back" performances are defined as one-call time for two shows.

(d) 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 or Agreement, except as identified in 14(c) above.

(e) No employee covered by this Agreement shall volunteer his or her services without prior, mutual, written consent of the Employer and the Union. The services volunteered must be significantly different than those normally performed in the course of his/her paid job.

SECTION 15. ADMISSION TO PREMISES

- 15.1 Any officer or other duly authorized representative of the Union shall be admitted to the premises of the Employer during normal working hours for the purpose of checking the performance of this Agreement by the Employer. Any person so admitted shall comply with all the rules and regulations of the Employer while on its premises.
- 15.2 Any officer or duly authorized representative of the Union visiting the Employer's facilities shall not interfere with the regular work assignments of employees on duty at the time of such visit. Failure to comply with this provision by the Union or its authorized representatives may result in suspension of this provision for the remainder of the Agreement.

SECTION 16. SAVINGS CLAUSE

Should any article, section or portion thereof of this Agreement be declared invalid or held unlawful by any legislative act or by any court of competent jurisdiction, such legislation or decision of the court shall apply only to the specific article, section or portion thereof, directly specified therein. In such event, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof.

SECTION 17. FUNDING

The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. All such wages and benefits are therefore contingent upon sources of revenue appropriated pursuant to established budgetary procedures. The Employer has no intention of cutting the wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The Employer agrees to include in its annual budget amounts reasonably sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the availability of revenue in connection therewith.

SECTION 18. WAIVER AND SEPARABILITY

It is agreed between the parties that either party shall have the right upon a showing by the other of emergency or special need satisfactory to the party to whom the showing is being made, to grant a written waiver or compromise of any of the terms and conditions of this collective bargaining Agreement for such special situation or emergency. It is further agreed that the waiver of any provision of this Agreement by either party shall not constitute a precedent for any further waiver of such provisions.

SECTION 19. SUBCONTRACTING

It is agreed that nothing in this Agreement will be construed in any way to limit the Employer's right to discontinue any portion of its operations covered by this Agreement, to contract or to subcontract all or any portion of any such operation or to make and implement any other decision relating to its operations, provided, however, that the Employer provides the Union with no less than ninety (90) calendar days' advance notice of such contemplated change and provides the Union with an opportunity to discuss such proposed change and the effect such change will have on

unit employees during the ninety (90) calendar day advance notice period (or any mutually agreeable extension of such advance notice period).

Any employee covered by this Agreement who is displaced as a result of a subcontract during the term of this Agreement shall be placed on a preferential hiring list and will be offered the first available opening in any of the remaining classifications of this Agreement in which the displaced employee is qualified to perform.

SECTION 20. PROBATIONARY PERIOD

- 20.1 The probationary period is an integral part of the employee selection process and provides the Employer with an opportunity to upgrade and to improve the Employer's operations by observing a new employee's work, training new employees and assisting new employees in adjusting to their positions and by providing an opportunity to reject any employee whose work performance fails to meet the required work standards.
- 20.2 All new employees shall have a probationary period of forty (40) shifts. This probationary period may be extended for up to an additional forty (40) shifts of work upon mutual agreement between the employee, Union and Employer.
- 20.3 During the probationary period, an employee's employment may be terminated at any time and for any reason in the sole discretion of the Employer. Termination of the employment of a probationary period shall not be subject to the arbitration procedures provided in Article 12 of this Agreement provided, however, that the employee may process his or her claims up through the second step of such grievance procedure with the Employer's response at the second step being considered final and binding upon the employee, the Employer and the Union.

SECTION 21. LEAVES OF ABSENCE

- 21.1 Employees covered by this contract shall be eligible for pre-approved, unpaid leave(s) of absence ("LOA") for up to thirty (30) calendar days per fiscal year, which must be requested with a minimum of five (5) days except as provided in Section 21.2. The LOA must be requested at least by the 10th of the month prior to the LOA. A longer leave without pay may be granted ~~for good purpose~~ at the sole discretion of the ~~General Manager~~ Facility Director not to exceed 90 days. Leaves of absence without pay for periods in excess of ninety (90) days, but not to exceed six (6) months, must be approved by the General Manager. Among the

factors which determine whether ~~any unpaid leave of absence~~ ~~personal leave~~ will be allowed are:

- ~~needs of the event including but not limited to Peak Day designation as defined in Section 10.5;~~
- the reason for the request;
- the length of service;
- the employee's prior performance, disciplinary and attendance records;
- any previous leaves of absence (and the length/purpose of such leaves); a sincere (and written) commitment to return to work immediately following expiration of the leave;
- ~~and the effect of the employee's absence on the Employer's efficiency and operations.~~

A personal leave which has been granted for less than the maximum allowable period may be extended to the maximum, provided that the extension is requested prior to the expiration of the original leave and is deemed appropriate under the standards outlined above.

21.2 In each fiscal year an employee may designate an additional four annual leave of absence days on any calendar day as Personal Leave which may be taken in one to four day increments and are not subject to forced call, provided they are scheduled no later than the 10th of the previous month. These days are called "super X" days.

21.3 Military Leaves.

- (a) ~~Employees who are ordered to or volunteer for extended military training or active duty in the Armed Forces of the United States, the U.S. Coast Guard, the U.S. Public Health Service, or a National Guard component, may take a leave of absence for the length of the service. Military leaves for extended tours are without pay. Except as specifically required by applicable law, no benefits shall accrue during the period of the leave. An employee who does not request reinstatement according to the procedures and time limits specified by applicable law will be deemed a voluntary quit.~~

~~(b) Employees who are ordered to or volunteer to attend annual military training may take an unpaid leave of absence for the length of the training. An employee who does not immediately report for work after being released from such duty (excluding normal travel time) will be subject to discipline, including termination.~~

To the extent applicable, military leave shall be available to employees under the terms and conditions of federal and/or State law.

21.4 ~~The Employer agrees to comply with federal or state laws regarding leaves, e.g. Family Medical Leave, Parental Leave, and Pregnancy Leave, as specified in the MERC Personnel Policies. The Union shall be notified of leaves of absence granted by the Employer, within thirty (30) calendar days from the date of approval.~~

To the extent applicable, the Employer shall grant Family Leave to employees in accordance with the Federal Family and Medical Leave Act ("FMLA") and the Oregon Family Leave Act ("OFLA") and as designated in MERC's Personnel Policies. Employees shall be required to follow all notice and other requirements provided for by the law and in MERC's Personnel Policies.

Any subsequent changes in the FMLA, OFLA, or applicable FMLA, OFLA provisions of the MERC's Personnel Policies will be incorporated into this Agreement.

21.5 Union Business Leave

The Employer recognizes that from time to time employees may need an unpaid leave of absence to conduct Union business. Therefore two (2) employees may be granted up to two (2) weeks absence each in a calendar year. Requests for the leave of absence must follow the regular leave of absence approval process.

SECTION 22. DRUG AND ALCOHOL POLICY

22.1 The following policy will be adhered to by all full-time and part-time employees:

(a) Possessing, using, transferring, offering or being under the influence of any intoxicating liquor while on MERC property, MERC time or in other circumstances which might directly and adversely affect MERC operations or safety, including consuming alcohol immediately prior to reporting to

work or during breaks or lunch periods will be cause for discipline, up to and including discharge.

- (b) Possessing, using, transferring, offering or being under the influence of any narcotic, hallucinatory, stimulant, sedative, narcotic or drug (except as authorized and prescribed by a physician) while on MERC property, MERC time or in other circumstances which might directly and adversely affect MERC operations or safety, including consuming such substances immediately prior to reporting to work or during breaks or lunch periods may be cause for discipline, up to and including discharge.

Exception: The use of medically prescribed or over-the-counter drugs during working hours is approved and an employee shall have no obligation to inform his or her supervisor of such usage unless the prescribed or over-the-counter drug contains a warning notice of possible impairment which may prevent an employee from performing his or her job safely and adequately; for example, operating mechanical equipment. An employee must inform his or her supervisor that he/she is taking prescribed or over-the-counter drugs which contain a warning of possible impairment prior to beginning work each day he or she uses the medication.

- (c) Where the MERC has reasonable cause to believe that an employee may have violated the prohibitions described above, he/she may be suspended immediately and/or be requested to submit to a drug and alcohol test.

22.2 When reasonable grounds exist to believe an employee is under the influence of alcohol or any drug or substance prohibited by this policy during working hours, or is otherwise in violation of this policy, the MERC will request permission to search that employee or any of his/her possessions. Such search may include the employee's locker, lunchbox, personal vehicle parked on MERC property, office, desk or any other MERC property. The Commission may also request an employee to submit to appropriate tests to confirm the existence of alcohol or prohibited drugs or other substances in his/her system, including urinalysis where it has reasonable cause to believe the employee may be under the influence or affected in any way by such alcohol or prohibited substances.

In the event any portion of the above policy conflicts with federal or state law, that portion of the policy shall conform in all respects to federal and state law.

SECTION 23. TERM AND CLOSURE

- 23.1 This Agreement shall be effective upon ratification by both parties, and shall remain in full force and effect until June 30, 2010. This Agreement 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 terminate this Agreement for any reason. In the event that such notice is given, negotiations shall begin not later than thirty (30) days after such notice.
- 23.2 This Agreement results from full collective bargaining with respect to all subjects which were or might have been raised and closes all such subjects to further bargaining for the full term thereof.
- 23.3 This Agreement may be amended at any time by mutual agreement of the Union and the Employer, any such amendment must be in writing and signed by both parties.

EXHIBIT "A"

**METROPOLITAN EXPOSITION RECREATION COMMISSION
IATSE, LOCAL B-20 PAY SCHEDULE**

Pay Range	Job Code	Classification	Hourly Rate
865	8270	Checkroom Attendant	11.68
865	8265	Elevator Operator	11.68
865	8080	Gate Attendant	11.68
865	8070	Usher	11.68
825	8255	Stagedoor Attendant	12.19
820	8075	Ticket Seller	12.86
815	8065	Show Seller *	14.68
855	8090	Admissions Lead	15.56
862	8262	Lead Stagedoor Attendant **	15.99

* Hired prior to 1987

** Entry level rate should it become vacant

Hourly rate of current Lead Stagedoor Attendant is \$18.24 (includes 17 cents increase)

Effective: upon ractification (increase 17 cents/hour)
Revised: 10/01/2010

M:\payplanfy10-11\merc.xls
by Lena L. Bannick

**METROPOLITAN EXPOSITION
RECREATION COMMISSION**

IATSE LOCAL B-20

President
Local B-20

Date: _____

IATSE B-20
Business Agent or Representative

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 10-26

Approving a contract with Secom International as the contractor for the purchase and installation of revenue computer software, hardware and related parking equipment

WHEREAS, the OCC parking garage requires upgraded computer software, hardware and related installation of parking equipment, and;

WHEREAS, upgrading the parking garage system will further automate the facility for better efficiencies, use and reduction of labor costs, and;

WHEREAS, Secom International provided the original computer software, hardware and parking equipment in 2003 and provides the maintenance for such equipment;

WHEREAS, the General Manager of Visitor Venues selected Secom International through direct vendor negotiations in light of the demands, circumstances and market realities associated with obtaining their goods and services pursuant to Section 6, Special Procurements of the MERC Contracting and Purchasing Rules.

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

1. Approves the contract between MERC and Secom International for the parking computer software and hardware upgrade and related equipment installation project.
2. Delegates the authority to the General Manager of Visitor Venues to execute the attached contract in substantially the form attached as Exhibit A on behalf of MERC.

Passed by the Commission November 3, 2010.

Approved as to form:

Daniel B. Cooper, Metro Attorney

_____ Chair

By: _____

Nathan A. Schwartz Sykes, Senior Attorney

_____ Secretary/Treasurer

Standard Public Contract

For Public Contracts Greater than \$50,000

CONTRACT NO. _____

PUBLIC CONTRACT

THIS Contract is entered into between Metropolitan Exposition-Recreation Commission ("MERC"), whose address is 777 NE Martin Luther King, Jr., Blvd., Portland, Oregon 97232-2742, and **Secom International** whose address is **9610 Bellanca Ave, Los Angeles, CA 90045 (CCB# 149959)**, hereinafter referred to as the "CONTRACTOR." Work is to be take place at the Oregon Convention Center, located at 777 NE MLK Jr Blvd, Portland, OR 97232.

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I TERM OF CONTRACT

The term of this Contract shall be for the period commencing **November 4, 2010** through and including **May 31, 2011**, with substantial completion by March 31, 2011, unless terminated as provided in this Contract.

ARTICLE II CONTRACT SUM AND TERMS OF PAYMENT

MERC shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. MERC shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work, in an amount not to exceed (written amount) **One Hundred Twelve Thousand, Six Hundred, Seventy Dollars and No /100 (\$ 112,670.00)**. Payment shall be on a unit price only for those goods or services received in a condition or manner acceptable to MERC. CONTRACTOR'S invoice shall include an itemized statement of items purchased or services provided, and shall be sent to MERC, Attention: Accounts Payable, 777 NE Martin Luther King, Jr. Blvd., Portland, Oregon 97232-2742. MERC will pay Contractor within 30 days of receipt of an approved invoice. As per Article VII of this document, Contractor's invoice must breakout and withhold retainage as obligated by Public Contracting Code, and Contractor submit certified payroll with their invoice as per Prevailing Wage Requirement Law. MERC will pay Contractor within 30 days of receipt of an approved invoice

ARTICLE III SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to MERC the goods described in the Scope of Work herin and as attached. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work. Contractor agrees to provide all labor, tools, equipment, machinery, supervision, transportation, permits and every other item and service necessary to perform the work described in the contract documents. Contractor agrees to comply with each and every term, condition and provision of the contract documents.

Contractor is to provide equipment and services to upgrade the Oregon Convention Center's Parking Management Control Systems as below and as detailed per Secom Proposals: "Oregon Convention Center – Parking Structure", dated October 15, 2010 (Attachment "A"), Oregon Convention Center – I-5 Parking Lot", dated August 20, 2010

(Attachment "B") and "Oregon Convention Center – Surface Lot", dated October 15 (Attachment "C"); and as per corresponding Plans: Secom Preliminary I-5 Lot – Layout, Layout Zoom, Electrical and Electrical Zoom, dated October 18, 2010 (Attachment "B-1") and Secom Preliminary Lloyd St – Layout and Electrical, dated October 13, 2010 (Attachment "C-1"). Contractor is to provide all necessary labor and materials to complete project per all attachments referenced above.

Project work is in three areas of the Oregon Convention Center parking lots. Parking lots are referred to as follows:

- (A) **OCC Parking Structure:** Located at the Southwest corner of the facility, with entrances on 1st street and Lloyd Ave
 - (B) **I-5 Parking Lot:** Located adjacent to the main OCC loading dock across 1st street
 - (C) **OCC Surface Lot:** Located south of the building on the opposite side of Lloyd Ave than the building.
- The OCC Parking Structure (A) work includes: Replacement/modification of existing equipment in two locations of the structure, one entrance is at Lloyd Ave, the other is at 1st street. Work is to provide and install all items listed in Attachment "A".
 - The I-5 Parking Lot (B) work includes: Supply and installation of all items listed in Attachment "B". Items are to be installed in location per plans included as Attachment "B-1".
 - The OCC Surface Lot (C) work includes: Supply and installation of all items listed in Attachment "C". Items are to be installed at locations per plans included as Attachment "C-1".

Plans have been provided for the OCC I-5 Parking Lot as (Attachment "B-1") and the OCC Surface Lot as (Attachment "C-1").

Work is to include, but not limited to:

- All necessary low/line voltage wiring
- Demolition of old equipment, upgrade of software
- Modification of existing equipment and installation of new equipment
- All necessary cutting and trenching of concrete and asphalt to complete project per plans and Contractor proposals referenced as attachments above

Clarifications:

- All work on this contract is subject to Prevailing Wage Rates

Additional Requirements:

CONTRACTOR must provide to MERC:

- **A written Workplace Safety Program and Drug Policy prior to start of Work.**
- **A copy of Contractor's Certificate of Insurance as specified in Article VI below**
- **A copy of current W-9**
- **A Labor & Materials Bond and Performance Bond**

The Contract Time shall commence upon issuance of the Notice to Proceed which is anticipated to be issued following execution of the contract. Contractor shall commence work under this Contract within no more than ten (10) calendar days after issuance of written Notice to Proceed. Contractor shall bring the Work to **substantial completion no later than March 31, 2011, or at such date as may be extended by Change Order approved by Contractor and Owner.** By executing

this Contract, Contractor confirms and accepts that the Contract Time so stated is a reasonable period for performance of all of the Work.

The end date of the Contract Term is intended to allow for finalization of all closeout requirements, receipt of warranties, manuals and final payment, but does not alter requirements for substantial completion of the work by the date specified.

Contractor agrees to comply with each and every term, condition and provision of the contract documents. Contractor agrees to provide all labor, tools, equipment, machinery, supervision, transportation, and every other item and service necessary to perform the work described in the contract documents.. Contractor may be subject to liquidated damages if work not in compliance with Request for Bids Documents as referenced above, and Contract Agreement. **All work on this contract is subject to Prevailing Wage Rates.**

A preliminary facility events schedule for the Oregon Convention Center will be provided to Contractor. This schedule indicates the dates and approximate shifts that are currently available and unavailable to the Contractor to perform the required work, depending on the location in the building of the scheduled event, the type of event and the Work being conducted simultaneously with the event. **Due to the likely possibility of additional "bookings" or cancellations of events in the building, this schedule may be modified, which may positively or negatively impact the work schedule. It is not anticipated however, that the net number of days available to the Contractor as indicated on the schedule included as part of these documents will be lessened. In the event of a schedule change, the Owner will notify the Contractor directly following the implementation of the change so that work plans may be modified accordingly.** Due to the nature of the Public Events Facility industry, it will be necessary for the Contractor to work closely with the Project Manager and applicable building staff to coordinate day-to-day logistical requirements for the benefit of the Contractor and to afford Owner Staff the necessary time to perform event or non-event related functions. Contractor shall be liable to incur liquidated damages if not substantially complete by contract terms. Liquidated damages shall be assessed at no less than One Hundred Dollars (\$100.00) per day

ARTICLE IV LIABILITY AND INDEMNITY

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

ARTICLE V TERMINATION

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

ARTICLE VI INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

- A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability shall be a minimum of \$1,000,000 per occurrence. The policy must be endorsed with contractual liability coverage. **MERC, Metro, and their elected and appointed officials, departments, employees and agents shall be named as an ADDITIONAL INSURED.**
- B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$1,000,000 per occurrence. **MERC, Metro and their elected and appointed officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED.** Notice of any material change or policy cancellation shall be provided to MERC thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide MERC with a certificate of insurance complying with this article and naming MERC and Metro as additional insureds within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

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

ARTICLE VII PUBLIC CONTRACTS

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

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

For this Public Works project subject to ORS 279C.800 to 279C.870, the contractor shall pay Prevailing Wage Rates as per the *Oregon Bureau of Labor and Industries (BOLI) "Prevailing Wage Rates for Public Contract Works Contracts in Oregon - Effective July 1, 2010"*, pursuant to the administrative rules established by the Commissioner of Labor and Industries. Contractor must provide a written schedule to employees showing the number of hours per day and days per week the employee may be required to work; and must pay daily, weekly, weekend and holiday overtime in accordance with, and as required by ORS 279C.520.

Contractors must promptly pay, as due, all persons supplying to such contractor labor or material used in this contract. If the contractor fails to pay for labor or services, the contracting agency can pay and withhold these amounts due the contractor. Additionally, if the contractor or first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus shall pay interest in accordance with ORS 279C.515. If the contractor or first-tier subcontractor fails, neglects, or refuses to make

payment, to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Contractor must promptly pay for any medical services they have agreed to pay in accordance with ORS 279C.530. Contractor must pay any and all contributions and amounts due to the Industrial Accident Fund from contractor or subcontractor and incurred in the performance of the contract.

Contractor is required to Submit Certified Payroll Reports each month to MERC as Contracting Public Agency to: Att: Bruce Burnett, 777 NE MLK Jr Blvd Portland, OR 97232; as well as to BOLI. In addition to any other retainage obligated by the Public Contracting Code, the Prevailing Wage Requirement Law requires public agencies to withhold 25 percent of any amount earned by the prime contractor if the prime contractor does not submit certified payroll reports. Once the certified payroll reports have been submitted, the public agency must pay the 25 percent withheld within 14 days. ORS 279C.845(7)

Contractor and every subcontractor must have a Public Works Bond filed with the Construction Contractors Board prior to starting work on the Contract, unless exempt, in accordance with ORS 279C.830(3). Contractors are required to pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

CONTRACTOR shall meet MERC Bonds and Bid Security requirements as follows:

1. Bid Security not exceeding 10 percent of the amount bid for the contract is required unless the contract is for \$50,000 or less.
2. For public improvements, a labor and material bond and a performance bond, both in the amount equal to 100 percent of the contract price are required for contracts over \$50,000.
3. Bid security, labor and material bond and performance bond may be required even though a contract is of a class not identified above, if the General Manager determines it is in the public interest.

CONTRACTOR shall meet the Metro "Good Faith Efforts" Requirement for Construction Projects as below:

For construction contracts of \$100,000 or more, the Commission adopts in principle, policy, and content, the "Good Faith Effort" program established by Metro Code§ 2.04.100 through 2.04.190 (Metro Minority Business Enterprise, Women Owned Business, and Emerging Small Business Program) as they apply to contracts of the Commission. This adoption includes any and all ordinances subsequently adopted by the Metro Council relating to Metro's Minority Business Enterprise, Women Owned Business and Emerging Small Business Program. The General Manager shall designate MERC staff to perform the functions of the Liaison Officer to carry out the MBE/WBE/ESB program as it relates to MERC contracting activities. Metro and MERC have a compelling government interest to ensure that their contracts provide fair and equal employment opportunities for minority, women, and emerging small businesses reflecting the diversity found in the Portland Metropolitan area. **Therefore, MERC aspires to utilize 15% (by dollar value) MBE/WBE/ESB subcontractor participation on this project.** Accordingly, the prime contractor is required to submit proof showing that Good Faith Effort has been made to contract with MBE/WBE/ESB subcontractors. **Additionally, MERC aspires to utilize 10% (by dollar value) of subcontractors within the First Opportunity Target Area (FOTA).** Contractor shall submit an MWESB/FOTA report along with certified payroll for compliance.

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

ARTICLE VIII

QUALITY OF GOODS AND SERVICES

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

ARTICLE IX OWNERSHIP OF DOCUMENTS

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

ARTICLE X SUBCONTRACTORS

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

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

ARTICLE XI RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XII SAFETY

If services of any nature are to be performed pursuant to this Contract, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits. Contractor shall supply a written safety program/policy that all employees must follow. Workplace safety MUST be in compliance with OSHA regulations at all times

ARTICLE XIII

INTEGRATION OF CONTRACT DOCUMENTS

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

ARTICLE XIV JURISDICTION

The Contract was entered into in the State of Oregon. This Contract will be interpreted, construed and enforced in accordance with the laws of the State of Oregon. Both parties agree that exclusive jurisdiction for any claim under this Contract will be in Multnomah County, Oregon.

ARTICLE XV SEVERABILITY

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

ARTICLE XVI BINDING ON ASSIGNS AND SUCCESSORS

This Contract is binding upon the parties hereto and upon the heirs, administrators, representatives, executors, successors, and assigns, and will inure to the benefit of said parties and each of them and to their heirs, administrators, representatives, executors, successors and assigns.

ARTICLE XIV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances related to the execution of the work. This requirement includes, but is not limited to, any requirements associated with grant funds used for this project, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVII COUNTERPARTS

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

ARTICLE XIX

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: Commission Jeff Blosser, Executive Director, Oregon Convention Center
Heather Peck, Division Manager, Construction/Capital Projects MERC
777 NE Martin Luther King Jr. Blvd.
Portland, Oregon 97232

To: Contractor Secom International
9610 Bellanca Ave
Los Angeles, CA 90045

ARTICLE XV
ASSIGNMENT

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

CONTRACTOR

**METROPOLITAN EXPOSITION-RECREATION
COMMISSION**

Signature: _____

Signature: _____

Printed Name _____

Printed Name Teri Dresler

Date: _____

Date: _____

Company: Secom International

Title: General Manager

Address: 9610 Bellanca Ave

Signature: _____

Los Angeles, CA 90045

Printed Name Jeff Blosser

Tax I.D. or SS#: _____

Date: _____

Telephone/Fax: 310-641-1290/310-216-6693

Title Executive Director – OCC

CCB #” 149959

Project Manager: Bruce Burnett

Telephone: 503-731-7874

Copy 1 - MERC Contracts

Copy 2 - Facility

Copy 3 - Contractor



Date: 15-Oct-10
System: Oregon Convention Center
Parking Structure
Contact: Bruce Burnett
e-mail: bruceburnett@oregoncc.org
Phone: 503.731.7871
Fax: 503.731.7884

Secom International
 9610 Bellanca Avenue
 Los Angeles, CA 90045

Phone: (310) 641-1290
 Fax: (310) 216-6693

Lic# 407365
Contact: Michael Shreve

Secom is confident that our proposed Parking System will meet your requirement for the Parking Structure. After reviewing this proposal please sign the attached acceptance form and fax back at your earliest convenience to 310.216.6693 to initiate an order.

<i>Quantity</i>	<i>Description</i>	<i>Unit</i>	<i>Extended</i>
1	PCI Compliance	\$ 10,000.00	\$10,000.00
1	Coupon Maker	\$ 7,500.00	\$7,500.00
6	New Credit Card Readers 2 Sides	\$ 350.00	\$2,100.00
4	3" x 6 " Displays	\$ 180.00	\$720.00
2	Machine Readable Ticket Acceptor w/ Prox Credit & Auto Dialer	\$ 10,675.00	\$21,350.00
1	Lot Conduit for Data Cabling / Power	\$ 200.00	\$200.00
Equipment & Software Sub-total			\$41,870.00
Installation / Labor			\$4,680.00
Total			<u>\$46,550.00</u>

Tax and Freight Not Included

APPROVED AND ACCEPTED:

Signature: _____

(Printed Name and Title)

Date: _____



Secom International
 9610 Bellanca Avenue
 Los Angeles, CA 90045

Phone: (310) 641-1290
 Fax: (310) 216-6693

Contact: Michael Shreve

Date: 20-Aug-10
System: Oregon Convention Center
 I-5 PARKING LOT
Contact: Bruce Burnett
E-mail: Bruceburnett@oregoncc.org
Phone: 503.731.7874
Fax: 503.731.7884

Secom is confident that our proposed Parking Revenue Control System will meet your requirements for the I-5 Parking Lot location. After reviewing this proposal please sign the attached acceptance form and fax back at your earliest convenience to 310.216.6693 to initiate an order.

<i>Quantity</i>	<i>Description</i>		
1	Machine Readable Ticket Dispenser w/ Prox	\$8,325.00	\$8,325.00
1	Ticket Reader w/ Post	\$2,500.00	\$2,500.00
1	Machine Readable Ticket Acceptor w/ Prox/ Credit Card & Auto Dialer	\$10,675.00	\$10,675.00
1	Se-Gate 01 Parking Gates	\$2,200.00	\$2,200.00
4	Vehicle Loops 2 Arming 2 Closing	\$300.00	\$1,200.00
3	Concrete Pads for New Equipment	\$300.00	\$900.00
2	Pro Post Bolt Down	\$195.00	\$390.00
1	Lot Conduit and Power/ Data Cabling	\$200.00	\$200.00
	Equipment Sub-Total		\$18,065.00
	Installation / Labor		\$4,680.00
	Total		<u>\$22,745.00</u>

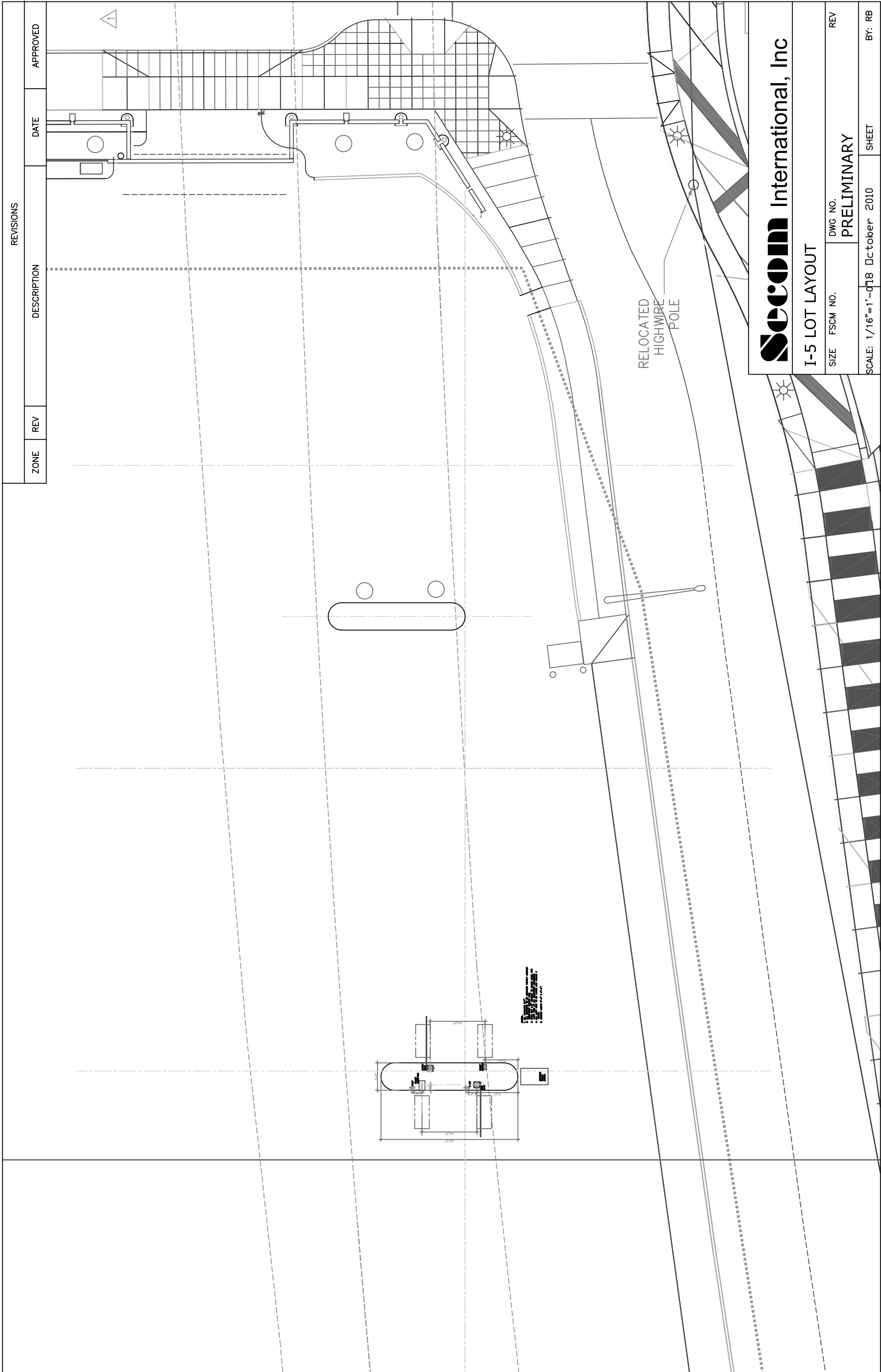
Tax and Freight Not Included

APPROVED AND ACCEPTED:

Signature: _____

(Printed Name and Title)

Date: _____



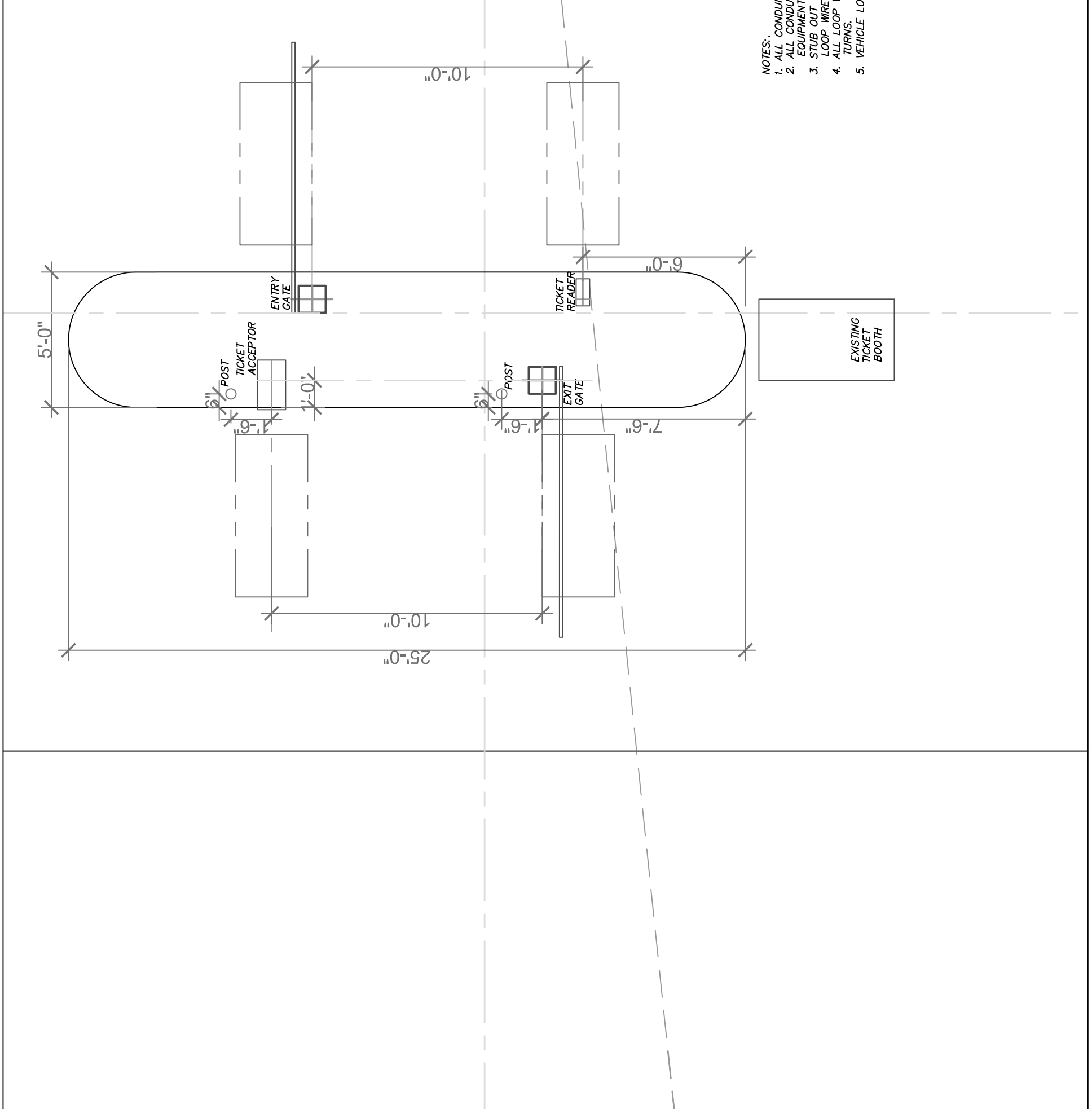
SCDM International, Inc

I-5 LOT LAYOUT

REV	DWG NO.	REV
PRELIMINARY		
SIZE	FSCM NO.	SCALE: 1/16"=1'-0"
		18 October 2010
		SHEET
		BY: RB

REVISIONS		DATE	APPROVED
ZONE	REV	DESCRIPTION	

REVISIONS			
ZONE	REV	DESCRIPTION	DATE

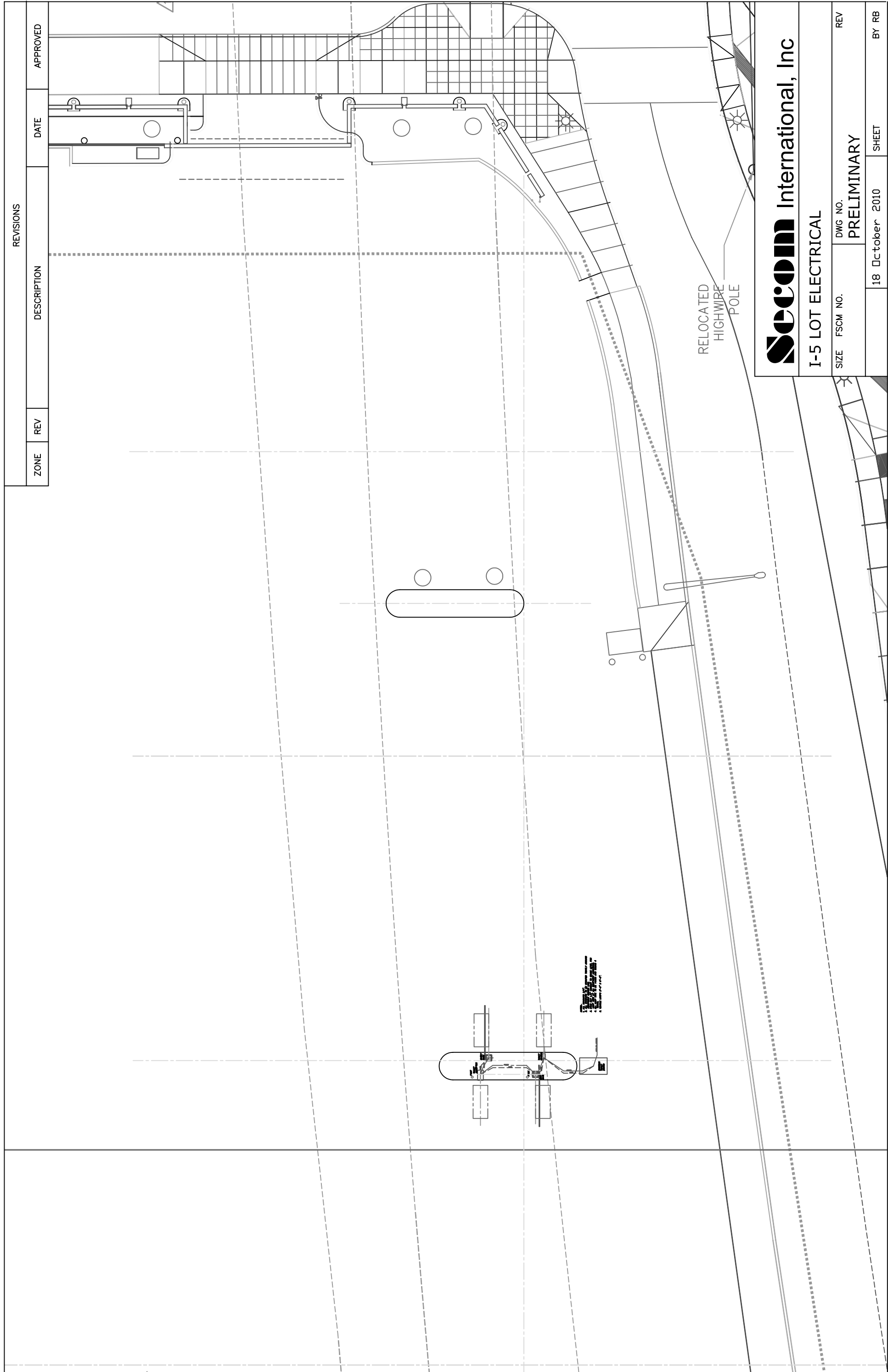


- NOTES:
1. ALL CONDUITS 3/4"
 2. ALL CONDUITS TO BE GROUPED TIGHTLY AROUND EQUIPMENT CENTER LINE.
 3. STUB OUT 1/2" CONDUIT TO GRADE LEVEL FOR LOOP WIRE AT ALL EQUIPMENT LOCATIONS.
 4. ALL LOOP WIRE TO BE 14AWG AND WOUND 4 TURNS.
 5. VEHICLE LOOPS 2'-6" X 6'-0".



I-5 LOT LAYOUT ZOOM

SIZE	FSCM NO.	DWG NO.	REV
			PRELIMINARY
SCALE: 1/4" = 1'-0"			18
October 2010			SHEET
			BY: RB



SCIM International, Inc

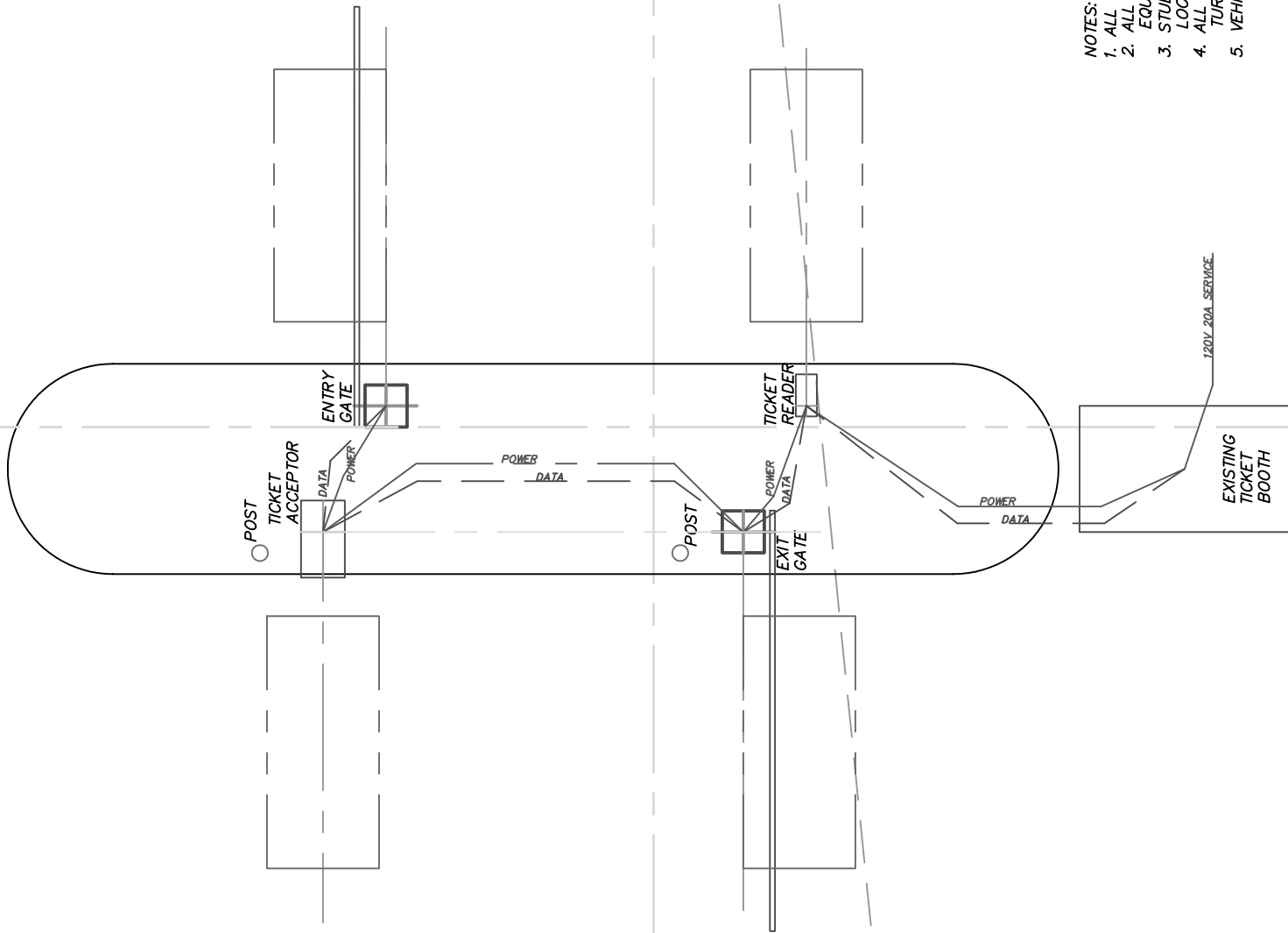
I-5 LOT ELECTRICAL

REV	DWG NO.	REV	BY RB
		PRELIMINARY	
SIZE	FSCM NO.	18	October 2010
			SHEET

REVISIONS		DATE	APPROVED
ZONE	REV	DESCRIPTION	

ATTACHMENT B-1

REVISIONS			
ZONE	REV	DESCRIPTION	DATE



- NOTES:
1. ALL CONDUITS 3/4"
 2. ALL CONDUITS TO BE GROUPED TIGHTLY AROUND EQUIPMENT CENTER LINE.
 3. STUB OUT 1/2" CONDUIT TO GRADE LEVEL FOR LOOP WIRE AT ALL EQUIPMENT LOCATIONS.
 4. ALL LOOP WIRE TO BE 14AWG AND WOUND 4 TURNS.
 5. VEHICLE LOOPS 2'-6" X 6'-0".



I-5 LOT ELECTRICAL ZOOM

SIZE	FSCM NO.	DWG NO.	REV
			PRELIMINARY
		18 October 2010	SHEET
			BY RB



Date: 15-Oct-10
System: Oregon Convention Center
Surface Lot
Contact: Bruce Burnett
e-mail: bruceburnett@oregoncc.org
Phone: 503.731.7871
Fax: 503.731.7884

Secom International
 9610 Bellanca Avenue
 Los Angeles, CA 90045

Phone: (310) 641-1290
 Fax: (310) 216-6693

Lic# 407365
Contact: Michael Shreve

Secom is confident that our proposed Parking System will meet your requirement for the Surface Lot. After reviewing this proposal please sign the attached acceptance form and fax back at your earliest convenience to 310.216.6693 to initiate an order.

<i>Quantity</i>	<i>Description</i>	<i>Unit</i>	<i>Extended</i>
1	Machine Readable Ticket Dispenser w/ Prox	\$ 7,500.00	\$7,500.00
1	Machine Readalbe Ticket Acceptor w/ Prox Credit & Auto Dialer	\$ 10,675.00	\$10,675.00
2	SeGate 01 Parking Gate w/ 10ft. Gate Arm	\$ 2,200.00	\$4,400.00
2	Concrete Island 2' x 14' x 6'	\$ 3,000.00	\$6,000.00
4	Vehicle Loops 2 Arming 2 Closing	\$ 300.00	\$1,200.00
7	Pro Post In Ground	\$ 195.00	\$1,365.00
3	Slip Pro Post	\$ 225.00	\$675.00
1	50ft. 3/8 Chain	\$ 160.00	\$160.00
1	Lot Asphalt Trenching	\$ 900.00	\$900.00
1	Lot Conduit for Data/ Power and all Wire	\$ 800.00	\$800.00
1	Load Debt at Ticket Acceptor	\$ 2,500.00	\$2,500.00
Equipment & Software Sub-total			\$36,175.00
Installation / Labor			\$7,200.00
Total			\$43,375.00

Tax and Freight Not Included

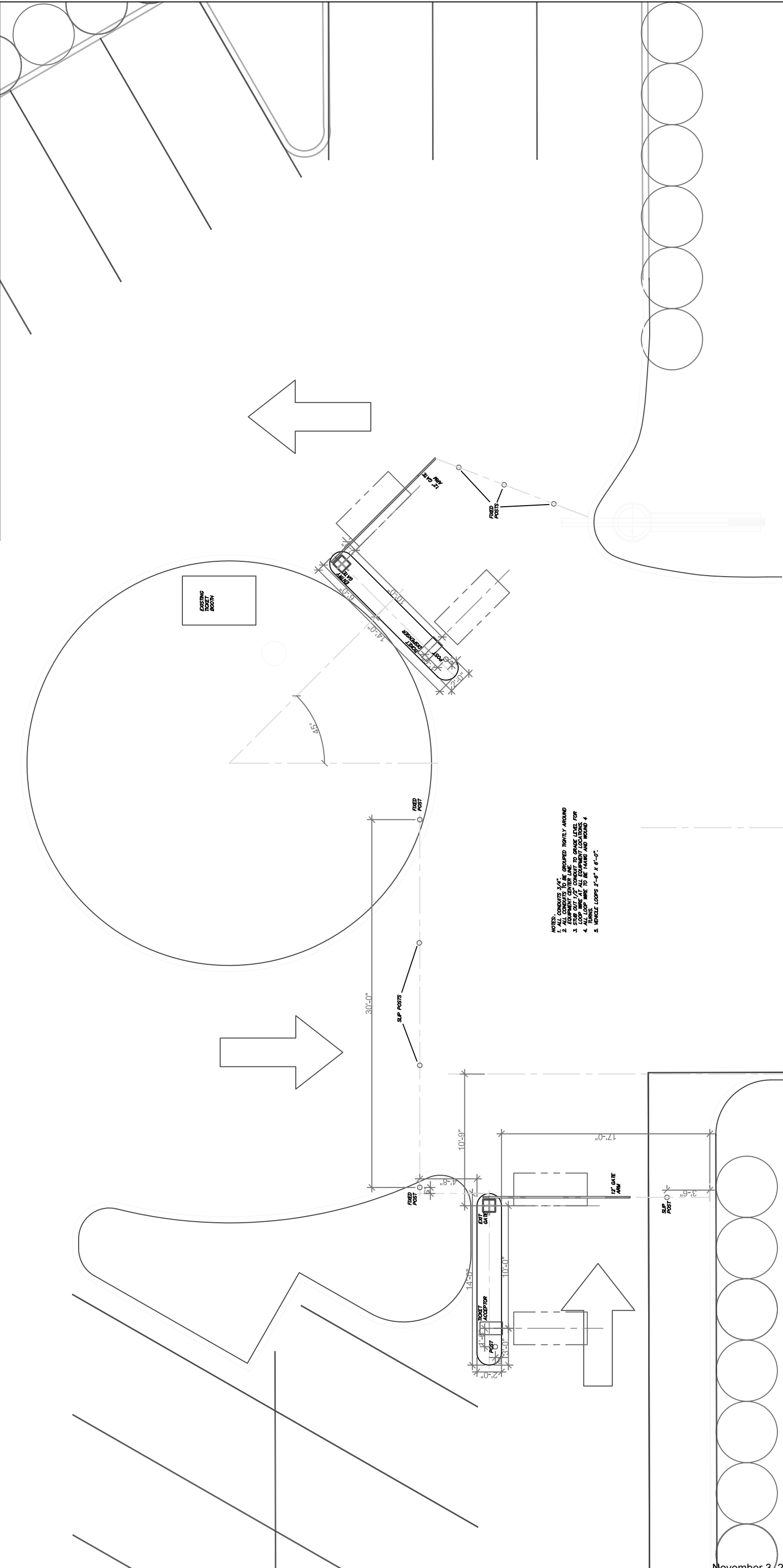
APPROVED AND ACCEPTED:

Signature: _____

(Printed Name and Title)

Date: _____

REVISIONS		DATE	APPROVED
ZONE	REV	DESCRIPTION	



- NOTES:
1. ALL CONDUITS 3/4"
 2. ALL CONDUITS TO BE GROUPED TOGETHER AROUND
 3. STRIP OUT 1/2" CONDUIT TO GRADE LEVEL FOR
 4. ALL CONDUITS AT ALL EQUIPMENT LOCATIONS
 5. ALL CONDUITS TO BE HUNG AND TIED TO
 6. VEHICLE LOOPS 2'-6" x 8'-0"

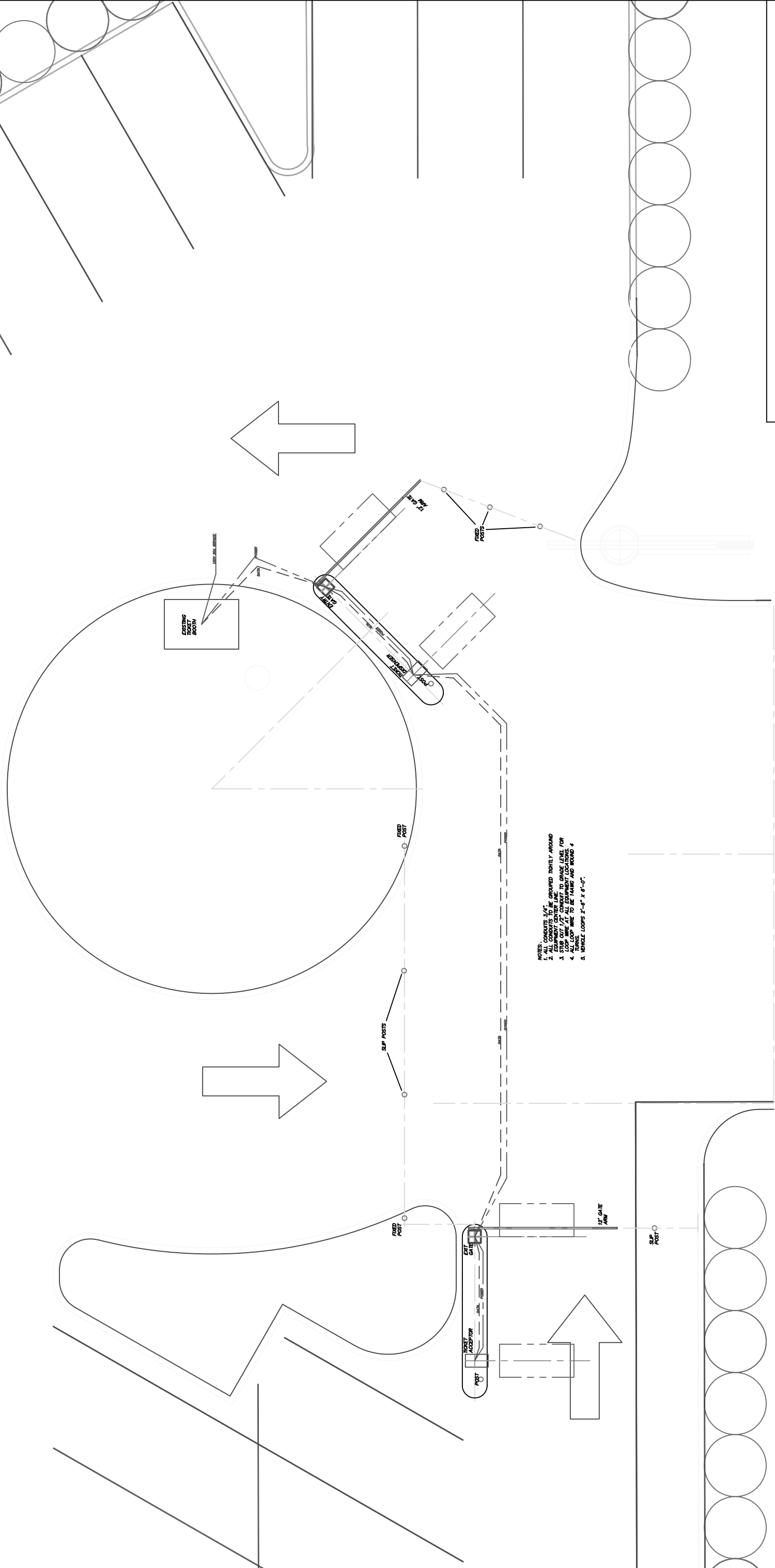
SCDM International, Inc

NE LLOYD ST LAYOUT

SIZE	FSCM NO.	DWG NO.	REV
			PRELIMINARY

SCALE: 1/8" = 1'-0" 13 October 2010 SHEET BY: RB

REVISIONS		DATE	APPROVED
ZONE	REV	DESCRIPTION	



NOTES:
 1. ALL CONDUITS 3/4"
 2. ALL CONDUITS TO BE GROUPED THOROUGHLY AROUND
 3. STRIP OUT 1/2" CONDUIT TO GRADE LEVEL FOR
 4. ALL LOOP WIRE TO BE 14AWG AND BUNDLED
 5. VEHICLE LOOPS 2'-6" x 6'-0"

Secom International, Inc
 NE LLOYD ST ELECTRICAL

SIZE	FSCM NO.	DWG NO.	REV
			PRELIMINARY

13 October 2010 SHEET BY RB

MERC Staff Report

Agenda Item/Issue: Approving the selection of Secom International to replace and upgrade OCC garage parking equipment, software and the installation of revenue control equipment at both surface parking lots.

Resolution No.: 10-26

Presented By: Jeff Blosser

Date: November 3, 2010

Background and Analysis: OCC's current parking control systems were installed in 2003 by Secom International as part of the expansion project. Installation of additional new equipment in the garage will allow for more unattended hours of operation as well as increase the efficiency of the system at all times. This will be achieved with better reporting of all parking lot revenues and usage; ease of access for attendees, exhibitors and part-time staff; easier use of parking passes and vouchers without having to staff certain lots or gates and reduce labor costs for the entire operation. Installation of revenue control equipment at both surface lots will provide full utilization of all parking space inventory on a daily basis. Labor costs will be decreased as these lots will become self-use locations and will provide a complete collection of all revenue owed through new control equipment, credit card payments, and the ability to take passes at all locations. These additions will provide a positive impact to clients in providing improved access, less time waiting in line, more options for show and client pass usage to all parking locations. Management of the parking operations will benefit through reduced operating labor costs, providing better audit controls, increased revenue generation, and better overall parking management controls.

OCC currently has Secom parking control equipment and software, which was procured through a competitive process in 2003. The new equipment for the parking improvement project must be compatible with our existing equipment and software to ensure proper operation with the current proprietary operating system used in the OCC garages. In addition to being the equipment manufacturer, Secom also provides for the onsite installation. This firm has unique experience and expertise with this specialized equipment.

Therefore, this project is deemed a special procurement in accordance with Section 6 of the MERC Contracting and Purchasing Rules. Based on the aforementioned circumstances and market realities, the General Manager of Visitor Venues recommends that this contract be awarded by direct negotiation with Secom with a contract in the amount of \$112, 670.00.

Fiscal Impact: The addition and development of these proposed changes will result in reduced operating labor expenses and will increase total parking revenue generated by approximately 10-15% per year. It is anticipated that overall costs associated with this project will be paid for within 3-5 years by a combination of the previously mentioned reduced labor expenses and increased revenue generated. OCC anticipates an increase of revenues of \$10,000-\$15,000 and a reduction in expenses of \$16,000-\$20,000 per year.

Attachments to Resolution and/or Staff Report:

Recommendation: Staff recommends that the Metropolitan Exposition-Recreation Commission adopt Resolution 10-26 to approve the selection of Secom International and the proposed service agreement for the purchase and installation of new and upgraded parking control equipment and software for the Oregon Convention Center.