

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 3


Authorizing the Secretary-Treasurer to execute an Intergovernmental Agreement with the Exposition-Recreation Commission (ERC), wherein the ERC staff will provide management and analytical services to assist MERC in establishing its five-year operating plan, for the period of January 26, 1988, through June 30, 1988.

The Metropolitan Exposition-Recreation Commission finds:

1. That Ordinance No. 87-225 of the Council of the Metropolitan Service District requires submission of a five-year operating plan in June of 1988.
2. That use of the qualified management at the Portland Exposition-Recreation Commission in developing the five-year operating plan is desired.
3. That the agreement is for management and analytical services to assist MERC in establishing its five-year operating plan, for the period of January 26, 1988, through June 30, 1988.
4. That on January 26, 1988, MERC adopted Resolution No. 2 establishing a short-term operating budget including anticipated personal services from the ERC.

BE IT THEREFORE RESOLVED that the Secretary-Treasurer is hereby authorized on behalf of the Metropolitan Exposition-Recreation Commission to execute the Intergovernmental Agreement which is attached to this resolution.

Passed by the Commission on March 8, 1988.



Chairman



Secretary/Treasurer

APPROVED AS TO FORM:



Metro General Counsel

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT dated this ____ day of March, 1988, is between the METROPOLITAN SERVICE DISTRICT'S METROPOLITAN EXPOSITION RECREATION COMMISSION, hereinafter referred to as "MERC", whose address is 2000 S. W. First Avenue, Portland, Oregon 97201-5398, and CITY OF PORTLAND EXPOSITION-RECREATION COMMISSION, hereinafter referred to as "CONTRACTOR" whose address is P. O. Box 2746, PORTLAND, OREGON 97208, for the period of January 26, 1988, through June 30, 1988, and for any extensions thereafter pursuant to written agreement of both parties.

WITNESSETH:

WHEREAS, on November 4, 1986, the voters of the Metropolitan Service District approved the financing, construction, and operation of the Oregon Convention Center; and

WHEREAS, on October 22, 1987, the Council of the Metropolitan Service District adopted Ordinance No. 87-225 establishing the Metropolitan Exposition Recreation Commission (MERC); and

WHEREAS, Ordinance No. 87-225 requires submission of a five-year operating plan in June of 1988, and other milestones later in 1988; and

WHEREAS, use of the qualified management at the Portland Exposition Recreation Commission in developing the five year operating plan is desired; and

WHEREAS, on January 26, 1988, MERC passed Resolution No. 2 establishing a short-term operating budget including anticipated personal services from the Exposition-Recreation commission; and

WHEREAS, this Agreement is exclusively for Personal Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to MERC the materials described in the Scope of Work, Exhibit A, attached hereto;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with all applicable Federal, State and local laws;
4. To maintain records relating to the Scope of Work on a generally recognized basis and to make said records available to MERC at mutually convenient times;
5. To comply with any other "Contract Provisions" attached hereto as so labeled;

MERC AGREES:

1. To pay CONTRACTOR for services performed and materials delivered a sum not to exceed FIFTY THREE THOUSAND NINE HUNDRED and NO/100ths (\$53,900) DOLLARS and in the manner and at the time designated in Exhibit A, Compensation; and

2. To provide full information regarding its requirements for the Scope of Work, Exhibit A.

BOTH PARTIES AGREE:

1. That MERC may terminate this Agreement upon giving CONTRACTOR five (5) days written notice without waiving any claims or remedies it may have against CONTRACTOR;

2. That, in the event of termination, MERC shall pay CONTRACTOR for services performed and materials delivered prior to the termination; but shall not be liable for indirect or consequential damages; and

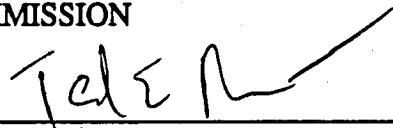
3. The CONTRACTOR shall hold harmless, defend, and indemnify MERC, its officers, agents and employees, against all claims, demands, actions and suits (including all attorney's fees and costs) brought against any of them arising from CONTRACTOR's work under this Agreement;

4. If any dispute under this Agreement cannot be settled by mutual agreement of the CONTRACTOR and MERC within 30 days of having been presented in writing to either party, it shall be submitted to an arbitrator selected by mutual agreement of the parties. In the event the two parties cannot agree on the arbitrator, he or she shall be appointed by the presiding judge (civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitration shall be conducted in Portland, Oregon, and shall be governed by the laws of the State of Oregon and the rules of the Multnomah County Arbitration Program, and shall be as speedy as is reasonably possible;

5. That this Agreement is binding on each party, its successor, assigns, and legal representatives and may not, under any condition, be assigned or transferred by either party; and

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

EXPOSITION RECREATION
COMMISSION

By: 
Chairman

By: _____
Secretary/Treasurer

Date: _____

Approved as to form:

City Attorney's Office

METROPOLITAN EXPOSITION
RECREATION COMMISSION

By: 
Secretary Treasurer

Date: 3/8/88

Approved as to form:

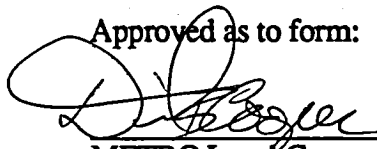

METRO Legal Counsel

EXHIBIT A
Scope of Work

1. Contractor shall provide management and analytical services to assist MERC in establishing its five-year operating plan, as outlined in the attached work plan.
2. Compensation: The Contractor shall be compensated for services provided at cost upon submittal of an invoice to the Secretary-Treasurer of MERC. Upon review and approval of the Secretary-Treasurer, invoices shall be delivered to Metro's Convention Center Project for payment from Metro's Management Fund.

The maximum amount MERC shall be obligated to pay the CONTRACTOR pursuant to this agreement, unless amended in writing and signed by both parties, is \$53,900.00.

CONTRACTOR shall submit invoices monthly accompanied by a short report summarizing services provided. Billings shall reflect actual expenditures to date, and shall be documented as appropriate, and shall display the hours charged by person and their hourly rate and itemized expenses. Expenses allowed for work under this agreement are limited to long-distance telephone, photocopying, special delivery services and postage. No other expenses shall be allowed without prior approval by the Secretary-Treasurer.

MERC shall pay the CONTRACTOR within 30 days of receipt and approval of the CONTRACTOR's invoices.