

METROPOLITAN EXPOSITION-RECREATION COMMISSION

2000 S.W. First Avenue
Portland, Oregon

RESOLUTION NO. 14

Authorizing the Chairman and Secretary/Treasurer to execute, on behalf of the Commission, a revised agreement with Borders, Perrin and Norrande, Inc. for the advertising and promotion of the Oregon Convention Center.

The Metropolitan Exposition-Recreation Commission finds:

1. A marketing budget for the Oregon Convention Center Sales Office has been approved by the METROPOLITAN EXPOSITION-RECREATION COMMISSION to promote the Oregon Convention Center.

2. Professional services are required to carry out the advertising efforts related to this budget.

3. A contractor has been recommended based on expertise, experience and cost-effectiveness.


BE IT THEREFORE RESOLVED that the Chairman and Secretary/Treasurer are authorized, on behalf of the Commission, to execute the revised Agreement between the Commission and Borders, Perrin and Norrande, Inc. for the advertising and promotion of the Oregon Convention Center.

Passed by the Commission on November 22, 1988.


Chairman


Secretary/Treasurer

APPROVED AS TO FORM:


Metro General Counsel

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT dated this 22nd day of November, 1988, is between the METROPOLITAN EXPOSITION-RECREATION COMMISSION, a subdivision of the Metropolitan Service District, hereinafter referred to as the "Metro ERC", whose address is 2000 S.W. First Avenue, Portland, Oregon 97201-5398, and BORDERS, PERRIN AND NORRANDER, INC., hereinafter referred to as "Contractor," whose address is 111 S.W. Oak Street, Portland, Oregon 97204, for a period commencing October 11, 1988 through June 30, 1989.

WITNESSETH:

WHEREAS, This Agreement is exclusively for Professional Services;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

CONTRACTOR AGREES:

1. To perform the services and deliver to the Metro ERC the materials described in the Scope of Work 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 provisions of ORS Chapters 171 and 279, and all other terms and conditions necessary to be inserted into public contracts in the state of Oregon, as if such provisions were a part of this Agreement;
4. To maintain records relating to the Scope of Work in a generally recognized accounting basis and to make said records available to Metro at mutually convenient times;
5. To indemnify and hold the Metro ERC, its agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses, including

attorney's fees, arising out of or in any way connected with its performance of this Agreement, with any patent infringement arising out of the use of Contractor's designs or other materials by the Metro ERC and for any claims or disputes involving subcontractors; and

METRO AGREES:

1. To pay Contractor for services performed and materials delivered in an amount not to exceed Ninety Thousand and no/100 Dollars (\$90,000.00), and in the manner and at the time designated in the Scope of Work; and

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

BOTH PARTIES AGREE:

1. That the Metro ERC may terminate this Agreement upon giving Contractor ninety (90) days written notice without waiving any claims or remedies it may have against Contractor;

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

3. That both parties shall review the Scope of Work every 120 days and make appropriate amendments to the Scope of Work based on the current status of work in progress.

4. That, in the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court;

5. That this Agreement is binding on each party, its successors, 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.

**BORDERS, PERRIN AND
NORRANDER, INC.**

**METROPOLITAN EXPOSITION-
RECREATION COMMISSION**

By: _____

Date: _____

By: 

Date: 11-22-88

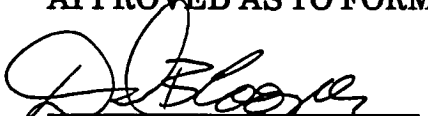
By: _____

Date: _____

By: 

Date: 11-22-88

APPROVED AS TO FORM:


Metro General Counsel

SCOPE OF WORK

Contractor will provide the following services: creation, production and placement of media advertising; creation and production of direct mail pieces; creation and production of collateral materials.

Metro ERC will compensate Contractor for agency services, media and collateral advertising, through media commissions, supplier markups and hourly creative charges.

With regards to media, Contractor will make detailed media recommendations, will select and purchase client approved media and check and report media performance.

Metro ERC requires an estimate in advance of each project undertaken by Contractor. An approved estimate must be received by BPN before commencing with production work involved in the project.

If after the date of this contract any subcontractors are retained to be used in the performance of this agreement, Contractor agrees to make a good faith effort to reach the goals of subcontracting 7 percent of the contract amount to disadvantaged businesses and 5 percent of the contract amount to women-owned businesses. In the event that this clause is triggered, Contractor shall comply with all relevant provisions of Metro's Disadvantaged Business Program.

Metro ERC has the right to modify, revise or cancel any advertising plans, schedules or work. Contractor will take proper steps immediately upon instructions from the Metro ERC to effect such changes.

Metro ERC also agrees to assume agency's liability for all commitments for such changes and to reimburse the agency for any losses sustained or expenses incurred due to such changes.

Contractor shall bill the Metro ERC monthly. Metro ERC shall pay contractor within thirty (30) days of receipt of the approved invoice.