

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 16

Approving and adopting the Personal Services Agreement with Miller, Nash, Wiener & Hager for consulting, advisory and negotiating services to the Metropolitan Exposition-Recreation Commission.

The Metropolitan Exposition-Recreation Commission finds:

1. That in order to establish a joint operating agreement between Metro and the City of Portland for regional convention, trade, spectator and performing arts facilities, a negotiator should be appointed to represent the Metropolitan Exposition-Recreation Commission.
2. That Miller, Nash, Wiener & Hager is a sole source provider of these services.

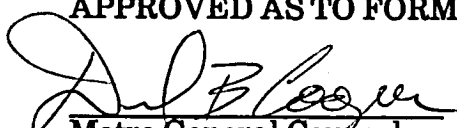
BE IT THEREFORE RESOLVED that the Personal Services Agreement including "Exhibit A", Scope of Work, with Miller, Nash, Wiener & Hager be approved and adopted.

Passed by the Commission on December 22, 1988.


Chairman


Secretary/Treasurer

APPROVED AS TO FORM:


Metro General Counsel

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT dated this 22 day of December 1988, is between the METROPOLITAN EXPOSITION-RECREATION COMMISSION ("COMMISSION"), a subdivision of the METROPOLITAN SERVICE DISTRICT ("Metro"), a municipal corporation, whose address is 2000 S. W. First Avenue, Portland, Oregon 97201-5398, and MILLER, NASH, WIENER, HAGER, & CARLSEN hereinafter referred to as "CONTRACTOR" whose address is 111 S. W. Fifth Avenue, Portland, Oregon 97204, for the period of December 22, 1988, through April 1, 1989, and for any extensions thereafter pursuant to written agreement of both parties.

W I T N E S S E T H :

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 COMMISSION 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 provisions of ORS Chapters 187 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 on a generally recognized accounting basis and to make said records available to COMMISSION at mutually convenient times;
5. To indemnify and hold COMMISSION and 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.
6. To comply with any other "Contract Provisions" attached hereto as so labeled.

COMMISSION AGREES:

1. To pay CONTRACTOR for services performed and materials delivered a sum not to exceed TEN THOUSAND DOLLARS

(\$10,000.00) and in the manner and at the time designated in Exhibit B, Compensation; and

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

BOTH PARTIES AGREE:

1. That COMMISSION 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, COMMISSION shall pay CONTRACTOR for services performed and materials delivered prior to the termination; but shall not be liable for indirect or consequential damages;

3. 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.

4. 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

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

MILLER, NASH, WEINER, HAGER
& CARLSEN

METROPOLITAN EXPOSITION-
RECREATION COMMISSION

By: [Signature] President
By: [Signature]

Date: 12-22-88 Date: 12-22-88

Secretary
By: [Signature]
Date: 12-22-88

Approved as to form:

[Signature]

EXHIBIT A

SCOPE OF WORK

1. Contractor shall provide consulting, advisory, and negotiating services to Metro as required to establish a joint operating agreement for regional convention, trade, spectator, and performing arts facilities. The agreement envisioned will be between Metro and the City of Portland. It will provide for Metro ERC management of the Oregon Convention Center, Portland Center for the Performing Arts, Memorial Coliseum, and Civic Stadium utilizing the current Portland ERC staff. It is desirable that the joint operating agreement should eventually include the Multnomah County Expo Center. The operating agreement is envisioned as step one of a two step process; the second step resulting in assumption of financial responsibility for the subject facilities by the Metropolitan Exposition-Recreation Commission. Contractor's services shall include but not be limited to the following:

a. Represent Metro in negotiations regarding establishment of a joint operating agreement with the City of Portland. Provide reports as determined necessary by Contractor and Metro as to the status of negotiations to the following: (1) Metro Consolidation Task Force; (2) the Metro Exposition Recreation Commission; (3) the Portland Exposition Recreation Commission (ERC); (4) Multnomah, Washington and Clackamas counties; (5) the State of Oregon, (5) Council Convention Center Committee; and (6) past members of the Committee on Regional Convention, Trade, and Spectator Facilities and other involved parties.

b. Contractor shall be available for consultation and advice to Metro as requested during the development of the

joint operations agreement. Contractor shall be prepared to render advice regarding Metro's position vis-a-vis other involved governmental agencies as it respects political, fiscal, contractual and legal issues involved in the joint operating agreement.

2. Contractor designates Clifford N. Carlsen, Jr. as the principle coordinator for this contract. Contractor shall not remove Mr. Carlsen without the prior consent of Metro. Metro staff will be available to the Contractor for the purposes of performing tasks related to this Scope of Work as deemed appropriate by Contractor and Metro. Policy direction for this project shall be provided by the Metro Consolidation Task Force.

3. Contractor shall keep Metro's representatives fully informed at all times of his activities and the status of the contract.

4. Pursuant to Metro Code Section 2.08.070, Metro's General Counsel has determined that it is appropriate and necessary to engage the services of Contractor and specifically Mr. Carlsen to accomplish the tasks provided for in this agreement on behalf of the Commission. Contractor shall coordinate its activity with and provide copies of all correspondence to Metro's General Counsel and to the extent Contractor is providing legal services to Metro, perform all services under the general direction of Metro's General Counsel.

Exhibit B

COMPENSATION

1. Total compensation for this contract shall not exceed \$10,000.000. Contractor shall not exceed this sum without prior approval in writing from the Commission.

2. Commission shall compensate Contractor for work performed on a time-and-materials basis. Hourly rates for Mr. Carlsen's services shall be \$160.00. Other attorneys shall be compensated at the rate of \$80.00 per hour; and paralegals at \$40.00 per hour.

Allowable expenses for work conducted under this contract are limited to mileage at \$.30/mile, photocopying, special delivery services, long-distance telephone, and postage. No other expenses shall be allowable without prior approval of Commission.

3. Contractor shall submit a monthly invoice detailing work performed on an hourly basis and all allowable expenses accompanied by appropriate documentation for expenses. Invoice shall be submitted to Neil McFarlane of Metro's Convention Center Project office, with a copy to Dan Cooper, General Counsel. The Commission shall review billing and pay within 30 days upon receipt of a satisfactory invoice.