

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 35

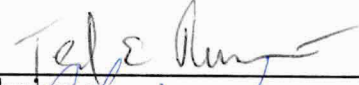
Authorizing the execution of an Intergovernmental Agreement with the Exposition-Recreation Commission (ERC), wherein qualified Exposition-Recreation Commission staff will provide management services, up to \$100,000, to assist the Metropolitan Exposition-Recreation Commission in start-up operations of the Oregon Convention Center for the period of July 1, 1989, to June 30, 1990.

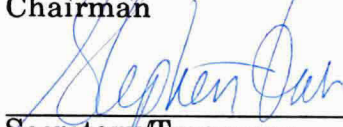
The Metropolitan Exposition-Recreation Commission finds:

1. That start-up operations of the Oregon Convention Center are continuing.
2. That use of qualified management staff at the Exposition-Recreation Commission in assisting with start-up operations is desired.
3. That the Intergovernmental Agreement is for qualified management services of ERC staff connected with start-up operations of the Oregon Convention Center for the period of July 1, 1989, to June 30, 1990.
4. That an Intergovernmental Agreement with the ERC is more cost-effective than hiring full-time staff.

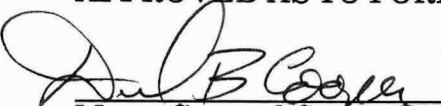
BE IT THEREFORE RESOLVED that the Chairman and Secretary/Treasurer are authorized to execute the Intergovernmental Agreement between the Metropolitan Exposition-Recreation Commission and the Exposition-Recreation Commission attached as Exhibit A.

Passed by the Commission on Sept. 12, 1989.

  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Secretary/Treasurer

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Metro General Counsel

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT dated this 12th day of September, 1989, is between the METROPOLITAN SERVICE DISTRICT'S METROPOLITAN EXPOSITION-RECREATION COMMISSION, hereinafter referred to as "MERC", whose address is PO Box 2746, Portland, OR 97208, and the CITY OF PORTLAND EXPOSITION-RECREATION COMMISSION, hereinafter referred to as "CONTRACTOR", whose address is PO Box 2746, Portland, OR 97208, for the period of July 1, 1989, through June 30, 1990, 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, the start-up operations for the Oregon Convention Center are continuing; and

WHEREAS, use of the qualified management at the Portland Exposition-Recreation Commission in continuing to develop policies, procedures and staff support is desired; 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 ONE HUNDRED THOUSAND and NO/100ths DOLLARS (\$100,000) 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: William Scott  
Chair

By: [Signature]  
Secretary/Treasurer

Date: September 12, 1989

**METROPOLITAN EXPOSITION-  
RECREATION COMMISSION**

By: [Signature]  
Chair

By: [Signature]  
Secretary/Treasurer

Date: September 12, 1989

**APPROVED AS TO FORM:**

KSBhyperati  
Deputy City Attorney

[Signature]  
Metro General Counsel

**EXHIBIT A**

**SCOPE OF WORK**

1. **CONTRACTOR shall provide qualified management services to assist MERC in its ongoing start-up operations for the Oregon Convention Center.**

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, an invoice shall be delivered to Metro's Accounts Payable to be paid from the MERC 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 \$100,000.**

**CONTRACTOR shall submit an invoice quarterly for an amount not to exceed \$25,000, starting September 30, 1989, and each three months thereafter. Said invoice shall represent the CONTRACTOR'S services for the preceeding ninety day period.**

**MERC shall pay the CONTRACTOR within thirty (30) days of receipt and approval of the CONTRACTOR's invoice.**