

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 80

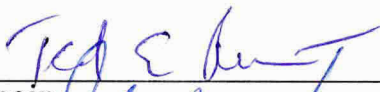
Authorizing the Chair and Secretary/Treasurer to execute, on behalf of the Commission, a one year Agreement for Peer Group Security Services, with two one-year options, with Coast to Coast Event Services.


The Metropolitan Exposition-Recreation Commission finds:

1. That on April 6, 1990, the Commission issued a Request for Proposals for Peer Group Security Services.
2. That the Commission received proposals from seven companies.
3. That on June 13, 1990, the Commission selected four finalists to interview.
4. That on June 19, 1990, the Commission interviewed the four finalists.
5. That based on the Commission's interview process, the Commission on June 19, 1990, selected Coast to Coast Event Services to provide Peer Group Security Services.

BE IT THEREFORE RESOLVED that the Chair and Secretary/Treasurer are authorized to execute, on behalf of the Commission, an Agreement for Peer Group Security Services with Coast to Coast Event Services, effective July 1, 1990.

Passed by the Commission on July 11, 1990.


Chair


Secretary/Treasurer

APPROVED AS TO FORM:


Metro General Counsel

AGREEMENT

FOR PEER-GROUP SECURITY SERVICES

THIS AGREEMENT IS MADE July 11, 1990, BETWEEN THE METROPOLITAN SERVICE DISTRICT, A MUNICIPAL CORPORATION, ACTING THROUGH ITS METROPOLITAN EXPOSITION-RECREATION COMMISSION (MERC) AND COAST-TO-COAST EVENT SERVICES (CONTRACTOR).

W I T N E S S E T H :

This Agreement consists of this Agreement, together with the contract documents hereinafter described, copies of which are attached hereto, and which are, by this reference, incorporated herein as if set out in full:

1. The Contractor's proposal dated May 18, 1990, which was accepted by MERC at its meeting of June 19, 1990, (EXHIBIT "A").
2. Peer security SPECIFICATIONS, prepared by MERC and dated March 14, 1990, (EXHIBIT "B" to this Agreement).

IN CONSIDERATION of the services to be performed by the Contractor and the amounts to be paid by the MERC, all as specified below, it is hereby agreed:

SCOPE OF SERVICES

1. The Contractor shall provide peer-group security personnel as requested by MERC for all events at the Memorial Coliseum Complex, the Portland Civic Stadium, the Portland Center for the Performing Arts, and the Oregon Convention Center. All personnel shall be equipped and trained as specified by MERC in EXHIBIT "B" to this Agreement. All security services shall be monitored by the MERC Manager of Special Services and shall be subject to compliance evaluation by that office. The number of personnel, their posts and locations and the hours and nature of their duties will vary from time to time to meet MERC requirements, but the method and means of carrying out the duties required by MERC shall be agreed upon by MERC and the Contractor. The Contractor shall be responsible for the direct supervision of all peer-group security personnel through designated representative at the premises to which this contract relates. The contractor or its designated representative shall be available at all reasonable times to confer with Agents of MERC with respect to services required.

2. Contractor shall comply, to the maximum extent possible, with the goal of providing the target area the first opportunity for available jobs to economically disadvantaged residents living in economically distressed neighborhoods in the immediate vicinity of the convention center/Coliseum site. Contractor must also cooperate, to the maximum extent possible, with local job training and economic development agencies to identify, solicit, assist and, if necessary, train such persons to qualify for and receive employment with Proposer. Contractor must document and report to MERC every six months on the implementation of these requirements.

Target Area Boundary Designation:

North Boundary: Columbia Boulevard

East Boundary: 42nd Avenue

South Boundary: Banfield Freeway, I-84

West Boundary: Chautauqua Avenue to Willamette Boulevard to include Columbia Villa by designation [Portsmouth and Willis]); follow the Willamette River and Greeley Avenue by Fremont Bridge; west on Fremont Bridge to Albina Community and Northwest Target Area boundaries but continue south along Willamette River to I-5 and I-84.

(A map of the target area is available upon request.)

Target Area Definitions:

First Opportunity: The Contractor will conduct an aggressive advertising and outreach program intended to inform economically disadvantaged residents in the target area of job opportunities. When an applicant pool is identified, economically disadvantaged residents of the target area will be considered first. If a qualified applicant is identified, that applicant will be appointed. If no qualified applicants are identified from the target area, individuals outside the target area will be considered for open positions.

Qualified Applicants: Applicants who meet the Contractor's minimum requirements for education, experience, and skills or who are able to meet these requirements within a reasonable time period (as negotiated with the Contractor) with training provided either by the Contractor or by a provider.

Economically Disadvantaged: Means a resident of the target area who is unemployed and/or whose immediate income is less than the median income in the target area. This definition includes an annualization of income; current income if employed and previous twelve months if unemployed.

COMPENSATION; BILLING:

1. (a) MERC shall pay the Contractor the sum of \$7.85 per-hour per-person for the security services provided under this Agreement until December 31, 1990; then effective January 1, 1991, \$8.80 per-hour per-person for the security services provided under this Agreement. The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment and incidentals necessary to perform this work and services.

(b) The Contractor shall submit invoices for its services to MERC within one week of each event for which the Contractor provides services under this Agreement. The invoices shall identify each employee who worked the event and the actual hours each employee worked. In the event the invoice and the sign-in sheet required by EXHIBIT "B" are in conflict, the sign-in sheet shall control.

TERM OF AGREEMENT; TERMINATION:

1. The term of this Agreement shall be for one (1) year beginning on July 1, 1990, and ending on June 30, 1991.
2. Either party shall have the right to terminate this Agreement upon giving the other party fifteen (15) days written notice of its intention to do so. Upon the giving of such notice, this Agreement shall terminate on the date specified in the notice.
3. MERC shall have the option to renew this Agreement for two (2) successive terms of one (1) year each, as follows:
 - a. Each of the renewal terms shall commence on the day following the date of termination of the preceding term.
 - b. The option may be exercised by written notice to the Contractor given not less than 30 days prior to the expiration of the current term of this Agreement. The giving of such notice shall be sufficient to make this Agreement binding for the renewal term without further act of the parties.
 - c. The terms and conditions of this Agreement for renewal term shall remain the same unless otherwise mutually agreed upon in writing sixty (60) days prior to end of term.

4. MERC may extend the contract for 30-day periods beyond the original expiration period and the expiration period for each renewal under certain circumstances. This extension in no way constitutes a renewal of the Agreement for an additional year.

LIABILITY INSURANCE

- (a) The Contractor shall maintain public liability and property damage insurance that protects the Contractor, the Metropolitan Exposition-Recreation Commission (MERC), the Metropolitan Service District, the City of Portland, its Exposition-Recreation Commission, and their officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under this Agreement. The insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence.

The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the Metropolitan Service District, the City of Portland, its Exposition-Recreation Commission, and their officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be cancelled without thirty (30) days written notice first being given to MERC. If the insurance is cancelled or terminated prior to completion of the contract, Contractor shall provide a new policy with the same terms. Contractor agrees to maintain continuous uninterrupted coverage for the duration of the contract.

- (b) The Contractor shall maintain on file with MERC and the Metropolitan Service District's Contract Compliance Officer a certificate of insurance certifying the coverage required under subsection (a). The adequacy of the insurance shall be subject to the approval of the Metropolitan Service District General Counsel. Failure to maintain adequate and valid liability insurance in the amounts required above at all times during the term of this Agreement shall be cause for immediate termination of this Agreement by MERC.

WORKERS' COMPENSATION INSURANCE:

- (a) The Contractor shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Contract is executed. A certification of insurance or copy thereof, shall be attached to this Contract as EXHIBIT "C", and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.
- (b) In the event the Contractor's workers' compensation insurance coverage expires during the term of this Agreement, the Contractor agrees to timely renew its insurance either as a carrier-insured employer or self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide MERC and the Metropolitan Service District such further certification of workers' compensation insurance as renewals of said insurance occur.
- (c) Failure to maintain workers' compensation insurance coverage at all times during the term of this Agreement shall be cause for immediate termination of the Agreement by MERC.

BUSINESS LICENSE:

Contractor shall obtain a City of Portland business license as required by PCC § 7.06.010 prior to beginning work under this Agreement. Contractor shall provide a business license in the space provided at the end of this Agreement.

PERFORMANCE BOND:

1. At the time of execution of this Agreement, the Contractor shall furnish a performance bond or bonds approved by MERC and the Metropolitan Service District General Counsel in the amount of \$20,000, conditioned upon compliance with and payment as due to all persons supplying labor and/or material for the performance of the Agreement.

WITHHOLDING TAXES:

1. The Contractor shall withhold all taxes and all other amounts required by federal and state laws to be withheld and paid from the Contractor's employees' salaries and wages.
2. Failure to comply with federal and state withholding laws at all times during the term of this Agreement shall be cause for immediate termination of this Agreement by MERC.

NOTICES:

1. Notices by the Contractor to MERC regarding this Agreement shall be made in writing to the Metropolitan Exposition-Recreation Commission in care of the General Manager, P.O. Box 2746, Portland, Oregon 97208.

Notices by MERC to the Contractor hereunder shall be in writing to Coast-to-Coast Event Services, 333 SW Fifth Avenue, Suite 401-F, Portland, Oregon 97204.

EMPLOYMENT STANDARDS:

1. The security services to be performed under this Agreement shall be performed by carefully selected and trained employees in conformity with accepted peer security practices and standards. The Contractor shall, upon request by MERC, remove from MERC premises any of the Contractor's employees who, in the MERC's reasonable opinion, are guilty of improper conduct or are not qualified to perform the work assigned.

This shall include, but be not limited to: employees engaged in the use of alcohol or drugs, employees who have not received training as required in EXHIBIT "B", employees not properly identified or not in their assigned positions.

ASSIGNMENT:

1. The Contractor shall not subcontract or assign this contract nor transfer any interest therein to a third party without the prior written consent of MERC.

INDEMNITY:

1. The Contractor shall hold harmless, defend, and indemnify the Metropolitan Exposition-Recreation Commission (MERC), the Metropolitan Service District, the City of Portland, its Exposition-Recreation Commission, and their officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising out of or relating to any act, failure to act, or conduct on the part of any person furnished by the Contractor pursuant to this Agreement.

THE CONTRACTOR'S EMPLOYEES NOT COMMISSION EMPLOYEES:

1. (a) The Contractor is engaged as an independent Contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments thereunder.
(b) The Contractor and its employees are not employees of the Metropolitan Service District or MERC and are not eligible for any benefits through the Metropolitan Service District or MERC, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

COMPLIANCE WITH APPLICABLE STATUTES, ORDINANCES AND REGULATIONS:

1. In performing this Agreement, the Contractor shall comply with all applicable federal, state and city statutes, ordinances and regulations.

MAINTENANCE OF RECORDS:

At all times during the term of this Agreement, the Contractor shall maintain accurate and current payroll and accounting records to support its billings to MERC. Payroll records shall be maintained in such a way to provide easy comparison with and corroboration of billings to MERC. MERC or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit and copying for 3 years from the date of completion or termination of this Agreement.

- (a) MERC, either directly or through a designated representative, may audit the records of the Contractor at any time during the three (3) year period established by this Section MAINTENANCE OF RECORDS.
- (b) If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to MERC.


MODIFICATION AND AMENDMENT:

1. The Agreement may not be modified or amended except in writing signed by both parties.

EXECUTED IN FIVE COPIES ON July 11, 1990.

COAST TO COAST EVENT SERVICES

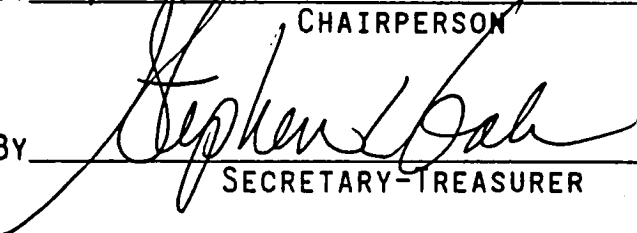
CONTRACTOR

BY 

BUSINESS LICENSE NO. 139209

**METROPOLITAN SERVICE DISTRICT
BY AND THROUGH ITS
METROPOLITAN EXPOSITION-RECREATION COMMISSION**

BY 
CHAIRPERSON

BY 
SECRETARY-TREASURER

APPROVED AS TO FORM:


METROPOLITAN EXPOSITION-RECREATION
GENERAL COUNSEL