

**Metropolitan Exposition-Recreation Commission**

**Resolution No. 228**

Authorizing the Oregon Convention Center Director to extend the agreement for the management of the Oregon Convention Center parking lot.

The Metropolitan Exposition-Recreation Commission finds:

1. That Oregon Convention Center parking lot management has been efficiently handled for the past three years.
2. That the Oregon Convention Center parking lot needs professional management and staffing of its parking lot, which currently cannot be provided by in-house staff; and
3. That the Metropolitan Exposition-Recreation Commission, by contract, has the authority to enter into and extend personal services agreements, for the Oregon Convention Center.

**BE IT THEREFORE RESOLVED** that the Metropolitan Exposition-Recreation Commission approves the extension of the City Center parking agreement for the management of the Oregon Convention Center Parking lot for the period of July 1, 1993 thru June 30, 1994; and directs the Oregon Convention Center Director to execute such any extension of this agreement on behalf of the Metropolitan Exposition-Recreation Commission.

Passed by the Commission on May 12, 1993



Chairman



Secretary-Treasurer

Approved As To Form:  
Daniel B. Cooper, General Counsel

By:   
Mark B. Williams  
Senior Assistant Counsel

## MERC Staff Report

**Agenda Item/Issue:** *Extension of OCC Parking Management Agreement*

**Resolution No:** 228

**Date:** May 6, 1993

Presented by Jeff Blosser

**Background and Analysis:** The Oregon Convention Center entered into a management agreement with City Center Parking in September of 1990 as a result of an RFP process which included both the Memorial Coliseum and the Oregon Convention Center. The agreement was for three years with two one-year options with the current agreement to expire June 30, 1993. Staff has been very pleased with the operation of its parking through City Center over the past three years. City Center has been very responsive to OCC needs as well as dealing most effectively with the public.

**Fiscal Impact:** 1993-1994 approved budget amount of \$36,400.

**Discussion with Commission Liaison:** This item has been discussed as a potential renewal with OCC Liaison Commissioners as well as listed for all Commissioners as a contract to expire in 1993.

**Recommendation:** Staff recommends that the Metropolitan Exposition-Recreation Commission approve the extension of the City Center Parking Management Agreement to commence July 1, 1993 and terminate June 30, 1994.

**METROPOLITAN**

**EXPOSITION-RECREATION COMMISSION**

**PARKING LOT OPERATION AND MANAGEMENT**

**PROPOSAL DOCUMENTS**

**APRIL 27, 1990**

**PROPOSAL DOCUMENTS**  
**PARKING LOT OPERATION AND MANAGEMENT**  
**FOR**  
**METROPOLITAN**  
**EXPOSITION-RECREATION COMMISSION**

\* \* \*

FOR QUESTIONS OR FURTHER INFORMATION RELATING  
TO THE INFORMATION CONTAINED HEREIN, CONTACT:

ED CONTRERAS, MANAGER  
DEPARTMENT OF SPECIAL SERVICES  
METROPOLITAN EXPOSITION-RECREATION COMMISSION  
1401 N. WHEELER  
P.O. Box 2746  
PORTLAND, OR 97208  
(503) 235-8771

\* \* \*

APRIL 27, 1990

TABLE OF CONTENTS

GENERAL SCOPE OF SERVICES . . . . .	3
REQUEST FOR PROPOSALS . . . . .	4
INSTRUCTIONS . . . . .	6
EXHIBIT "A" - PROPOSER'S QUALIFICATIONS. . . . .	10
EXHIBIT "B" - REFERENCE QUESTIONNAIRE. . . . .	11
EXHIBIT "C" - PARKING REVENUE PROJECTION . . . . .	17
EXHIBIT "D", PART 1 - FINANCIAL PROPOSAL MEMORIAL COLISEUM .	18
EXHIBIT "D", PART 2 - FINANCIAL PROPOSAL OREGON CONVENTION CTR	19
SPECIFICATIONS - EXHIBIT "B" OF AGREEMENT . . . . .	20
AGREEMENT - PARKING LOT OPERATION AND MANAGEMENT . . . . .	27
PERFORMANCE AND PAYMENT BOND . . . . .	35

ATTACHMENT "A" - MAP SHOWING LOCATIONS OF PARKING AREAS.

ATTACHMENT "B" - PARKING PASS RECORD FORMS.

ATTACHMENT "C" - AGREEMENT WITH PORTLAND PUBLIC SCHOOL DIST. #1.

## GENERAL SCOPE OF SERVICES

The Metropolitan Service District, acting by its Metropolitan Exposition-Recreation Commission (MERC), will award a contract to provide parking lot management for the Portland Memorial Coliseum and the Oregon Convention Center as outlined in the Specifications portion of this Request for Proposals. The term of contract will be for three years, with options for MERC to extend the term of the contract for no more than <sup>Two</sup> seven additional years.

The Parking Lot Manager (Contractor) must be capable of simultaneously providing an adequate number of sellers, spotters, and other personnel at each parking site to conduct the entering, parking, and exiting of vehicles in a fast, safe, and efficient manner.

**PARKING LOT OPERATION AND MANAGEMENT  
REQUEST FOR PROPOSALS**

APRIL 27, 1990

**A. REQUEST FOR PROPOSALS**

The Metropolitan Service District, acting by its Metropolitan Exposition-Recreation Commission (MERC), will receive sealed proposals for the operation and management of its Memorial Coliseum and Oregon Convention Center parking facilities until 2:00pm Pacific-Standard Time on Friday, May 18, 1990, and thereafter shall open and consider the proposals. Submit proposals to Metropolitan Exposition-Recreation Commission, P.O. Box 2746, Portland, Oregon 97208 (if by mail), or 1401 N. Wheeler, Portland, Oregon 97227 (if delivered).

Under the terms of the Contract, the Contractor shall provide all labor, material, and equipment necessary to operate and manage parking lot operations at the Memorial Coliseum and Oregon Convention Center sites, as well as portions of the Portland School District's #1 parking facility. The contract term will be for a period of three years, with options for renewal by MERC.

**EEO COMPLIANCE**

The Contractor is required to comply with all applicable Equal Opportunity Laws and Regulations, and the Metropolitan Service District's "Disadvantaged Business Program".

**WORKERS COMPENSATION**

Before beginning performance of the Contract, the Contractor must have on file with the City of Portland a certificate establishing that the Contractor has qualified:

1. As a direct employer pursuant to ORS 656.407; or
2. As a contributing employer pursuant to ORS 656.411

## PROPOSALS

All proposals shall be on the forms furnished by MERC and kept separate from any other submittal. All applicable blanks giving general information must be filled in and the proposal must be signed by the Proposer or a duly authorized agent. Any statement accompanying and tending to qualify a proposal may be cause for rejection. Proposals which are incomplete, or fail to respond to all items required in the proposal may be rejected.

All information submitted by Proposers shall be public record and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of proposals for which Proposers request exception from disclosure consistent with Oregon law.

MERC reserves the right to reject any and/or all proposals in whole or in part, and to waive irregularities not affecting substantial rights.

Special Note: Due to budgeting and contractual differences between the Memorial Coliseum and the Oregon Convention Center, compensation to the Contractor under this Agreement must be proposed and operated under two different compensation formats. The Memorial Coliseum Financial Proposal (Exhibit "D", Part 1) shall be on a percentage of gross format, and the Oregon Convention Center Financial Proposal (Exhibit "D", Part 2) shall be on a per labor hour charged format. All other conditions of the Agreement shall be the same at both facilities.



## INSTRUCTIONS

### A. QUALIFICATIONS OF PROPOSERS

The following criteria will be considered in the evaluation of qualifications and should be addressed in the proposals:

1. Proposer must have a demonstrated record of successfully and efficiently operating parking facilities that allow for continuous parking of no less than two thousand vehicles in a one-hour period.
2. Proposer must have a demonstrated record of successfully operating parking facilities that require varying personnel needs any hour of the day or night, seven days a week, as may be required to meet the demands as dictated by MERC in accordance with scheduled events at the Memorial Coliseum and/or the Oregon Convention Center.
3. Proposer must have a record of successful revenue management (i.e., employment and retention of competent personnel for collection, an efficient procedure for consolidation of collected revenues, qualified and efficient management to perform the counting, auditing, and depositing functions).
4. Proposer must have a record of efficient and courteous service.

## B. PROPOSALS

The proposal shall include:

1. A statement of the Proposer's background and expertise in connection with the operation and management of parking lot facilities.
2. A completed Reference Questionnaire.
3. A completed certified Financial Statement.
4. Certification of equipment on hand.
5. A current, valid insurance policy on which the Metropolitan Service District, Metropolitan Exposition-Recreation Commission (MERC), the City of Portland, its Exposition-Recreation Commission (ERC), and their officers, agents and employees could be named as additional insureds.

## C. SUBMISSION OF REQUIREMENTS

Seven copies of all proposals must be submitted in a sealed envelope marked "PRE QUALIFICATION PROPOSAL - PARKING FACILITY MANAGEMENT AND OPERATION, METROPOLITAN EXPOSITION-RECREATION COMMISSION", and delivered to or mailed to the Metropolitan Exposition-Recreation Commission, P.O. Box 2746, Portland, Oregon 97208 (for mailing) or 1401 North Wheeler Avenue, Portland, Oregon 97227 (for delivery). The outside of the envelope shall plainly identify the subject of the proposal, the opening date, and the Proposer's name, address and telephone number.

All proposals must be clearly and distinctly typed or written with ink. Each proposal must be signed by the Proposer. Each proposal must include the forms furnished by MERC.

Proposals received after the time and date set for receiving proposals will be returned unopened.

Proposers may withdraw their proposals in person, or by written or telegraphic request prior to the scheduled closing time for filing proposals.

Once submitted and accepted, the proposals become the property of MERC.

D. NON-DISCRIMINATION

A proposal will not be accepted unless the Proposer is certified as an EEO Affirmative Action Employer with the City of Portland, Oregon. All Proposers not currently certified should file the required documentation with the Contract Compliance Division, Room 209, City Hall, 1220 SW Fifth Avenue, Portland, OR 97204, (503) 248-4969, at least five (5) days prior to proposal submission.

E. COST OF PROPOSAL

This Request for Proposals does not commit MERC to pay any costs incurred by any Proposer in the submission of a proposal, or in the preparation thereof.

F. CONFLICT OF INTEREST

All Proposers must identify any past, present and/or future contractual or personal relationship with any members of MERC or members of its staff which might create a conflict of interest.

G. ORGANIZATION

Proposer shall state whether the Proposer is doing business as an individual, a partnership, or a corporation and, if incorporated, in which state, and if a partnership, shall give the names of all partners. The person signing on behalf of the corporation or a partnership shall state their position with the firm or corporation, and state whether the corporation is licensed to do business in the State of Oregon.

H. SITE CONDITIONS EXAMINATION

Proposers should determine for themselves all the conditions and circumstances affecting management and operation of the parking facilities and its cost by personal examination of the site(s), and by such other means as they may choose.

I. LEGAL REQUIREMENTS

In performing the Contract, the Contractor shall comply in all respects with all applicable federal, state and municipal constitutions, statutes, charters, codes, ordinances, and MERC rules and regulations.

J. AWARD OF CONTRACT

MERC intends to award the Contract to the Proposer which, after considering the recommendations of MERC's Selection Committee, MERC finds best fits the needs of MERC to provide the parking facility management in accordance with the qualifications set out in these documents.

K. LOCAL JOB OPPORTUNITY AND JOB TRAINING

Proposer must describe the steps the Proposer will take to comply, to the maximum extent possible, with the goal of providing the target area, as defined in the Agreement under Scope of Services, the first opportunity for available jobs to economically disadvantaged residents living in economically distressed neighborhoods in the immediate vicinity of the Oregon Convention Center/Memorial Coliseum site. Proposer must also describe the steps the Proposer will take to 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.

REQUEST FOR PROPOSALS

EXHIBIT "A"

PROPOSER'S QUALIFICATIONS

PARKING LOT OPERATION AND MANAGEMENT

PROPOSER'S

COMPANY NAME: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY: \_\_\_\_\_

COUNTY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

FEDERAL SOCIAL SECURITY  
IDENTIFICATION NUMBER: \_\_\_\_\_

FORM OF ORGANIZATION: \_\_\_\_\_

STATE OF ORGANIZATION: \_\_\_\_\_

LIST THE NAMES AND ADDRESSES OF ALL STOCKHOLDERS OWNING MORE THAN  
TEN PERCENT (10%) OF THE CORPORATION'S COMMON STOCK:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IF PARTNERS, LIST ALL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROPOSAL PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

REQUEST FOR PROPOSALS  
EXHIBIT "B"  
REFERENCE QUESTIONNAIRE  
PARKING LOT OPERATION AND MANAGEMENT

1. STATE YOUR EXPERIENCE IN THE OPERATION OF PUBLIC AUTOMOBILE PARKING FACILITIES. GIVE YOUR RESPONSIBILITIES AND DURATION OF EACH.

2. STATE THE EXPERIENCE OF YOUR PROPOSED ON-SITE MANAGER IN THE OPERATION OF PUBLIC AUTOMOBILE PARKING FACILITIES; PROVIDE YEARS OF EXPERIENCE, JOB SITES, AND RESPONSIBILITIES.

3. LIST THE PERSONS, FIRMS, AND/OR AGENCIES WITH WHOM YOU CURRENTLY HAVE ARRANGEMENTS OR AGREEMENTS FOR THE OPERATION OF PUBLIC AUTOMOBILE PARKING FACILITIES.



4. LIST THE LOCATIONS AT WHICH YOU OPERATE OR HAVE OPERATED PUBLIC AUTOMOBILE PARKING FACILITIES. STATE THE NUMBER OF PARKING SPACES AVAILABLE AND THE GROSS VOLUME OF BUSINESS AT EACH FACILITY FROM SUCH OPERATION FOR YOUR LAST FISCAL PERIOD AND THE DATES OF SAID PERIOD.

5. STATE THE NUMBER OF PERSONS EMPLOYED BY YOU WHO ARE ENGAGED IN THE OPERATION OF PUBLIC PARKING FACILITIES.

6. DESCRIBE HOW YOU PROPOSE TO OPERATE THE MEMORIAL COLISEUM AND THE OREGON CONVENTION CENTER PARKING FACILITIES.

7. DESCRIBE YOUR PROPOSED INTERNAL AUDIT PROCEDURE FOR HANDLING CASH IF YOU ARE AWARDED THE AGREEMENT.

REQUEST FOR PROPOSALS  
**EXHIBIT "C"**  
**PARKING REVENUE PROJECTION**  
**PARKING LOT OPERATION AND MANAGEMENT**

REVENUE BASED ON THE FOLLOWING ASSUMPTIONS:

1. **Parking Rate:** Parking rates are currently \$4.00 per car and \$16.00 per bus. This rate is subject to change without notice.
2. **Parking Use:** Use of the lots are based solely on events scheduled.
3. **Number of parking spaces:**  
There are 2,027 existing spaces. (See Attachment "A"). Additional parking spaces may be available in accordance with the school district's parking agreement.
4. **Parking Income:**  
Income will be based on the number of events and event types scheduled.

ANNUAL PARKING INCOME\*

COLISEUM:

<u>1986/1987</u>	<u>1987/1988</u>	<u>1988/1989</u>	<u>1989/1990*</u>	<u>1990/1991*</u>
\$1,332,592	\$1,247,065	\$1,325,363	\$1,673,667*	\$1,676,338*

TOTAL NUMBER OF VEHICLES PARKED:

<u>1986/1987</u>	<u>1987/1988</u>	<u>1988/1989</u>	<u>1989/1990*</u>	<u>1990/1991*</u>
423,243	390,191	402,304	418,417*	419,085*

OREGON CONVENTION CENTER:

<u>1990/1991*</u>	Total Number of Vehicles Parked:	<u>1990/1991*</u>
\$395,303*		98,826*

\*The above revenue and vehicle figures for 89/90 and 90/91 are budget projections. Actual revenue may not equal the projected amount.

REQUEST FOR PROPOSALS

EXHIBIT "D"

Part 1

FINANCIAL PROPOSAL

Memorial Coliseum

PARKING LOT OPERATION AND MANAGEMENT

The undersigned hereby proposes to operate and manage the Portland Memorial Coliseum Complex parking facilities for the Metropolitan Exposition-Recreation Commission (MERC) in accordance with the MERC Request for Proposals, Instructions to Proposers, and the Parking Lot Operation and Management Agreement in consideration for an amount equal to \_\_\_\_\_ ( \_\_\_\_\_ %) percent of the gross parking receipts collected during the times that our personnel conduct parking operations pursuant to this Agreement.

DATED: \_\_\_\_\_

\_\_\_\_\_  
PROPOSER

BY: \_\_\_\_\_  
AUTHORIZED AGENT

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

REQUEST FOR PROPOSALS

EXHIBIT "D"

Part 2

FINANCIAL PROPOSAL

Oregon Convention Center

PARKING LOT OPERATION AND MANAGEMENT

The undersigned hereby proposes to operate and manage the Oregon Convention Center parking facilities for the Metropolitan Exposition-Recreation Commission (MERC) in accordance with the MERC Request for Proposals, Instructions to Proposers, and the Parking Lot Operation and Management Agreement in consideration for an amount equal to \_\_\_\_\_ (\_\_\_\_\_) dollars per labor hour worked during the times that our personnel conduct parking operations pursuant to this Agreement.

DATED: \_\_\_\_\_

\_\_\_\_\_  
PROPOSER

BY: \_\_\_\_\_  
AUTHORIZED AGENT

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_

**SPECIFICATIONS**  
**EXHIBIT "B" OF AGREEMENT**  
**PARKING LOT OPERATION AND MANAGEMENT**

DATE: \_\_\_\_\_

**RESPONSIBILITIES**

MERC shall:

1. Advise Contractor in advance of all special personnel needs for events other than those regularly scheduled and otherwise adequately staffed by the parking contractor.
2. Supply, at its cost, the Contractor with special parking passes when used.
3. Have the sole and exclusive right to make all decisions concerning the operation of the parking facilities at the Memorial Coliseum Complex (Coliseum) and the Oregon Convention Center (OCC).
4. Lighting, signing, clean-up, snow removal, sanding, barricades, chains and posts, existing parking booths, existing office space, stanchions and parking flags will be supplied, provided, and maintained by MERC for the Contractor's use and benefit. Contractor will assume responsibility for use of stated facilities and material in accordance with existing and necessary requirements as dictated by MERC staff. Modification to, replacement of, or addition to, of any aforementioned items must be approved by the Designated Representative.

## CONTRACTOR RESPONSIBILITIES

Contractor shall:

1. Provide qualified, competent and uniformed labor to operate the parking facilities at the Memorial Coliseum Complex (Coliseum) and the Oregon Convention Center (OCC) at such times as MERC may request. Such labor shall include, but not be limited to: sellers, spotters, and change makers at the gates, as well as sufficient personnel to assist motorists entering and leaving the parking facilities, and such other personnel as may be required to conduct the entering, parking, monitoring and exiting of vehicles in a fast and efficient manner.
2. A representative of the Contractor, with authority to make all decisions necessary for the operation of the parking facilities, shall be in attendance or on call at the Coliseum or the OCC to respond to the MERC requirements at all events at these two facilities.
3. Provide employees to work at the Coliseum and OCC who have had complete training for their duties under the Agreement acceptable to MERC management. The training shall include, among other things, courtesy to the patrons of MERC facilities; the layout of the traffic patterns in the parking facilities at the Coliseum and OCC, and the employees' personal appearance, including uniforms for identification.
4. Collect and deposit all cash receipts received from parking during the event day to an account in the name of MERC and designated by MERC.
5. Daily, provide copies of deposit slips for all collections with Daily Record Form, Special Pass Record Forms and other supporting data as required.
6. Maintain sufficient records to support revenue due. All such records shall be open to inspection at MERC request at all reasonable times.
7. Ensure that all vehicles entering MERC parking areas are assessed at the prevailing parking rate except those vehicles that may be excluded as described in the following sections.



8. Be responsible for adequately recording entry of any special permits, passes, or other non-paid parking on special "record forms" supplied by MERC. (See Attachment "B".) Presently MERC issues several hundred special permits and passes to such tenants, press, staff, and service organizations.
9. Adequately manage authorized, permit, and restricted parking zones as designated by MERC to insure that they are properly used in accordance with established MERC policies and regulations.
10. Tenants, their exhibitors, and other personnel involved in a move-in or move-out of an event on a specified ingress or egress day are not charged a parking fee.
11. Special events may have the parking fee waived for its attendees, as dictated by MERC staff. These events generally include charity or benefit organizations.
12. Service vehicles, salespersons, or others entering the lot on official business should not be charged for parking.
13. Be responsible for routing all incoming vehicles over counter loops presently installed and maintained by the MERC except in the cases where due to mass ingress of vehicles in a short period, additional lines must be opened to allow for fast influx.
14. The Contractor will not supply any other special or reserved parking except that which is specifically approved by MERC.
15. Counters, special pass record forms, total capacity and manual audits will be used to assure proper handling and accounting for parking revenues. The Contractor will be held responsible for any failure to account for all parking revenues received.
16. MERC presently is party to an Agreement with Portland Public School District #1, Multnomah County, which allows for permit parking at the Coliseum Parking Lot #2. In exchange, MERC is allowed to utilize school district parking facilities as outlined. (See Attachment "C".) The Contractor shall comply with all applicable terms of that Agreement.

17. Provide for armored car pickup of daily revenue collections.
18. Keep the MERC Designated Representative informed of all significant complaints, problems or other areas of concern in relation to parking at MERC facilities.
19. Contractor will be responsible for adherence to all other existing or future policies or procedures established by MERC or its staff.
20. Security or law enforcement on any of the parking areas managed by MERC is not the responsibility of the Contractor, but any lawful, unusual or otherwise irregular act in these areas must be reported by the Contractor's personnel.

## SUPERVISION

The Contractor's employees shall at all times be under the supervision and control of the Contractor. The Contractor's employees, representatives and agents shall at all times comply with all MERC rules, regulations and orders pertaining to the operation of MERC parking facilities. Upon written notice from the MERC general manager that an employee is not acceptable to the MERC, the Contractor shall discharge any such employee.

## ACCOUNTING FOR PARKING REVENUES

The Contractor shall account to MERC each day for the operation proceeds of parking revenue received during that day. MERC shall have the right, at all reasonable times, to inspect all of the Contractor's records and all procedures used by the Contractor in collecting parking fees under this Agreement.

## EXCLUSIVE RIGHT TO OPERATE PARKING FACILITIES

MERC shall have the exclusive right to establish schedule of fees for parking at the Coliseum and the OCC.

## 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 Agreement 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 Section 7.06.010 of the Portland City Code 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

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 \$50,000, 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 \_\_\_\_\_

---

## EMPLOYMENT STANDARDS

1. The Parking Lot Operation and Management services to be performed under this Agreement shall be performed by carefully selected and trained employees in conformity with accepted parking lot management practices and standards. The Contractor shall, upon request by MERC, remove from MERC premises any of the Contractor's employees who, in 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.

## MERC LIAISON AND REPORTING RELATIONSHIP

The Contractor's reporting relationship with the MERC will be by the MERC Designated Representative specified by the General Manager or by MERC. For auditing purposes, parking revenue receipts, forms and special pass record forms (see Attachment "B") will be delivered to the Designated Representative within twenty-four (24) hours of the closing of any daily operation.

**AGREEMENT**  
**PARKING LOT OPERATION AND MANAGEMENT**

THIS AGREEMENT IS MADE \_\_\_\_\_, 1990, TO BE EFFECTIVE JULY 1, 1990 BY THE METROPOLITAN SERVICE DISTRICT, ACTING THROUGH ITS METROPOLITAN EXPOSITION-RECREATION COMMISSION (MERC) AND \_\_\_\_\_ (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 \_\_\_\_\_, 1990 which was accepted by MERC at its meeting of \_\_\_\_\_ (EXHIBIT "A").
2. SPECIFICATIONS for Parking Lot Operation and Management, prepared by MERC and dated \_\_\_\_\_, 1990, (EXHIBIT "B" to this Agreement).
3. A certification of Contractor's 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 (EXHIBIT "C").

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

**SCOPE OF SERVICES**

1. Contractor shall provide qualified, competent and uniformed labor to operate the parking lot facilities at the Memorial Coliseum Complex (Coliseum) and the Oregon Convention Center (OCC) at such times as MERC may request. Such labor shall include, but not be limited to, sellers, spotters and change makers at the gates; sufficient personnel to assist motorists entering and leaving the parking facilities and such other personnel as may be required to conduct the parking and exiting of vehicles in a fast, safe, and efficient manner.

Contractor's employees, representatives, and agents shall at all times comply with MERC rules, regulations and orders for operation of the Coliseum and the OCC. Contractor shall discharge any person employed by Contractor in the performance of this Agreement upon written notice from MERC General Manager that such person is not acceptable to the MERC.

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 Oregon Convention Center/Memorial 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:

MERC shall pay to Contractor, as consideration for the services to be performed under this Agreement, an amount equal to \_\_\_\_\_ (\_\_\_\_\_) percent of the gross parking receipts collected at Memorial Coliseum Complex by Contractor during the times it furnishes personnel and conducts parking operations pursuant to this Agreement.

MERC shall pay to Contractor, as consideration for the services to be performed under this Agreement, a flat rate equal to \_\_\_\_\_ (\_\_\_\_\_) dollars per labor hour during the times Contractor furnishes personnel and conducts parking operations at the Oregon Convention Center pursuant to this Agreement.

Payment due to the Contractor shall be made weekly. Weekly is understood to mean Thursday through Wednesday, and payment is due on Monday for the preceding week, which ended on Wednesday.

#### TERM OF AGREEMENT; TERMINATION:

1. The term of this Agreement shall be for three (3) years beginning on July 1, 1990 and, ending on June 30, 1993.
2. MERC shall have the right to terminate this Agreement upon giving the Contractor thirty (30) 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 one two-year term not to exceed a total contract term of five (5) years:
  - a. Each renewal term 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. With the exception of the Compensation paragraph on page 29 of this Agreement which may be renegotiated prior to the expiration of the Agreement, the terms and conditions of the Agreement shall be renewed automatically unless MERC delivers written notice terminating Agreement. Such notice shall be given not less than ninety (90) days prior to the last day of the expiring term.

#### 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.
- (c) Contractor shall have all of Contractor's employees working on MERC premises included hereunder covered by a blanket Fidelity Deposit which protects MERC against property loss in the minimum amount of \$50,000 subject to the terms specified in the operating Agreement.

#### FIDELITY INSURANCE:

Each Contractor's employee engaged in the performance of this Agreement shall account for all money and the value of all property which may come into his/her possession or control as the Contractor's employee in the performance of this Agreement. In order to secure the payment of any money or the value of any property coming into the possession or under the control of any of the Contractor's employees in the performance of this Agreement, for which the employee or employees shall fail to account, Contractor has paid MERC the sum of \$50,000. MERC shall deposit this sum in a savings account or savings certificate at the (Bank), in the name "Metropolitan Exposition-Recreation Commission--(Contractor's) Employees Fidelity Account". If Contractor fails to pay the amount of money or the value of any property coming to the possession or under the control of any of its employees for which such employee or employees fail to account, MERC shall be entitled to withdraw that sum or those sums from this \$50,000 deposited by Contractor, upon these conditions.

Before MERC makes any withdrawal from such Fidelity Account, MERC shall furnish to Contractor a detailed computation, showing how the amount of such charge was computed, and Contractor shall have the opportunity to refute such accounting. If MERC and Contractor cannot agree upon the

correct amount of the charge, the matter shall be submitted to arbitration, MERC and Contractor each to select one arbitrator, and the arbitrators so selected to select a third arbitrator. The party which does not prevail in the arbitration shall pay all costs of arbitration.

Contractor shall be entitled to all interest earned on this \$50,000 or any part of it.

At the termination of this Agreement, MERC shall repay to Contractor the \$50,000, plus any interest thereon not previously paid to Contractor, reduced by any amounts withdrawn therefrom and paid to MERC under the terms of this Agreement.

#### 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, which consent may be withheld for any reason whatsoever.

#### 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
- (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 plus accrued interest at existing prime rate plus 4%, starting from original due date of said payments.

**MODIFICATION AND AMENDMENT:**

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

EXECUTED IN SEVEN COPIES ON \_\_\_\_\_, 1990.

\_\_\_\_\_  
CONTRACTOR

BY \_\_\_\_\_

BUSINESS LICENSE No. \_\_\_\_\_

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

## PERFORMANCE AND PAYMENT BOND

KNOW ALL PEOPLE BY THESE PRESENTS that, we \_\_\_\_\_ as Principal, and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact a surety business in the State of Oregon, as Surety, are held and firmly bound unto the Metropolitan Service District, acting through its Metropolitan Exposition-Recreation Commission (MERC) in the penal sum of fifty thousand dollars (\$50,000), lawful money of the United States of America, for the payment of which we and each of us, jointly and severally, bind ourselves, our, and each of our, heirs, executors, administrators, successors and assigns.

THE CONDITIONS of this obligation are such that, whereas the Principal did on \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, enter into a Contract with MERC for peer-group security services, which Contract hereby is made apart hereof as if fully copied herein;

NOW, THEREFORE, if the Principal faithfully, punctually, and completely performs and abides by all covenants, conditions and agreements of the Contract, and any addenda thereto, including payment of money to MERC, and with all laws, ordinances, regulations and orders of the State of Oregon, the City of Portland, the Metropolitan Service District, and the agencies and bureaus thereof, directly or indirectly governing or applicable to the Principal's performance under the Contract, including but not limited to ORS 279.312, which hereby is made a part hereof as if fully copied herein, and shall make payment promptly as due, to all subcontractors who shall provide equipment, supplies, labor or materials for the prosecution of the work or any part thereof, provided for in the Contract, then this obligation shall be null and void, otherwise to be in full force and effect.

Surety agrees (1) that no extension of time allowed the Principal for completion of work or for delivery under the Contract shall impair this obligation; (2) that no change made in the terms or provisions of the Contract, without notice to the Surety, shall impair this obligation, but any such change shall automatically increase the obligation of the Surety hereunder in a like amount, PROVIDED that such increase shall not exceed twenty-five percent (25%) of the original amount of this obligation without consent of the Surety and (3) that this obligation shall continue to bind

the Principal and Surety notwithstanding successive payments made hereunder for successive breaches, until the full amount of this obligation is exhausted.

Surety further agrees that no termination or cancellation of this bond shall relieve the Surety from its obligation for the performance by the Principal of all provisions of said Contract.

IN WITNESS THEREOF, THE PRINCIPAL AND SURETY HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1990.

\_\_\_\_\_  
(PRINCIPAL)

BY \_\_\_\_\_

(TITLE)

\_\_\_\_\_  
(SURETY)

BY \_\_\_\_\_

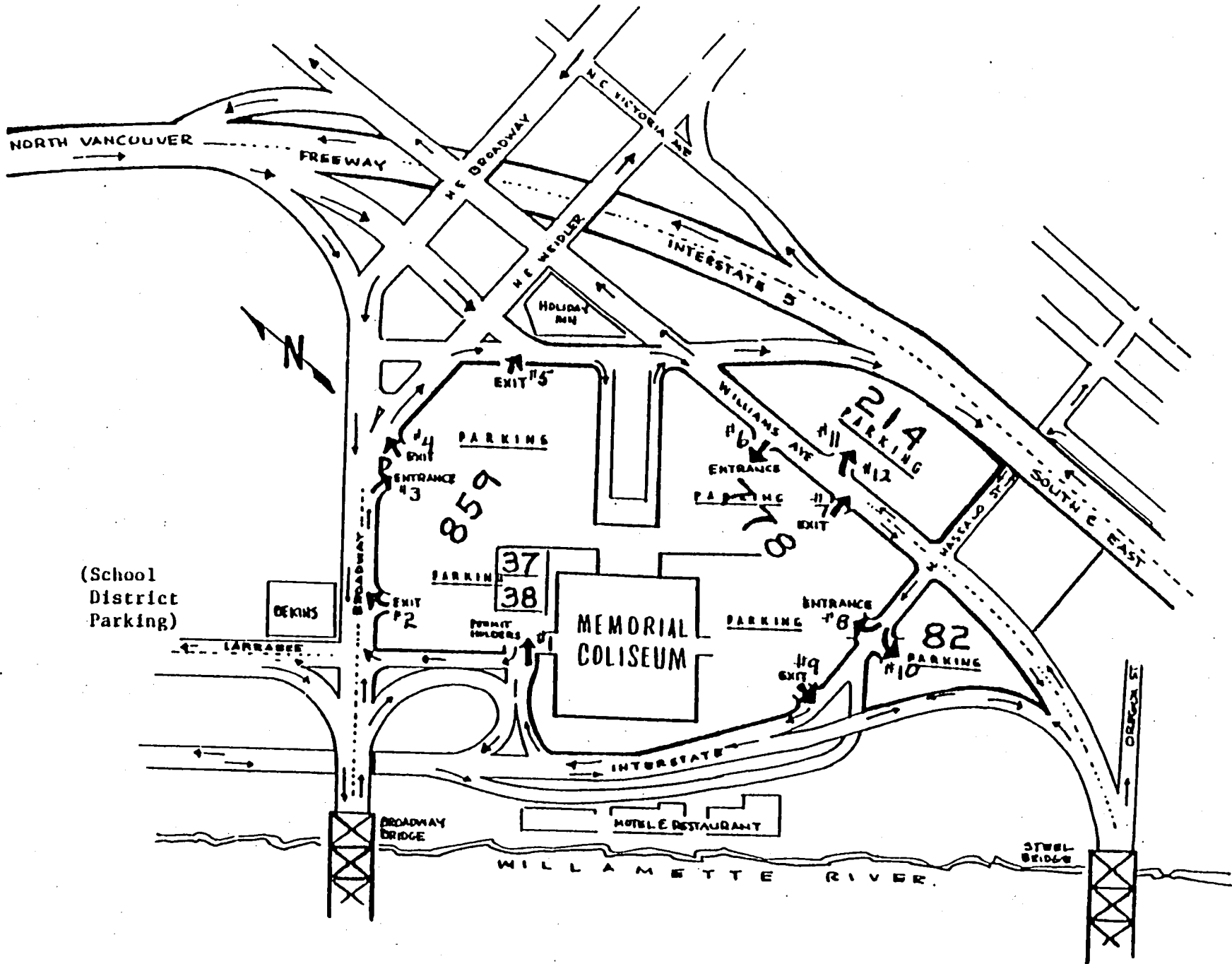
ATTORNEY-IN-FACT

COUNTERSIGNED:

\_\_\_\_\_  
OREGON RESIDENT AGENT

APPROVED AS TO FORM:

\_\_\_\_\_  
METROPOLITAN EXPOSITION-RECREATION  
GENERAL COUNSEL



PORTLAND  
MEMORIAL COLISEUM  
SITE & PARKING LAYOUT