

Metropolitan Exposition-Recreation Commission

Resolution No. 229

Authorizing the General Manager to enter into a Personal Services Agreement with Coast-to-Coast Event Services Inc. to provide peer group security for all MERC facilities.

The Metropolitan Exposition-Recreation Commission finds:

1. That peer group security is both necessary and needed for the successful operation of events conducted at MERC facilities;
2. That such services cannot be provided by in-house staff due to the nature of the necessary training and specialized type of security to be provided; and
3. That the Metropolitan Exposition-Recreation Commission, through its General Manager, has the authority to enter into such Personal Services Agreement for the MERC facilities.

**BE IT THEREFORE RESOLVED** that the Metropolitan Exposition-Recreation Commission approves a Personal Services Agreement with Coast-to-Coast Event Services, Inc. to provide specialized security for all MERC facilities; and directs the General Manager to execute such an agreement for required services for a three year period commencing July 1, 1993 and ending June 30, 1996.

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: *Selection of Peer Group Security Provider*

Date: May 12, 1993 Presented By: Jeffrey A. Blosser

**Background and Analysis:** MERC Staff solicited proposals and entered into an agreement three years ago for peer group security for all MERC facilities. This Agreement expires June 30, 1993; and staff, through Commission approval in April of 1993, again solicited proposals through the RFP process for peer group security. Two proposals were received with both firms meeting the qualifications. Interviews were conducted by MERC Staff representing all three facilities on May 5, 1993.

**Fiscal Impact:** This amount is determined per the event schedule and is rebilled back to the licensees for costs associated with peer group security.

**Discussion with Commission Liaison:** Commissioner Richard Ares participated with the MERC Interview Committee for the selection of the peer group security firm.

**Recommendation:** The two firms interviewed provided identical experience and expertise during the interviews, and the selection process resulted in both groups appearing virtually even according to all evaluation criteria. The Interview Committee discussed the previous contractor's performance during the last three years and concluded the difference in price for services was not a sufficiently compelling factor to necessitate a change. MERC Staff recommends that the Metropolitan Exposition-Recreation Commission approve the selection of Coast-to-Coast to provide peer group security for MERC facilities for a three-year period commencing July 1, 1993 and ending June 30, 1996. Contract provisions other than price will remain the same in the new agreement.

**PROPOSAL DOCUMENTS**

**PEER-GROUP SECURITY SERVICES**

**FOR**

**METROPOLITAN**

**EXPOSITION-RECREATION COMMISSION**

**\* \* \***

For questions or further information relating  
to the information contained herein, contact:

Chris Bailey  
Oregon Convention Center Events Manger  
Metropolitan Exposition-Recreation Commission  
777 N.E. MLK Blvd.  
P.O. Box 12210  
Portland, OR 97232  
(503) 235-7575

**\* \* \***

February 10, 1993

## TABLE OF CONTENTS

	<b>Page</b>
GENERAL SCOPE OF SERVICES	1
REQUEST FOR PROPOSALS	2
INSTRUCTIONS	3
EXHIBIT "A", Proposer's Qualifications	7
EXHIBIT "B", Reference Questionnaire	8
EXHIBIT "C", Certification of Equipment on Hand	9
EXHIBIT "D", Financial Proposal	10
SPECIFICATIONS (Exhibit "B" of the Agreement)	11
AGREEMENT FOR PEER-GROUP SECURITY SERVICES	15
PERFORMANCE AND PAYMENT BOND	24

## **GENERAL SCOPE OF SERVICES**

Metro, acting by its Metropolitan Exposition-Recreation Commission (MERC), will award a contract to provide trained and equipped peer-group (t-shirt) security personnel as outlined in the Exhibit "B" of the Agreement portion of this Request for Proposals. The term of contract shall be a period of one year, with options for MERC to extend the term for two additional terms of one year each.

The Contractor must be capable of providing, simultaneously as requested by MERC, an adequate number of peer-group security personnel for any or all MERC facilities. 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. The Contractor shall be responsible for the direct supervision of all peer-group security personnel through its designated representatives at the premises where the services are provided. The Contractor will be required to provide liability insurance coverage and a performance bond.

## REQUEST FOR PROPOSALS

March 14, 1990

### A. Request for Proposals

Metro, acting by its Metropolitan Exposition-Recreation Commission (MERC) will receive sealed proposals for a Peer-Group Security Services Contract, until 5:00pm PDT on Friday, April 9, 1993, and thereafter shall open and consider the proposals. Submit proposals to Metropolitan Exposition-Recreation Commission, P.O. Box 12210, Portland, Oregon 97212 (if by mail), or 777 NE MLK Blvd, Portland, Oregon 97232 (if delivered).

Under the terms of the peer-group security services contract, the Contractor shall provide all labor, material and equipment required to provide the necessary peer-group (t-shirt) security services for concerts and other events held at MERC facilities as requested or specified by MERC's staff and their tenants. The contract term is for a period of one year, with four successive one year terms as options for renewal by MERC.

The Contractor is required to comply with all applicable Equal Opportunity Laws and Regulations, and shall be on the City of Portland's Equal Employment Opportunity approval list.

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.

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.

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

## **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 experience in the operation and management of peer-group security services or comparable security services.
2. Proposer must have and use a competent local manager with direct management experience in peer-group security services or comparable security services.
3. Proposer shall provide a record of efficient, courteous and satisfactory performance of previous contractual obligations as evidenced by references provided by the Proposer at the time of proposal submittal.
4. Proposer must certify that Proposer is fully competent and can provide the necessary personnel directly supervised by proposer and properly equipped to perform the duties required by the Metropolitan Exposition-Recreation Commission (MERC) in the attached SPECIFICATIONS for peer-group security. (A labor force of 65-70, with some exceeding 100, persons is common at rock concerts.) Proposer must also demonstrate the ability to effectively train adequate numbers of people for these types of services.

## **B. PROPOSALS**

The proposal shall include:

1. A statement of the Proposer's background and expertise in connection with peer-group security services or comparable security services.
2. A completed Reference Questionnaire.
3. A completed Financial Statement.
4. Certification of equipment on hand.
5. A current, valid insurance policy on which Metro, 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.
6. The per-hour per-person charge at which the Proposer will provide the peer-group security personnel services as specified by MERC.

## **C. SUBMISSION OF REQUIREMENTS**

Five copies of all proposals must be submitted in a sealed envelope marked "PRE QUALIFICATION PROPOSAL - PEER-GROUP SECURITY SERVICES, METROPOLITAN EXPOSITION-RECREATION COMMISSION", and delivered to or mailed to Chris Bailey, Metropolitan Exposition-Recreation Commission, P.O. Box 12210, Portland, Oregon 97212 (for mailing) or 777 NE MLK Blvd, Portland, Oregon 97232 (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.

**NOTE:** If selected, a written training manual(s), complete with names and credentials of instructors and organizational/operational procedures, must be furnished to MERC a minimum of one week prior to the oral interview.

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 separate and apart from any other documents, and marked EXHIBIT "A", "B", "C" and "D" completed by the Proposer.

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 described peer-group security services and its cost by personal examination of the site(s), and by such other means as they may choose. A tour of the facilities will be conducted for interested parties on March 24, 1993. Proposers should be at the Oregon Convention Center King Board Room by 9:00am. All questions regarding the agreement will be answered at that time only.

**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 peer-group security services in accordance with the qualifications set out in these documents. MERC reserves the right, at any time during the selection process, to negotiate with any of the Proposers for the amount to be paid per hour for peer-group security personnel services.

**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 Convention Center 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.

**L. AGREEMENT FOR PEER-GROUP SECURITY SERVICES**

Proposer must be willing to sign the agreement for peer-group security services attached hereto, and, by proposing, agrees to the terms therein.

**REQUEST FOR PROPOSALS**

**EXHIBIT "A"**

**PROPOSER'S QUALIFICATIONS**

**PEER-GROUP SECURITY SERVICES**

**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 PEER-GROUP SECURITY SERVICES

Proposer's years of experience relating to peer-group security services as set out in the specifications: **YEARS:** \_\_\_\_\_

Proposer's years of experience in providing peer-group security services in Proposer's present legal form of organization, that is, single proprietor, partnership or corporation: **YEARS:** \_\_\_\_\_

Local Manager's name and years of experience relating to peer-group security services as set out in the specifications:

**NAME:** \_\_\_\_\_ **YEARS:** \_\_\_\_\_

#### REFERENCES:

List five references your firm has worked for that can be contacted for each of the following categories:

1. major rock concerts
  2. inside sporting events
  3. outside sporting events
  4. concert hall events
  5. promoters
  6. exhibits/trade shows
- 
- A. Include the name of the facility, organization or firm for which the services were provided.
  - B. Describe the sizes of the functions, or events, in terms of number of people attending and the names of the particular facilities or events for which the peer-group security services were provided.
  - C. Provide the address(es) and telephone numbers (if possible) of serviced facility(ies) or event(s) or parties.
  - D. Briefly describe the type of services provided and size of labor force used.
  - E. Give the approximate date of each serviced event, or period of service at a particular facility.

**REQUEST FOR PROPOSALS**

**EXHIBIT "C"**

**CERTIFICATION OF EQUIPMENT ON HAND**

**PEER-GROUP SECURITY SERVICES**

Please list all equipment you presently own or have on order. List anticipated date of delivery on ordered equipment.

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

**PROPOSER**

**By:** \_\_\_\_\_  
**AUTHORIZED AGENT**

**REQUEST FOR PROPOSALS**

**EXHIBIT "D"**

**FINANCIAL PROPOSAL**

**PEER-GROUP SECURITY SERVICES**

The undersigned Proposer hereby proposes to provide peer-group security services for the Metropolitan Exposition-Recreation Commission (MERC) at all MERC facilities in accordance with MERC's Request for Proposals, Instructions to Proposers, and Peer-Group Security Specifications, for the sum of \$ \_\_\_\_\_ straight time, per-person hour worked.

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

PROPOSER

By: \_\_\_\_\_  
AUTHORIZED AGENT

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**SPECIFICATIONS**  
**EXHIBIT "B" OF AGREEMENT**  
**PEER-GROUP SECURITY SERVICES**

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

**Uniform**

All personnel employed by the Contractor shall be clothed, while on duty at the Metropolitan Exposition-Recreation Commission's (MERC) facilities, in a manner approved by MERC, in matching uniforms, t-shirts, or blazers for easy identification.

MERC shall have the right to provide uniforms of its own choosing for utilization by the Contractor's personnel.

**Training**

Each employee shall be provided a certificate of completion verifying that the employee has completed training in each of the areas listed below. A copy of each certificate shall be provided to MERC prior to assigning the employee to an event at a MERC facility:

- crowd psychology, management and control techniques
- public relations
- limited force ejection techniques
- laws of arrest
- MERC Rules and Regulations
- use of fire extinguisher
- legal complaint procedures
- court appearance and testimony
- MERC emergency procedures
- civil liability (Contractor & MERC)
- visual inspection techniques
- report writing
- CPR

## **Job Description/Responsibilities**

Peer-group security personnel may be required to perform the following (not all inclusive) functions at all MERC facilities:

1. Conduct a pre-entry inspection of all patrons when required to do so by the Metropolitan Exposition-Recreation Commission (MERC).
  - a. The pre-entry inspection shall consist of visually examining every patron and their possessions for the below listed items prohibited on MERC premises: cans, bottles, alcoholic beverages, illicite drugs, fireworks, weapons of any type.

Any patron carrying a prohibited item shall be required to dispose of the item prior to entry. Patrons not wishing to comply with the visual inspection requirement shall be refused entry into the facility and refunded the complete purchase price of their ticket. The patron shall be directed to the Box Office Manager for the refund.
2. Direct patrons bringing items not allowed by event promoter (cameras, tape recorders) to lock the items in their vehicle. At no time will valuable items be taken or stored by peer-group security personnel. All questions are to be directed to the Event Coordinator/House Manager on duty.
3. Enforce all MERC rules and regulations, and City ordinances including, but not limited to, those dealing with aisles, fire lanes and smoking.
4. Assist facility personnel with crowd ingress/egress.
5. Assist all patrons with any problems or direct them to the proper authority.
6. Secure all fire exits from unauthorized entry.
7. Shall act to prevent vandalism to the building and its equipment.
8. Evict any person refusing to comply with MERC rules and regulations or City ordinances. If necessary, effect an arrest of any person violating state or local statutes/ordinances.
9. Utilize only limited physical force in performing their duties and only when absolutely required to do so.
10. At no time utilize foul or obscene language towards a patron, employee, or tenant of MERC.



11. Cooperate fully with MERC personnel and local law enforcement officials.
12. Prepare a written report to justify all arrests and be prepared to justify all evictions made in and around MERC facilities and truthfully testify in a court of law in regard to that arrest and/or eviction.
13. Take a photograph of each and every person evicted from or arrested on MERC premises.
14. Any other duties that may be required by MERC's designated representative.

### **Contractor Responsibilities**

When assigning personnel to MERC facilities, assign a competent supervisor responsible for the direct supervision of all scheduled personnel. Supervisory personnel must be responsive to the facility Director or designated representative's immediate needs and carry out appropriate assignments expediently.

All personnel must be briefed and at their assigned posts at the scheduled work time. A typed personnel sign-in sheet with the name of each working person and their assigned location must be presented to the Facility Events Manager 24 hours prior to the scheduled event. This sheet shall be maintained at the designated entrance and all personnel must sign in and sign out with a designated MERC employee prior to entering or exiting the facility. The sign-in sheet shall be the property of MERC and shall be used as the sole source to indicate hours expended by the peer-group security Contractor.

The Contractor shall not allow any of its employees to carry any type of firearm, nightstick or baton, or any type of slugging device or weapon, including chemical agents. A flashlight, no longer than a 3-cell, is the only service device permitted by MERC.

The Contractor must provide at the Contractor's expense, instant display (Polaroid) cameras, with which the Contractor shall take photos of all persons ejected or arrested by the Contractor's personnel. Each such photo must show all persons involved in the incident, including Contractor's personnel. MERC shall pay the Contractor \$1.00 for each such photo, upon delivery.

The Contractor shall be alert to specific needs for court case development arising from activities within MERC facilities.

All Contractor personnel are expected to familiarize themselves with the general layout of all MERC facilities (ingress and egress, fire exits, seating sections, restrooms, concessions, first aid, offices, etc.).

The Contractor shall provide two-way portable radios for use by peer-group security personnel assigned to MERC facilities. The radios must be capable of transmitting and receiving from within any area of the contracted locations.

The Contractor shall provide for each and every person in his/her employ an identification badge containing the following information:

1. picture of employee
2. date of birth and social security number
3. date of hire
4. employee signature

The Contractor must be registered as an Equal Opportunity Employer and must adhere to those standards at all times while under contract to MERC.

**AGREEMENT****FOR PEER-GROUP SECURITY SERVICES**

THIS AGREEMENT IS MADE June 15, 1993 between Metro, a municipal corporation, 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 date April 5, 1993 which was accepted by MERC at its meeting of May 12 (Exhibit "A").
2. Peer security SPECIFICATIONS, prepared by MERC and dated April 9, 1993 (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 Portland Civic Stadium, the Portland Center for the Performing Arts, the Oregon Convention Center, and any future facility that MERC may manage. However, in no way shall this agreement be construed as guaranteeing Contractor any specific amount of work, or guaranteeing that MERC shall continue to operate the above mentioned facilities. It is agreed that MERC may cease to operate any of these facilities without breaching this agreement. All personnel shall be equipped and trained as specified by MERC in EXHIBIT "B" to this Agreement. All services shall be monitored by the MERC Facility Events Manager 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 a designated representative at the premises to which this contract relates. The Contractor or its designed representative shall be available at all reasonable times to confer with Agents of MERC with respect to service 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 Oregon Convention 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, provided, however, that nothing herein shall be construed as creating any third party beneficiaries; this agreement is solely for the benefit of MERC, and may only be enforced by MERC.

**Target Area Boundary Designation:**

North Boundary: Columbia Boulevard

East Boundary: 42nd Avenue

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 is unemployed.

**COMPENSATION; BILLING:**

1. (a) MERC shall pay the Contractor the sum of \$9.00 per-hour per-person for the 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, 1993 and ending on June 30, 1994.
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.
  - d. Renewal shall not imply that all of the facilities currently operated by MERC shall continue to be operated by MERC during any renewal period.

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, and their officers, agents and employees from any and all claims, demands, action, and suits for damage to property or personal injury including but not limited to costs and attorney fees, 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 \$1000,000 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 Exposition-Recreation Commission, Metro, 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 canceled without thirty (30) days written notice first being given to MERC. If the insurance is canceled 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 contact.

- (b) The Contractor shall maintain on file with MERC and Metro'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 Metro 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 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 Metro 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 Metro General Counsel in the amount of \$10,000, 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 Metropolitan Exposition-Recreation Commission in care of the General Manager, P.O. Box 12210, Portland, Oregon 97232.

Notices by MERC to the Contractor hereunder shall be in writing to: Coast To Coast Event Services, Inc.  
c/o Douglas Peach, President  
3223 SW Front Avenue  
Portland, Oregon 97201

**EMPLOYMENT STANDARDS:**

1. The services to be performed under this Agreement shall be performed by carefully selected and trained employees in conformity with accepted peer-group 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 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), Metro, the City of Portland, its Exposition-Recreation Commission, and their officers, agents and employees against all claims, demands, actions, and suits (including all attorneys' 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 Metro or MERC and are not eligible for any benefits through Metro 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 5 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 five (5) year period established by the 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.

**ENTIRE AGREEMENT, MODIFICATION AND AMENDMENT:**

1. This Agreement is the entire Agreement between the parties. The Agreement may not be modified or amended except in writing signed by both parties.

EXECUTED IN FIVE COPIES on June 7, 1993

Coast To Coast Event Services, Inc.

By   
Douglas Peach, President


Business License No. 261501

METROPOLITAN EXPOSITION-RECREATION COMMISSION

By   
Patrick LaCrosse, General Manager

APPROVAL AS TO FORM:

Daniel B. Cooper, General Counsel  
Metro

By   
Mark B. Williams, Senior Assistant Counsel  
Metro