

**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**RESOLUTION NO. 93-1**

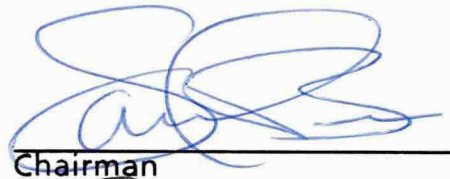
Authorizing the General Manager to enter into a Marketing Services Agreement with the Portland Metropolitan Sports Authority effective July 15, 1993.

**The Metropolitan Exposition-Recreation Commission finds:**

1. That this Agreement is necessary to establish a working relationship between the Commission and PMSA for the purpose of marketing Portland and MERC facilities as it relates to sports events nationally and internationally;
2. That this Agreement will facilitate and encourage new events, franchises and sporting activities that will utilize MERC facilities;
3. That the Portland Metropolitan Sports Authority is the recognized group who will represent Portland in the Marketing to Sports related organizations;
4. That the MERC Commission has the authority and funds to enter into such an Agreement.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition-Recreation Commission authorizes the General Manager to negotiate and enter into a Marketing Services Agreement with the Portland Metropolitan Sports Authority.

Passed by the Commission on July 14, 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:**           **MARKETING AGREEMENT BETWEEN MERC COMMISSION  
AND THE PORTLAND METROPOLITAN SPORTS AUTHORITY**

Resolution No.           93-1          

Date:           July 14, 1993          

Presented by:           Jeffrey A. Blosser          

**Background and Analysis:** The Metro Council established a Metropolitan Sports Authority Task Force to develop a plan to create a sports promotion entity with the main focus of promoting and marketing Portland as a destination for international and national sporting events and activities. MERC approved by resolution on November 18, 1992 a procedure to fund initial start costs for the authority (\$25,000) as well as an additional \$25,000 to be allocated with the establishment of a contractual relationship between the MERC Commission and the Portland Metropolitan Sports Authority.

**Fiscal Impact:** \$25,000 to be allocated from the Oregon Convention Center Sales and Marketing Budget from Professional Services.

**Discussion with Commission Liaison:** Commissioner Waker has received and reviewed a copy of the proposed agreement and also is a member of the PMSA board.

**Recommendation:** Staff recommends the approval of the attached Marketing Services Agreement and the allocation of \$25,000 to the Portland Metropolitan Sports Authority from the Oregon Convention Center marketing budget.

## MARKETING SERVICES AGREEMENT

THIS AGREEMENT dated this 14th day of July, 1993, is between the METROPOLITAN EXPOSITION-RECREATION COMMISSION [hereinafter referred to as "COMMISSION"], which was established by METRO, a municipal corporation, and whose address is 600 N.E. Grand, Portland, Oregon 97232, and the PORTLAND METROPOLITAN SPORTS AUTHORITY [hereinafter referred to as "CONTRACTOR"] whose address is 500 N.E. Multnomah, Suite 890, Portland, Oregon 97232, for the period of July 1, 1993, through June 30, 1994.

### WITNESSETH:

#### 1. CONTRACTOR AGREES:

- A) To perform the services for the COMMISSION as described in the Scope of Work attached hereto;
- B) To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
- C) To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, as if such provisions were a part of this Agreement;
- D) To present to the COMMISSION semi-annual progress reports on CONTRACTOR's marketing and operational activities.
- E) To indemnify and hold the COMMISSION, Metro, and their agents and employees harmless from any and all claims, demands, damages, actions, losses and expenses including attorney's fees, arising out of or in any way connected with its performance of this Agreement; and
- F) To comply with any other "Contract Provisions" attached hereto as so labeled.

**2. THE COMMISSION AGREES:**

A) To pay CONTRACTOR for services performed in the maximum sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and in the manner and at the time designated in the Scope of Work, as set forth in the FY 1993-94 operating budget of the COMMISSION adopted in Resolution No. 22 on November 18, 1993;

B) To provide marketing support to the PORTLAND METROPOLITAN SPORTS AUTHORITY in bidding for and coordination of bona fide sports events such as professional and amateur athletic competitions, and sports conventions, symposia and trade shows in conjunction with current marketing efforts.

**3. BOTH PARTIES AGREE:**

A) The term of this Agreement shall be for the period commencing July 1, 1993, through and including June 30, 1994;

B) That the COMMISSION may terminate this Agreement upon giving CONTRACTOR thirty (30) days' written notice without waiving any claims or remedies it may have against CONTRACTOR;

C) That, in the event of termination, the COMMISSION shall pay CONTRACTOR for services performed and materials delivered prior to the date of termination; but shall not be liable for indirect or consequential damages;

D) That, in the event of any litigation concerning the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court;

E) That this Agreement is binding on each party, its successors, assigns and legal representatives and may not, under any condition, be assigned or transferred by either party;

F) That this Agreement may be amended only by the written agreement of both parties; and

G) That the Commission and Contractor have delegated authority to the General Manager and Executive Director, respectfully to execute this Agreement.

PORTLAND METROPOLITAN  
SPORTS AUTHORITY

By: Craig Honeyman  
EXECUTIVE DIRECTOR  
Craig Honeyman

Date: 7-19-93

THE METROPOLITAN EXPOSITION-  
RECREATION COMMISSION

By: [Signature]  
GENERAL MANAGER

Date: 7/22/93

APPROVED AS TO FORM:

Daniel B. Cooper, General Counsel

By: [Signature]  
Mark B. Williams  
Senior Assistant Counsel

## **SCOPE OF WORK**

This scope of services outlines the efforts by the CONTRACTOR to establish national and international marketing activities for the COMMISSION and its managed facilities for a period of twelve months from July 1, 1993 to June 30, 1994. This marketing project will be conducted by the CONTRACTOR under direction of the CONTRACTOR's Executive Director.

**1. CONTRACTOR will provide the following services:**

A) To establish a working relationship between the COMMISSION and CONTRACTOR and through the CONTRACTOR with other sports marketing agencies in the region, for the purpose of expanding and developing the usage of assembly facilities under management by the COMMISSION.

B) To create networks between the COMMISSION through the CONTRACTOR to national and international sports governing bodies which result in an expanded sports entertainment offering to the citizens of the region.

C) To facilitate a mechanism giving the region the ability to solicit, attract, coordinate, and promote major sporting events for the metropolitan area.

D) To assist and encourage efforts within the region to attract professional sports franchises.

E) To assist in the long-term planning for future sports facilities to enhance our region's ability to secure sporting events and activities.

F) To make at least semi-annual reports to the COMMISSION on its marketing efforts and material produced relative to its on-going purpose.

G) To create a sports database of information relative to sports' governing bodies and events they conduct including facility specifications, timeline, etc.

## **2. COMPENSATION**

A) The COMMISSION shall pay CONTRACTOR up to a maximum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for performing the required marketing services of this agreement.

B) Payment for services will be made in quarterly installments after receiving the appropriate invoice for services.

## **3. COORDINATION AND COMMUNICATION**

A) For the term of this agreement and any other future agreements, the CONTRACTOR will make available one position on its board to the COMMISSION. The COMMISSION Chair shall appoint for the term of each contract year the individual to serve as the COMMISSION representative on the PORTLAND METROPOLITAN SPORTS AUTHORITY board.

B) CONTRACTOR will meet with the COMMISSION staff as requested in order to review effort and discuss marketing strategies.

## **4. EXTENSIONS**

The COMMISSION at its sole discretion may extend this contract for at least two one-year terms. Conditions and compensation shall be negotiated and agreed upon by the parties prior to the approval of any extension.