

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 94-1

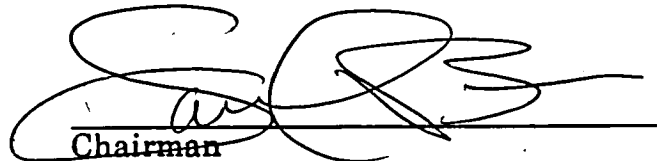
Authorizing the Chairman and Secretary/Treasurer to execute a Convention Delegate Marketing Services Agreement with the Oregon Tourism Alliance (OTA), wherein OTA will provide a marketing program to convention delegates of the Oregon Convention Center for the Metropolitan Exposition-Recreation Commission (Commission) for the period of July 1, 1993 to June 30, 1994.

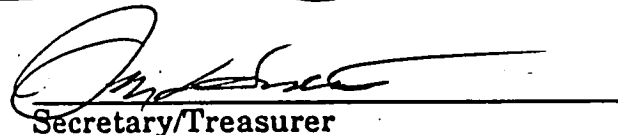
The Metropolitan Exposition-Recreation Commission finds:

1. That on May 12, 1993, the Commission passed Resolution No. 227 authorizing the General Manager to contract with the Oregon Tourism Alliance to provide convention services for groups utilizing the Oregon Convention Center;
2. That the MERC staff has prepared the attached Convention Delegate Marketing Services Agreement and recommends that it be executed on behalf of the Metropolitan Exposition-Recreation Commission for the period of July 1, 1993 to June 30, 1994;

BE IT THEREFORE RESOLVED that the Chairman and Secretary/Treasurer are hereby authorized on behalf of the Metropolitan Exposition-Recreation Commission to execute the Convention Delegate Marketing Services Agreement for the Oregon Convention Center, which is attached to this Resolution.

Passed by the Commission on January 12, 1994.


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: Approval of OTA Marketing Services Agreement

Resolution No. 94-1

Date: January 12, 1994 Presented By: Jeffrey A. Blosser

Background and Analysis: An RFQ process resulted in the selection of the Oregon Tourism Alliance as the most qualified respondent for the Convention Delegate Marketing Services last April. In May of 1993, the Commission passed a resolution authorizing the General Manager to contract with the Oregon Tourism Alliance to provide such services. The actual contract negotiations were delayed until the Minority Marketing and POVA contract issues were resolved.

Fiscal Impact: Approved budget amount of \$35,000 for Fiscal Year 1993-94. Contract is for an amount not to exceed \$35,000.

Discussion with Commission Liaison and/or User Group(s): The OCC Liaison Committee was part of the selection process as well as recommending vendor selection be approved by resolution at the May 12 MERC Commission Meeting.

Recommendation: Staff recommends that the MERC Commission approve the Convention Delegate Marketing Agreement with Oregon Tourism Alliance.

CONVENTION DELEGATE MARKETING SERVICES AGREEMENT

THIS AGREEMENT dated this 14 day of December, 1993, is between the METROPOLITAN EXPOSITION-RECREATION COMMISSION [hereinafter referred to as "COMMISSION"], and the OREGON TOURISM ALLIANCE [hereinafter referred to as "CONTRACTOR"], for the period of July 1, 1993, through June 30, 1994.

WITNESSETH:

CONTRACTOR AGREES:

1. For the period July 1, 1993 to June 30, 1994, to perform the services and deliver to the COMMISSION the materials described in the Scope of Work attached hereto; for subsequent fiscal years the Scope of Work shall be modified as provided for herein;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work;
3. To comply with all applicable 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;
4. To maintain records relating to the Scope of Work on a generally recognized accounting basis and to make said records available to the COMMISSION at mutually convenient times;
5. To present to the COMMISSION quarterly and year-end progress reports on CONTRACTOR's budget, marketing activities and response goals.
6. To present to the COMMISSION a three year budget pro forma and strategic management plan that describes the necessary funding levels for consideration by the COMMISSION.
7. To defend, indemnify and hold the COMMISSION, Metro, and their officers, 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 or the fact of this Agreement; and

8. To comply with any other "Contract Provisions" attached hereto as so labeled.

THE COMMISSION AGREES:

1. For the period July 1, 1993 to June 30, 1994, to pay CONTRACTOR for services performed and materials delivered in the maximum sum of THIRTY FIVE THOUSAND and NO/100THS DOLLARS (\$35,000.00) 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. 227 on May 12, 1993; for subsequent fiscal years, payments to CONTRACTOR shall be determined as provided for herein;

2. To be a member of the Oregon Tourism Alliance representing the COMMISSION and Metro in the area of Convention Delegate Marketing. Payment of dues to be part of this Agreement and amount, if any, for future years to be determined by CONTRACTOR and COMMISSION.

BOTH PARTIES AGREE:

1. The term of this Agreement shall be for the period commencing July 1, 1993, through and including June 30, 1994. The COMMISSION, at its discretion, may extend this contract for two one-year terms for the periods of July 1, 1994 - June 30, 1995 and July 1, 1995-June 30, 1996.

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

3. 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;

4. 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. In the event that a party employs in-house Counsel, or, if COMMISSION uses the services of Counsel supplied to it by Metro, such a party, if prevailing shall be entitled to the full reasonable market value of its attorney's services;

5. That the services of CONTRACTOR are unique, and that therefore CONTRACTOR may not, under any condition, assign or transfer this Agreement or any portion of it without the express written permission of COMMISSION. Subject to the foregoing, this Agreement shall be binding on each party, its successors, assigns and legal representatives; and

6. That this Agreement may be amended only by the written agreement of both parties.

7. That this is the entire Agreement between the parties, and supersedes any and all prior oral or written agreements, discussions, or representations.

8. That, in the event of a dispute or disagreement concerning COMMISSION policies, practices, or marketing needs, the decision of the COMMISSION shall be final and binding on the parties.

OREGON TOURISM ALLIANCE

**THE METROPOLITAN EXPOSITION-
RECREATION COMMISSION**

By: _____
OTA BOARD CHAIRMAN

By: _____
CHAIRMAN

Date: _____

By: _____
SECRETARY/TREASURER

APPROVED AS TO FORM:
Daniel B. Copper, General Counsel

Date: _____

Mark B. Williams, Sr. Assist. Counsel

CONTRACT PROVISIONS

I. Determination of Scope of Work for Fiscal Years 1994-1995 and 1995-1996:

A. By November 1, 1994 and November 1, 1995, CONTRACTOR shall provide COMMISSION'S General Manager, or his designee, with preliminary estimates of a budget and Scope of Work for the subsequent fiscal year.

B. Thereafter, CONTRACTOR and COMMISSION shall negotiate in good faith to develop a Scope of Work and budget with a goal of approving a final Scope of Work and budget at the COMMISSION'S first meeting in January.

C. The Scope of Work for Fiscal Year 1994-1995 and 1995-1996 shall be as adopted by the COMMISSION in its annual budget process subject to formal approval and adoption of the COMMISSION'S budget and as agreed to by CONTRACTOR. Failure of the COMMISSION to adopt a budget or approve a Scope of Work agreed to by CONTRACTOR for a subsequent fiscal year shall cause this Agreement to terminate at the end of the current fiscal year.

II. First Opportunity Program

To the maximum extent possible, CONTRACTOR shall provide a first opportunity hiring program for all positions funded pursuant to this contract. The program shall be consistent with the COMMISSION's adopted first opportunity hiring program and shall offer employment opportunities to the target area as defined by the COMMISSION. CONTRACTOR's program shall be approved by COMMISSION's General Manager or his designee.

SCOPE OF WORK

This scope of services outlines tasks and budget requirements for a marketing program to convention delegates that benefit Oregon Tourism and Attraction Destinations. This program will cover work for the period of July 1, 1993 to June 30, 1994. The project will be conducted by the CONTRACTOR under the direction of the CONTRACTOR'S Board Chairman.

SERVICES/PRODUCTS PROVIDED:

CONTRACTOR will provide the following services and/or products:

1. Identify forty (40) national and international Conventions with total attendances of over 15,000.
2. Mail out postcards three weeks prior to actual convention date of those identified as potential respondents.
3. Design, create, print and mail, at a minimum, 30,000 Direct Mail Postcards.
4. Place advertising in association publications to attract out-of-town visitors through the Convention Delegate Program.
5. Create and maintain monthly response reports by conventions.
6. Act as a referral information agent for the area covered by the Oregon Tourism Alliance.
7. Manage the program and meet with the Oregon Convention Center staff as needed through the term of this Agreement.
8. Maintain contacts and communications between and with the Portland Oregon Visitors Association and the Oregon Convention and Visitor Services Network as well as including the Oregon Convention Center Sales Staff as necessary and requested by the COMMISSION.

COMPENSATION

1. The COMMISSION shall pay CONTRACTOR up to the maximum of THIRTY-FIVE THOUSAND DOLLARS AND NO/100 (\$35,000.00) for CONTRACTOR'S actual and reasonable costs in performing this Agreement according to the following provisions.

2. CONTRACTOR'S budget for the performance of services under this Agreement is \$35,000. The budget breakdown for major project elements is shown below:

Printing of 30,200 Direct Mail Postcards	\$ 7,756.50
Mailing of 30,200 Direct Mail Postcards (Includes pre-coding each postcard with name of convention for tracking response rate)	\$10,582.50
Place of Ads in Larger Association Publications (In lieu of mailing postcards)	\$ 1,275.00
Mailing of 7500 NW Oregon Travel Guides (To those returning postcards, answering an ad)	\$ 6,115.00
Monthly Response Reports by Convention	\$ 1,021.00
MERC/OCC OTA Dues	<u>\$ 8,250.00</u>
TOTAL	<u>\$35,000.00</u>

3. Payment will be made on a quarterly basis as an advancement on anticipated expenditures over the coming three months. On the 20th of each month, beginning a calendar quarter, the CONTRACTOR shall submit and invoice accompanied by financial statements and a short report summarizing progress. The invoice shall:

a. Summarize and document actual and reasonable costs incurred by major element identified under this Agreement as of the most recent accounting period.

b. Summarize all past payments made to CONTRACTOR under this Agreement.

c. Calculate the difference between past payments and actual expenses under this Agreement.

d. Estimate the costs to be incurred under this Agreement during the succeeding quarter, broken down by major project elements. (The invoice in advance of the first quarter's activities will contain this information only,)

e. Calculate a total due from the COMMISSION as the difference of (c) and (d) as described above.

4. CONTRACTOR shall maintain records which comply with generally accepted accounting practices to support all estimated billings and subsequent spending. CONTRACTOR shall maintain records documenting actual time spent on Oregon Convention Center work.

5. Expenditures shall be documented as appropriate, such as by itemized invoices from advertising agencies, printers and market research firms. All expenditures made by CONTRACTOR pursuant to this Agreement shall be reasonable under the circumstances.

SUBCONTRACTED WORK

When any subcontractors are retained to be used in the performance of this Agreement, CONTRACTOR agrees to comply with all relevant provisions of the COMMISSION'S approved Purchasing Guidelines, including Metro's MBE/WBE/DBE program which has been adopted by the COMMISSION by reference.

REVIEWS

CONTRACTOR will report, as outlined in Paragraph 5, under "Contractor Agrees" of Convention Delegate Marketing Services Agreement, to the COMMISSION with respect to progress on the tasks outlined above including quarterly sales reports, budget reports and DBE/WBE participation. CONTRACTOR

will meet with the COMMISSION staff as requested in order to review draft materials and plans to preview all advertising, collateral and direct mail materials prior to their public release.

COORDINATION AND COMMUNICATION

The CONTRACTOR will closely coordinate activities under this Agreement with the COMMISSION staff, particularly the Convention Center Marketing staff and OCC Facility Director. Coordination will be achieved by such means as:

- ▶ Regular sales meetings.
- ▶ Coordination with sales staff to follow up leads.
- ▶ Coordination of bookings.
- ▶ Marketing meetings at key points in development of advertising and collateral materials.
- ▶ Coordination of sales efforts at national conventions and trade shows.
- ▶ Other communication as needed.
- ▶ Coordination of computerization, both at the Convention Center and CONTRACTOR'S office, as well as the sharing of information as a result of the computer linkage.

OREGON TOURISM ALLIANCE

MEMORANDUM

October 11, 1993

TO: Jeff Blosser, Director
Oregon Convention Center

OCT. 13. 1993

FR: Mary McArthur

RE: Oregon Tourism Alliance Convention Delegate Marketing Program

Sorry for the delay getting back to you on the Convention Delegate Marketing Program budget and work plan. We caught POVA in the middle of drawing up their 1994 convention list and had to wait until it was completed. Working with POVA, we have identified 40 conventions that are 1) National or International in scope, and 2) Number of room of total rooms requested are at least half the number of estimated attendance.

The total attendance for the 40 conventions is expected to be approximately 15,100. We plan on sending twice as many postcards as attendees - assuming the number of attendees is half the number of members on a group's mailing list.

The list of conventions start in April, 1994, as we send out postcards three months prior to the actual convention date. POVA only had through October, 1993 for our review. The list of convention is not carved in stone. If you know of others, or think we should not pursue one on the list, let us know. We are flexible, even mid-point through the year.

I have based the budget on last year's actual expenses. Last year we sent out 26,637 postcards and 7508 NW Oregon Travel Guides. Although we are planning on sending more postcards out this year, I have left the budget at last year's costs. We will try using a combination of cost containment and OTA member dues to absorb any additional costs. OTA has already spent \$3,500 on convention delegate marketing since July, 1993 - which is not included in the proposed budget.

We are pleased to be working with the Oregon Convention Center and MERC on this project. We look forward to exploring enhancements to the convention delegate marketing program as your other marketing and training programs develop. If you have any questions regarding the budget and workplan/convention list, give me a call at 228-5565.

cc Bill Baker, OTA Board Chair

c/o Portland/Oregon Visitors Association • 25 SW Salmon • Portland, OR 97204 • 228-5565

CLACKAMAS, CLATSOP, HOOD RIVER, MULTNOMAH, TILLAMOOK, WASHINGTON, YAMHILL
CITY OF PORTLAND, METROPOLITAN SERVICE DISTRICT, PORT OF PORTLAND

NORTHWEST OREGON
Things look Different Here.

Funded in part by the Oregon Lottery

Convention	Date	Attendance Size
State & Local Government Benefits Association	4/94	175
Association of Death Education and Counseling	4/94	650
Clowns of America International	4/94	Provided 100 postcards to them
Salvation Army-National Advisory Board	4/94	75
Inland Rivers Ports & Terminals	4/94	100
Int'l Assoc. of Weighing & Measurement	5/94	Sending 1800 labels & ad in programs
American Iris Society	5/94	600
Society of Wetland Scientists	5/94	500
American Bar Assoc. - Young Lawyers Division	5/94	300
Environmental Mutagen Society	5/94	550
The Greater St. Petersburg Area Original 2nd Time Arounders Marching Band	6/94	400
Assoc. of Telemessaging Services International	6/94	700
National Association of Real Estate Editors	6/94	60
Delta Chi Sigma	6/94	125
Sigma Phi Gamma	6/94	550
US Conference of Mayors	6/94	1,500

Society for Nutrition Education	7/94	700
Institute of Scrap Recycling Industries	7/94	400
International Conference of Police Chaplains	7/94	400
National Association for the Advancement of Science	7/94	2,500
Highway Geology Symposium	8/94	150
USS Ranier	8/94	100
Rural Sociological Society	8/94	400
Society for St. Vincent DePaul	8/94	1000
Enlisted Association of the National Guard	8/94	Gave 1000 postcards
National Association of S Gaugers	8/94	150
National Association of Emergency Medical Services Physicians	8/94	200
National Electronic Sales & Service Dealers	8/94	650
National Conference for Advanced Research	9/94	150
National Federation of Federal Employees	9/94	300
International Packaged Concrete Manufacturers Assoc.	9/94	100
Society of Healthcare Executive Assistants	10/94	100
Assoc. of Science & Technology Center	10/94	Ad in 1993 convention guide

National League of Nursing Council	10/94	1500
Professional & Organizational Development Network in Higher Education	10/94	350
National Orientation Directors Assoc.	10/94	400
American Association of Cardiovascular and Pulmonary Rehabilitation	10/94	1,100
Edison Electric Institute	10/94	110
Association for Computing Machinery	10/94	2,000
International Gas Turbine Institute	10/94	500