

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 94-18

Authorizing the Chairman and Secretary/Treasurer to execute a contract renewal option which will provide for the immediate and continued parking lot management services at the Portland Metropolitan Exposition Center.

The Metropolitan Exposition-Recreation Commission finds:

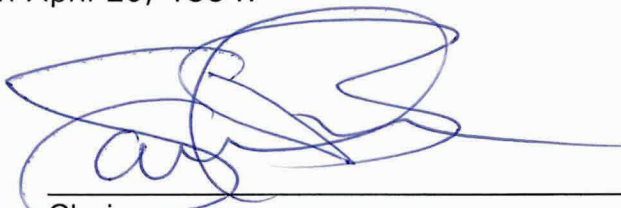
1. That the initial term of the parking lot management agreement executed between Multnomah County and Metro Auto Park expired March 31, 1994;
2. That it is in the best interest of MERC and on the behalf of Expo to continue such service with the contractor of record;
3. That under the aegis of the Intergovernmental Agreement between Multnomah County and Metro, MERC is authorized to administer such contracts;
4. That the contract revisions contained in the MERC Staff Report are prudent and consistent with MERC business practice;
5. That time is of the essence to avoid cessation of parking lot management and fee collection services at the Expo;


BE IT THEREFORE RESOLVED that the Chairman and Secretary/Treasurer are authorized to execute the contract renewal option provided for in Metro Contract #913560 and that such renewal includes revisions contained in the associated MERC Staff Report.

Passed by the Commission on April 20, 1994.

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

By: 
Mark B. Williams
Sr. Assistant Counsel


Chairman


Secretary/Treasurer

ADDENDUM TO PARKING LOT MANAGEMENT AGREEMENT

Between the Metropolitan Exposition-Recreation Commission and Metro Auto Park

**Contract ID: Metro Contract No. 913560
(Formerly Multnomah County Contract No. 301953)**

This addendum is agreed to between Metro Auto Park and the Metropolitan Exposition-Recreation Commission to revise and amend the above referenced contract as follows:

1. The Metropolitan Exposition-Recreation Commission (MERC or Metro ERC) has taken over administration and operation of EXPO pursuant to the Intergovernmental Agreement between Metro and Multnomah County, and this is hereby recognized by the parties.

2. TERMS OF CONTRACT shall change to read: The initial term shall be from date of execution to June 30, 1995, unless terminated earlier, with MERC retaining the right at its absolute discretion to exercise three (3) yearly renewal options.

At all times, MERC shall have the right to terminate the contract upon thirty days written notice to Metro Auto Park, at MERC's absolute discretion.

3. PAYMENTS AND COMPENSATION shall be changed to read: Metro Auto Park shall deposit, on a daily basis, one hundred (100) percent of all gross parking revenue received that day in an account approved by MERC and in accordance with procedures specified by MERC. Metro Auto Park shall, no less than twice monthly, receive eighteen (18) percent of such gross revenue as a parking lot management fee.


4. This addendum shall supersede and completely replace any previous contract extensions agree dot by Metro Auto Park and Multnomah County.

5. This addendum is subject to the condition that it shall automatically terminate if any court declares void or sets aside Multnomah County Contract No. 301953 and no party to the litigation involving that contract appeals.

6. Except as modified herein, all other terms and conditions contained in the original contract between Multnomah County and Metro Auto Park shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the 20th day of April, 1994.

METRO AUTO PARK


By: 

Title: President

**METROPOLITAN EXPOSITION-
RECREATION COMMISSION:**



Chair



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 staff recommendation for the Commission to exercise its renewal option to extend the Portland Metropolitan Exposition Center (Expo) parking lot management agreement with Metro Auto Park.

Resolution No.: 94-18

Date: April 20, 1994 **Presented By:** Chris Bailey

Background: In March 1993, Multnomah County entered into a parking lot management agreement with Metro Auto Parks (MAP) to collect parking fees and manage the Expo parking lot. The initial term of this agreement was for one (1) year, ending March 31, 1994, with four (4) one year renewal options. The agreement provides for a management fee of 18% gross parking revenues payable to MAP for contracted services.

As authorized by the Intergovernmental Agreement (IGA) between Multnomah County and Metro, MERC was directed to administer existing Multnomah County agreements which would extend beyond January 1, 1994, effective date of the IGA. Prior to this effective date however, MERC staff requested of Multnomah County to extend the parking lot agreement an additional year to March 1995. Although Multnomah County began the renewal process in 1993, the extension was not executed by Multnomah County until March 7, 1994, greater than two months following the beginning of MERC's contract administration authority.

This authority oversight was not realized by MERC staff however, until April 6, 1994. On April 7, 1994, MERC, through its General Manager, authorized MAP to continue, with one procedural exception, their previously contracted service, pending formal Commission approval, until April 30, 1994.

Discussion: Time is of the essence to formalize a parking lot management agreement renewal to be executed and in effect no later than May 1, 1994. MERC staff has had an opportunity to observe Metro Auto Park's contract compliance as well as their effective and professional relationship with Expo licensees and subcontractors. The service rendered exceeds standards and, except as revised below, it is recommended that the Commission approve a contract renewal to Metro Auto Parks.

Revisions to Contract:

Terms of Contract: The initial term shall be from date of execution to June 30, 1995 with MERC retaining the right to exercise three (3) yearly renewal options.

MERC STAFF REPORT

Expo Parking Management Contract Renewal

Page Two

The contract may be terminated at the absolute discretion of MERC upon thirty (30) days written notice to Metro Auto Park.

Payments and Compensation: Metro Auto Park shall deposit, on a daily basis, one-hundred (100) percent of all gross parking revenues received that day into an account and in accordance with procedures specified by MERC. Metro Auto Park shall, no less than twice monthly, receive eighteen (18) percent of such gross revenue as a parking lot management fee.

Recommendation: Staff recommends that the MERC Commission approve the Resolution to renew, with revisions, the parking lot management agreement with Metro Auto Park.



MULTNOMAH COUNTY OREGON

BEVERLY STEIN
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-6111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

March 4, 1994

Barbara Setterlund
Metro Auto Park
11919 N. Jantzen Avenue, Suite 352
Portland, OR 97217

RE: CONTRACT EXTENSION FOR PARKING LOT MANAGEMENT SERVICES
CONTRACT NO. 301953

This letter is to serve notice that Multnomah County is hereby exercising the option to extend the above referenced contract for the purchase of parking lot management services. The term of this extension shall be from April 1, 1994 through March 31, 1995.

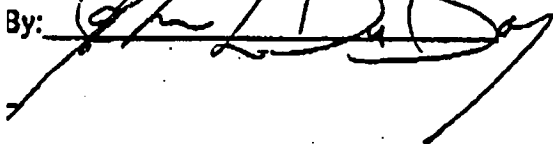
This renewal is subject to the condition that the contract shall automatically terminate if any court declares void or sets aside Contract No. 301953 and no party to the litigation appeals therefrom.

This option is exercised in accordance with the terms and conditions set forth in the original contract and is subject to all specifications as per RFP No. 2P0973, Contract No. 301953.

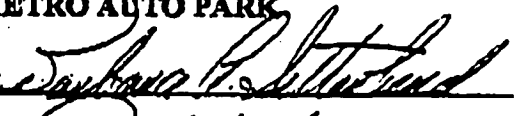
The Contract extension of the above referenced contract, is by reference incorporated herein and made a part thereof.

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: 

METRO AUTO PARK

By: 

Title: President

Date: March 4, 1994

MULTNOMAH COUNTY, OREGON

By: 

Beverly Stein

Title: County Chair

Date: 3/7/94



METRO

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From MERC

Date 2/24/94

METRO AUTO PARK
11919 N. JANTZEN AVE
SUITE 352

Department: _____

Subject

PORTLAND, OR, 97217

Division EXPO

Bid

Contract

Vendor no. _____

Name JIM WAXI

RFP

Other

Contract no. 913560

Title _____

Extension _____

Purpose PARKING LOT MGMT. SERV.

Expense

Procurement Personal/professional services Services (LM) Construction IGA

Revenue

Contract

Grant

Other

Budget code(s)

160-231509-374000

This project is listed in the
199__-199__ budget.

Yes Type A

No Type B

Price basis

Unit

Total

Other

Payment required

Lump sum

Progress payments

Term

Completion

Annual

Multi-year**

3/93
Beginning date

3/31/95
Ending date

Total commitment	Original amount	\$ _____
	Previous amendments	\$ _____
	This transaction	\$ _____
	Total	\$ _____
	A. Amount of contract to be spent fiscal year _____	\$ _____
	B. Amount budgeted for contract _____	\$ _____
	C. Uncommitted/discretionary funds remaining as of _____	\$ _____

Approvals

Division manager

Department director

Labor

Fiscal

Budget

Risk

Legal

CONTRACT # 301953

THIS AGREEMENT, made and entered into this _____ day of March, 1993, by and between the COUNTY OF MULTNOMAH, State of Oregon, hereinafter referred to as the County, and Metro Auto Park, 11919 N Jantzen Avenue, #352, Portland OR 97217, (503)283-1271.

Metro Auto Park shall provide management of the Expo Center parking lots. Those management services are required for the consumer/trade show (etc) schedule that takes the entire calendar year with the exception of the annual Multnomah County Fair, no more than ten days, traditionally in the latter part of July.

Metro Auto Park shall charge and collect from persons parking on Exposition Center Parking Lot the fees and charges thereto established by the Director of the Exposition Center and remit and deliver, on a daily basis, said monies to the Exposition Center Management or said representatives.

Terms of Contract

The initial term of the contract shall be for one (1) year from date of execution, with the county retaining the right to exercise four (4) yearly renewal options.

The contract may be terminated at the absolute discretion of the County upon thirty (30) days written notice to Metro Auto Park. Upon mutual consent of the parties, this contract may be cancelled upon thirty (30) days written notice by the party to the agreement seeking cancellation.

State Law Compliance

Metro Auto Park agrees to make payment promptly as due to all persons supplying Metro Auto Park with labor or materials for the prosecution of the work provided for in this contract, and that Metro Auto Park will not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, and agrees further that no person shall be employed for more than eight hours in any one day, or forty hours in any one week, unless in case of necessity or emergency, or where public policy absolutely requires it, and in such case to pay wages in accordance with the provisions of ORS 279.334 and ORS 279.338, where applicable.

Metro Auto Park agrees that should Metro Auto Park fail, neglect or refuse to make prompt payment of any claim for labor or services furnished by any person for the prosecution of the work provided for in this contract as said claim becomes due, whether said services and labor be performed for Metro Auto Park or a subcontractor, fail, neglect, or refuse to make all contributions or amounts due the State Industrial Accident Fund or to the State Unemployment Compensation Fund, and all sums withheld from employees due the State Department of Revenue, then and in such event the said County and the other proper officers representing said County may pay such claim or funds to the person furnishing such labor or services or to the State Industrial Accident Commission or to the State Unemployment Compensation Fund or to the State Department of Revenue and charge the amount thereof against funds due or to become due Metro Auto Park by reason of his said contract, but payment of any such claims in the manner herein authorized shall not relieve Metro Auto Park or their surety from its obligation with respect to any unpaid claims.

Metro Auto Park shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical or hospital care or other needed care and attention incident to sickness or injury to the employees of Metro Auto Park of all sums which Metro Auto Park agrees to pay for such services, and all monies and sums which Metro Auto Park may or shall have deducted from the wages of their employees for such services.

Assignment

Neither the resultant contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, contracted, or transferred by Metro Auto Park without the express written consent of Multnomah County.

Nondiscrimination In Employment

Metro Auto Park's attention is directed to the provisions of Oregon Revised Statutes, Chapter 659, prohibiting discrimination in employment

Americans With Disabilities Act

Metro Auto Park agrees to comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.

Recyclable Products

Metro Auto Park shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.

MWESB Participation

Multnomah County strongly encourages the participation of Minority, Women and Emerging Small Business Enterprises in this project.

Other Operator Requirements

Metro Auto Park shall agree to cooperate with Expo Center and other County management in assuring that the parking facility is operated in accordance with recommended procedures outlined in the February, 1989 audit of the Exposition Center, as conducted by the Multnomah County Auditor. In particular, the County shall be allowed to use, at its discretion, electric car counters for monitoring of parking lot activity and verification of activity levels reported by Metro Auto Park. Inventory control over parking tickets shall be maintained by Expo Center personnel, and cash receipts reported by Metro Auto Park shall be reconciled by Expo Center management with tickets sold and other reasonable internal control measures.

Employees of Metro Auto Park

Metro Auto Park's relationship to the County shall be that of an independent contractor.

- A. Metro Auto Park shall provide any and all equipment (excluding that set forth in paragraphs 3.2 and 3.3) necessary for the efficient and economical operation of the Exposition Center Parking Lot, to include fee display signs, cash registers, ticket spitters or dispensers and other expendable items used in connection with the Exposition Center Parking Lot. The ticket spitters shall be so equipped that they will time and date the tickets dispensed and record the number of tickets issued. Parking lot signs currently exist only at entrances to the parking lot area. The County will continue to provide these signs. The County does not have signs for use at the exits; however, the County reserves the right to add or withdraw signage pertaining to parking. If ticket spitters are used, the County will pay for the electrical wiring necessary to install.
- B. Metro Auto Park shall provide a telephone on the premises for easy accessibility to Metro Auto Park during operation of the parking lot.
- C. Metro Auto Park shall provide qualified, competent and uniform labor to manually operate the parking lot site of the Exposition Center. Uniform labor is defined as Metro Auto Park shall provide some form of identification in terms of clothing such as a jacket, shirt or cap that is acceptable to Expo Management. The item(s) must have the name Metro Auto Park in place(s) visible to the public. Such labor shall include, but not be limited to, sellers, spotters, change makers at the gate during rush periods, and such other personnel as may be required to conduct the parking of vehicles in a swift and efficient manner which shall include sufficient personnel to assist motorists in leaving the lot while providing for their personal security. Security personnel may be required in the parking lot during "some" shows, to be determined by Expo management. These shows may include, but are not limited to, gun shows and the Portland Swap Meet (April Auto Swap Meet). Security is to protect County property, to help facilitate the parking of cars especially when the lots are near full or when a significant turn-over is occurring or is anticipated. They need to be as mobile as their feet will make them or by scooter or other motorized conveyance, at the option of Metro Auto Park. They also must be able to communicate, by radio, with their assigned supervisor. Security is not required to make arrests, issue citations or in any other way impede the general public. However, they must have the capability to intervene where an eminent public safety hazard is occurring or can be anticipated. For the most part, security is to report violations of the law, City or County, to the proper and designated authorities. Incidents shall be reported both to the management of Metro Auto Park and Expo in writing, at the earliest convenience.
- D. Metro Auto Park shall have a supervisor on the premises while parking lot attendants are present during the operation of the Exposition Center Parking Lot.
- E. Metro Auto Park agrees that the employees, representatives and agents of Metro Auto Park shall at all times comply with the rules, regulations and orders for operation of the Exposition Center Parking Lot. Metro Auto Park further agrees to discharge any person employed by them in the operation of the right, license and privilege herein granted by the Contract, upon written notice from the County that such person is not

acceptable. Metro Auto Park does not have to terminate the employee from Metro Auto Park's overall business endeavors; however, Expo management reserves the right to exclude any employee of Metro Auto Park from working at the Expo Center under the terms of the contract (more specifically, but not inclusive, items 2.12 and 2.13 in the RFP).

- F. Metro Auto Park shall make no unlawful or offensive use of the Exposition Center Parking Lot which will in any way tend to create a nuisance or permit any nuisance which will in any way be a violation of the laws and ordinances of the County, the City of Portland or the Statutes of laws of the State of Oregon. Metro Auto Park shall not engage in nor permit any of its employees, agents, or servants to be engaged in any other activity than specified in the contract agreement. Metro Auto Park shall, at the expiration of the Agreement or upon sooner termination thereof, with written notice, quit and deliver up said premises and all future erections or additions to or upon the same to County or those having its estate in the premises peacefully, quietly and in as good order and condition, reasonable causes excepted as the same are now or may hereafter be placed during the term of the Contract.
- G. Metro Auto Park shall not suffer or permit any strip or waste of the premises or make or permit the erection of any structures of buildings thereon without first obtaining the written permission of the County.
- H. Metro Auto Park shall, at its expense, pay for any construction alteration or additions to any structure or building that may be made by it and authorized in writing by the County in or upon the Exposition Center Parking Lot during the term of this Agreement and will not permit any lien to attach to said building or structure, said land or other improvements thereon, on account of any construction or alterations and will comply at all times with the ordinances of the County and the City of Portland and other lawful regulations which may be made with respect to such buildings of structures and the use and occupancy of said premises.
- I. Metro Auto Park shall not assign, transfer, pledge hypothecate, surrender or otherwise encumber or dispose of this Agreement or any estate created by this Agreement, or any portion of the same, or permit any other person or persons, company or corporation to occupy the premises except as its customers in its operation of a public parking Lot upon Exposition Center Parking Lot without the written consent of the County first being obtained.
- J. That an agreement is personal to Metro Auto Park and its interest of any part thereof cannot be sold, assigned, transferred, seized or taken by operation of law or under or by virtue of any execution or other process, attachments or proceeding instituted against it or under or by virtue of any bankruptcy or insolvency proceeding had in regard to it or in any other manner except as mentioned herein.
- K. Metro Auto Park, in the operation of the Exposition Center Parking Lot, shall maintain the highest degree and standards of courtesy, polite and inoffensive conduct and demeanor on the part of its representatives, agents, servants and employees; and shall conduct its operations in an orderly and appropriate manner so as to be pleasing to customers, patrons and the public in or about the Exposition Center Parking Lot.

County Obligations

- A. County shall give advance written notice to Metro Auto Park of all shows and activities that are scheduled that may require staffing by Metro Auto Park for the operation of the parking lot facility at the Exposition Center.
- B. County shall supply parking ticket receipts when used.
- C. County shall provide heated attendant booths.
- D. County will maintain and repair for ordinary wear and tear at its own expense the attendant booths, paving, plumbing, drainage and overhead lighting fixtures necessary for the efficient operation of the Portland Exposition Center parking facility. The County will pay for the restriping of the parking lot and the directional arrows showing exits. Any alleged inadequacy of the lighting of the parking lots will be assessed and/or addressed at the discretion of Expo management.
- E. County will provide for the repair of all damages to the premises and improvements therein caused by patrons and exhibitors.

Records, Reports and Payments to County

- A. Definition of "Gross Revenue":

Gross revenue is defined in as including all income from parking fees, charges, or activities performed in connection with the County (Portland) Exposition Center Parking Lot. Parking fees and charges shall be set by the Exposition Center.

- B. Payments and Compensation:

The County portion of all parking revenue received by Metro Auto Park will be deposited at a local bank (choice of County) night deposit system at the end of each Parking, revenue receiving day. Metro Auto Park shall deposit eighty-two (82%) percent of all gross revenue into this account. Metro Auto Park shall retain eighteen (18%) percent as a management fee. Deposit slips and bank deposit bags shall be picked up the business day following the night deposit, and these will be submitted to the Expo Center. These deposit slips shall reconcile with the daily parking and ticket use report.

Operations Monitoring:

Metro Auto Park shall maintain at its office in Portland, Oregon, all books, ledgers, journals, accounts and federal income tax returns for the term of the contract; wherein are kept all entries reflecting the gross revenue of the parking facility. All such books and records shall be open for examination and audit during ordinary business hours by the County or its designee. On forms approved by County, Metro Auto Park shall provide the County with an annual operating statement of the parking facility prepared in accordance with generally accepted accounting principles and certified by Metro Auto Park as true and accurate. Metro Auto Park shall bear all investigative expenses where such investigation shows gross negligence by Metro Auto Park or its representatives in the handling of parking proceeds, or in the general operation of the lot.

D. Audit Notes:

Metro Auto Park shall comply with any and all Audit directives related to the performance of the contract from past or future County audits; or audits authorized or contracted by or for Multnomah County.

Insurance

- A. Metro Auto Park shall maintain such public liability and property damage insurance that will protect County and its representative from any and all claims for damage to property or personal injury, including death, which may arise from operating under the contract or in connection therewith. Such insurance shall provide minimum coverage for not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage in any one accident. Said policy shall be subject to the approval of County Legal Counsel as to the adequacy of protection and shall not be cancellable for any cause.
- B. / At all times when this agreement is in effect, Metro Auto Park shall have all of Metro Auto Park's employees working on the premises included hereunder covered by a Blanket Fidelity Bond which protects Multnomah County against property loss in a minimum amount of Fifty Thousand Dollars (\$50,000). Such bond shall name Multnomah County as the insured obligee. Evidence of such Blanket Fidelity Bond shall be filed with the Purchasing Director and shall be subject to approval by the County Legal Counsel.
- C. Metro Auto Park shall withhold and pay all taxes required by federal and state laws to be withheld and paid from employees salaries or wages.
- D. All persons handling money in regards to the operation of the Exposition Parking Lot MUST be bondable.

IN WITNESS WHEREOF, Metro Auto Park and the County have caused this contract to be executed by their duly authorized representative(s), all on the day year first written above.

COUNTY OF MULTNOMAH
State of Oregon

By: H. C. Higgins
County Executive
Purchasing Director

Reviewed by LAURENCE KRESSEL, County
Counsel for Multnomah County, Oregon

By: [Signature]
Assistant County Counsel

Metro Auto Park
Contractor

By: [Signature]
President 4-14-93

Title

93-0775953
Contractor ID#

Table C

ANNUAL PARKING ACTIVITY
PORTLAND EXPOSITION CENTER

<u>Type</u>	<u>1990</u>	<u>1991</u>	<u>1992</u>
General Parking	163,207	154,642	176,370
Preferred Lot (Exhibitor Lot)	44,983	46,621	47,497
Total Paid Parking	208,190	201,263	223,867
General Coupons	N/A	N/A	N/A
Preferred Coupons	N/A	N/A	N/A
Total Cars Parked	208,190	201,263	223,867

529,110
94,994
 624,104
 62,410
 savings going
 to hours



METROPOLITAN EXPOSITION-RECREATION COMMISSION

April 7, 1994

Ms. Barbara A. Sutterlund
President
Metro Auto Park
11919 N. Jantzen Avenue, Suite 352
Portland, Oregon 97217

RE: CONTRACT EXTENSION FOR PARKING LOT MANAGEMENT
MULTNOMAH COUNTY CONTRACT NO. 301953

Dear Ms. Sutterlund:

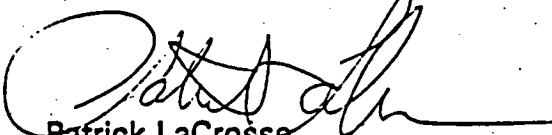
This letter is to serve notice that the Metropolitan Exposition-Recreation Commission is hereby exercising the option to extend the above referenced contract for parking lot management of the Portland Metropolitan Exposition Center. The term of this extension shall be from the date of execution through April 30, 1994. The Commission will acknowledge an additional extension through March 31, 1995, by way of a formal Resolution at its next meeting in April 1994.

Except as modified by the attached, this option is exercised in accordance with the terms and conditions set forth in the original Multnomah County contract and is authorized by the Intergovernmental Agreement between Metro and Multnomah County.

This contact extension of the above referenced contract, is by this reference incorporated herein and made a part thereof.

Sincerely,

METROPOLITAN EXPOSITION-RECREATION COMMISSION


Patrick LaCrosse
General Manager

Attachment



METROPOLITAN EXPOSITION-RECREATION COMMISSION

April 6, 1994

MEMORANDUM

TO: Barbara Sutterlund
FROM: Norman Kraft
SUBJECT: Procedural Change

Earlier, I asked if you could accommodate a procedural change in the contract regarding the cash deposits. We are now approaching the time when that change takes place and I wanted to again express my appreciation for your accommodation. The deposit of total gross receipts into our bank account in lieu of just our portion of the total sales makes the operation consistent with the other MERC facilities. You will then be sent your management fee no less than twice each month.

I have been in communication with Chris Bailey regarding this issue and have expressed to him my appreciation for your assistance and cooperation. You should now be in possession of a deposit book and endorsement stamp at this time. If not please call me at 731-7848.