

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 00-09

Selection and approval of a contract with Young and Roehr Group, for advertising and marketing services of MERC Facilities.

Whereas, the Commission is committed to fulfilling the mission and charge of the Oregon Convention center by attracting and securing national convention and trade show business to OCC and the City of Portland.

Whereas, the Commission recognizes that these services are specialized and outside expertise and skill is necessary to be the most effective in promoting and marketing its managed facilities, especially the Oregon Convention Center.

Whereas, MERC staff, in cooperation with POVA staff, issued a Request for Proposals for advertising and marketing services, pursuant to Commission Resolution 99-48.

Whereas, MERC staff have evaluated the proposals, have been advised by a selection committee made up of experts in the field of advertising and marketing, and recommend that a contract be awarded to Young and Roehr Group.

Whereas, the Commission finds that Young and Roehr Group is the proposer best qualified to provide specialized advertising and marketing services for the Oregon Convention Center and other MERC managed facilities.

BE IT THEREFORE RESOLVED, that the Metropolitan Exposition Recreation Commission selects Young and Roehr Group to provide specialized advertising and marketing services for the Oregon Convention Center and other MERC managed facilities and authorizes the Chair and the Secretary / Treasurer to execute a three-year contract, attached as Exhibit A, commencing February 16, 2000, with the firm of Young and Roehr Group, for specialized advertising and marketing services for the Oregon Convention Center and other MERC managed facilities.

Passed by the Commission February 16, 2000.

Chair

Secretary-Treasurer

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

By: Kathleen Pool

Senior Assistant Counsel

MERC Staff Report

Agenda Item/Issue: Approving the selection of MERC Facilities advertising agency contractor and contract with agency.

Resolution No.: 00-09

Date: February 16, 2000

Presented By: Jeffrey A. Blosser

Background: With impending expansion of the Oregon Convention Center and a need to redirect the sell of Portland as a destination, POVA and OCC staff determined that a joint effort of marketing and advertising would be the best approach. This would allow for similar messages and looks for all advertising, cooping of dollars to stretch the total advertising budget and the opportunity to develop one message about Portland from both agencies. This idea was taken to the Commission at its December meeting for approval to jointly, with POVA, release and request for proposals for advertising services. This was done and we received ten proposals and short listed to five for interviews. After the interviews, we selected two companies to visit at their offices to ask more questions and get a feel for how the agency would work with POVA and OCC.

There were 8 representatives from POVA and OCC who read all proposals and short-listed them to the five interviewed and then down to two firms. The final selection was determined last week and the joint effort produced the recommendation of the firm Young and Roehr Group.

Fiscal Impact: The fiscal impact will be the advertising amount approved annually by the MERC Commission in the budget process. This year's budget is \$95,000 for OCC. All other facilities wishing to use Young and Roehr Group's services would pay time and materials according to their specific MERC-approved advertising/marketing budgets.

Advisory Committee: The OCC Advisory Committee was given this information at its February 15 quarterly meeting and recommends the approval of the contract and selection of Young and Roehr Group as the agency of record for POVA and OCC.

Recommendation: Staff recommends that the Metropolitan Exposition-Recreation Commission approve the selection of the Advertising firm of Young and Roehr Group as selected by OCC and POVA staffs. Also, staff recommends the approval of the contract for three years, with one 3-year option, commencing February 16, 2000.

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the Metropolitan Exposition-Recreation Commission ("MERC"/Commission), a commission of Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 777 N.E. Martin Luther King Boulevard, Portland, OR 97232-2736, and Young & Roehr Group, referred to herein as "Contractor," located at 28 SW First Avenue, Suite 500, Portland, OR 97204.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Duration.

a. This personal services agreement shall be effective February 16, 2000 and shall remain in effect until and including June 30, 2003 unless terminated or extended as provided in this Agreement.

b. The Commission shall have the exclusive right at the end of the term of this three-year agreement to extend the agreement for one additional three-year term, based on the same conditions as set out in the original agreement. Notwithstanding, the Commission shall have the right to renegotiate the terms, with the agreement of Contractor, of any renewal agreement to accommodate changes in operations, circumstances or industry practice. Sixty (60) days written notice to the Contractor by the Commission prior to the termination of the original agreement, or at renewal term, shall be sufficient to exercise the renewal option.

2. Priority. This agreement incorporates by reference Commission's Request for Proposals (RFP), all addenda issued thereto, and Contractor's proposal in response thereto dated December 10, 1999. In the event of a conflict between the terms and conditions of this agreement and the documents incorporated by reference, the terms and conditions of this agreement shall take precedence. In the event of a conflict between the documents incorporated by reference, the RFP as modified by any addendum thereto shall take precedence over Contractor's proposal.

3. Scope of Work. Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.

4. Payment. The Commission shall pay Contractor for services performed and materials delivered in the amount(s), manner and at the time(s) specified in the Scope of Work and Contractor's proposal for a maximum sum which shall be determined by the Commission each fiscal year, and which shall not exceed Ninety-five Thousand AND No/100THS DOLLARS (\$95,000) for the fiscal year July 1,1999-June 30,2000.

5. Insurance.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Broad form commercial or comprehensive general liability insurance covering bodily injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and

(2) Automobile bodily injury and property damage liability insurance.

b. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

c. The MERC Commission and Metro shall be named as ADDITIONAL INSUREDS. Notice of any material change or policy cancellation shall be provided to the Commission 30 days prior to the change or cancellation.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide the Commission with certification of Workers' Compensation insurance including employer's liability. If Contractor has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached, as Exhibit B, in lieu of the certificate showing current Workers' Compensation.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro and the Commission a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

f. Contractor shall provide Metro and the Commission with a certificate of insurance complying with this article and naming Metro and the Commission as an additional

insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

6. Indemnification. Contractor shall indemnify and hold Metro, the Commission, their agents, employees and elected officials 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 with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by the Commission and for any claims or disputes involving subcontractors.
7. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow the Commission the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Commission makes final payment and all other pending matters are closed.
8. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Commission, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to the Commission all rights of reproduction and the copyright to all such documents. It is understood that there may be limitations on the use and ownership of materials by virtue of the rights of third parties such as stock photography. Whenever possible, we shall advise you of the existence of such limitations.
9. Project Information. Contractor shall share all project information and fully cooperate with the Commission, informing the Commission of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of the Commission.
10. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of the Commission. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to the Commission.

11. Staffing/Affirmative Action.

- a. The Commission may approve or disapprove the staff provided by the Contractor at any time during the term of this agreement, and require the Contractor to replace such staff by receipt of written notice by the Commission regarding dissatisfaction with the Staff's performance.
- b. The Contractor must maintain through the term of the contract an Affirmative Action/Equal Opportunity employment program. In addition, the Contractor shall submit annually for the Commission's approval a program of affirmative action recruitment and training, for minorities and women, as appropriate. Such plan shall be submitted by June 1, for the first year of services, and June 1 of each succeeding year.
- c. Contractor agrees to participate with and integrate into its affirmative action plan programs in which the Commission may choose to participate in, programs designed to train and employ disadvantaged members of the local community.
- d. In addition, Contractor shall, consistent with Oregon law and policies adopted by the Commission, pursue a policy of providing first opportunity for available jobs to economically disadvantaged residents living in economically distressed neighborhoods in the immediate vicinity of the OCC and Civic Stadium.

12. Assignment. Both parties fully understand and agree that the professional advertising services for the Commission facilities are of paramount importance and that this agreement would not be entered into by the Commission except for its confidence in, and assurances provided for, the character, management abilities and financial stability of the Contractor. The Contractor, therefore, shall not sell, assign, sublet, transfer or in any manner encumber the rights and privileges granted herein, nor allow such assignment, subletting, transfer or any other encumbrance to occur by operation of law or otherwise without the prior written consent of the Commission at the Commission's sole discretion. The parties agree, further, that any occurrence, whether within or beyond the control of Contractor, which renders Contractor incapable of performing all duties required hereunder shall constitute a material breach hereunder and shall give the Commission the option of terminating this agreement.

13. Right to Withhold Payments. The Commission shall have the right to withhold partial payment on a project in question based on the specific services in dispute and rendered on the project, to protect the Commission against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

14. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable

requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

15. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.


16. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

17. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Commission may terminate this Agreement by giving Contractor seven days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

18. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by the Commission of that or any other provision.

19. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

YOUNG & ROEHR GROUP

By: 
Title: President
Date: 3/6/00

**METROPOLITAN EXPOSITION-
RECREATION COMMISSION**

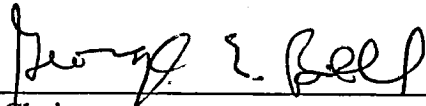
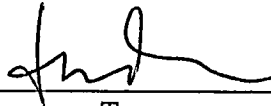
By: 
Chair
Date: 3/20/00
By: 
Secretary-Treasurer
Date: 3-22-00

EXHIBIT "A"

SCOPE OF WORK

All work is subject to approval by the Commission. Projects will include:

- ◆ Preparing work plans with proposed budgets;
- ◆ Coordinating marketing strategy work for OCC and POVA, providing a consistent look and feel;
- ◆ Developing an overall marketing strategy;
- ◆ Further developing a brand image for Portland and OCC;
- ◆ Developing and implementing a marketing campaign to communicate OCC expansion--and Portland's improving "convention package" (hotels, light rail, Fareless Square, PDX expansion, etc.)--to targeted audiences;
- ◆ Creating direct-mail campaigns;
- ◆ Developing of online marketing strategies;
- ◆ Creating promotional materials such as posters and folders;
- ◆ Assisting in the creation of measurement strategies;
- ◆ Conducting focus groups in targeted markets;
- ◆ Working with cooperative partners for specific promotions;
- ◆ Assisting with the development of cooperative partnerships;
- ◆ Working closely with related organizations on cooperative projects;
- ◆ Creating, producing, researching and placing national/regional media advertising that targets professional meeting planners; and
- ◆ Providing the above services to such other Commission facilities as the Commission may from time to time require.

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19. Modification. Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

YOUNG & ROEHR GROUP

By: *Leo Leonard*
Title: *President*
Date: *3/6/00*

**METROPOLITAN EXPOSITION-
RECREATION COMMISSION**

By: *George S. Bell*
Chair
Date: *3/20/00*
By: *Judith*
Secretary-Treasurer
Date: *3-22-00*

EXHIBIT "A"

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