

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution No. 01-07

For the purpose of approving an intergovernmental agreement with the City of Portland to provide Equal Employment Opportunity Certifications and Workforce Training and Hiring support services for the Oregon Convention Center Expansion Project.

WHEREAS, the Commission desires to assure diversity and to provide work opportunities for all in the construction of the OCC Expansion Project; and

WHEREAS, the City of Portland has two programs in place to accomplish such goals, the Equal Employment Opportunity ("EEO") Certification, and the City's Workforce Training and Hiring Program ("Workforce Program"); and


WHEREAS, the EEO and Workforce Programs have been reviewed and endorsed by the OCC Expansion Advisory Committee; and

WHEREAS, the Commission can accomplish its goals for the OCC Expansion project in an efficient and cost-effective manner by contracting with the City of Portland to implement the EEO and Workforce Programs for the OCC Expansion Project;

BE IT THEREFORE RESOLVED AS FOLLOWS:

The Commission approves the Intergovernmental Agreement with the City of Portland to provide Equal Employment Opportunity Certifications and Workforce Training and Hiring support services for the Oregon Convention Center Expansion Project, attached as Exhibit A, and authorizes the Chair and Secretary-Treasurer to execute the Agreement on behalf of the Commission.

Passed by the Commission on February 21, 2001.



Chair



Secretary-Treasurer

Approved As To Form:
Daniel B. Cooper, General Counsel

By: 
Senior Assistant Counsel

MERC STAFF REPORT

Agenda Item/Issue: Intergovernmental Agreement with City of Portland to provide Workforce support for OCC Expansion Project

Date: February 21, 2001

Presented by: Scott Moss

Background and Analysis:

The Metropolitan Exposition and Recreation Commission has a goal to assure diversity and provide work opportunities for all in the construction of the OCC Expansion Project. To this end, the Commission recognizes the value of Equal Employment Opportunity certification and having a diverse workforce including apprentices. Neither MERC nor Metro have the resources or staff necessary to monitor these programs. The City of Portland has experience and expertise in this area and as agreed to administer these programs in MERC's behalf.

Under the EEO program, all subcontractors and suppliers to the project are required to obtain EEO certification for their own staff from the City.

Under the Workforce program, any subcontractors of \$75,000 or more will be required to employ a minimum of 20 percent to state-registered apprentices.

The OCC Expansion Advisory has endorsed this program.

Fiscal Impact:

The cost for this service from the City is \$36,900 the first year and \$38,814 the second year. Funds are budgeted in the OCC Expansion Project for these services.

Recommendation:

Approve Resolution No. 01-07, which authorizes an Intergovernmental Agreement with the City of Portland as attached.

INTERGOVERNMENTAL AGREEMENT
FOR
SUPPORT of

WORKFORCE TRAINING & HIRING AND EQUAL EMPLOYMENT OPPORTUNITY
PROGRAMS ON THE OREGON CONVENTION CENTER EXPANSION PROJECT

This Intergovernmental Agreement (IGA) is between the City of Portland Bureau of Purchases ("Bureau") and the Metropolitan Exposition and Recreation Commission ("MERC") each of whom shall be referenced as party and collectively as "parties". The terms of this IGA shall be limited to work conducted on the Oregon Convention Center Expansion Project.

I. Intergovernmental Program Description

a. The City of Portland currently has several programs it administers in regard to purchasing and construction activities. Included in these activities are:

1) The City's Equal Employment Opportunity ("EEO") certification program requires a vendor to obtain an EEO certification before the City can acquire more than \$2500 in goods and services from it during a fiscal year, and

2) The City's Workforce Training and Hiring Program ("Workforce program") requires contractors working on certain city construction projects to make efforts to hire and train a diverse workforce including apprentices under specified circumstances.

The Bureau of Purchases implements these programs for the City of Portland.

b. MERC:

1) MERC desires to participate in the EEO and Workforce Programs for the construction of the Oregon Convention Center Expansion Project

2) MERC recognizes the City of Portland, Bureau of Purchases experience and expertise in this regard. By using some pre-existing City programs and City employees who have experience administering these programs, MERC will be able to save money and avoid unnecessary duplication and effort. Therefore, MERC and the Bureau have agreed to work together so that these programs can be implemented for the

Expansion Project.

c. Funding

MERC will provide funding to the Bureau each year so that the Bureau can hire a 0.5 full time equivalent ("FTE") project person(s). As compensation for the services described in this IGA, MERC has agreed to pay the Bureau \$36,900 for the first year of services, beginning January 1, 2001 and ending December 31, 2001. Costs for the second year of this IGA are estimated at \$38,814, and will be negotiated for the second year based on services required and actual costs for staff in standard City job classifications, plus Cost of Living Adjustment (COLA) and any other salary adjustments.

Payment for the first year of this IGA shall be paid in one lump sum of \$36,900 and is due within 30 calendar days of invoice. Payment for the second year of this IGA may be adjusted in amount to reflect services required and actual costs of salary and benefits that the Bureau is required to pay for this position, and shall likewise be due within 30 calendar days of invoice. No other payments will be necessary regardless of the project completion date and the conclusion of services.

The agreement regarding services to be provided by the Bureau to MERC is outlined below.

II. EEO Program Responsibilities

a. The Bureau will:

- 1) Review applications for EEO certification from the MERC's potential vendors and contractors specifically for the Convention Center Expansion project, and determine whether the applicant should be certified.**
- 2) As requested, provide MERC computer files of all certified firms;**
- 3) Provide telephone assistance and internet support to MERC employees and/or vendors wishing information on the EEO program and the status of contractor certifications and other matters that may arise;**
- 4) Provide introductory training regarding the EEO certification process
MERC staff, if needed;**

and

- 5) Provide related services to actual and potential MERC vendors, contractors and MERC staff that are necessary for the implementation of the EEO program. These services, include, but are not limited to, assistance to vendors regarding methods of improving workforce disparity and the training of new MERC staff as may be required;
- 6) Review MERC-generated reports to identify non-certified vendors and assist those vendors with certification.

b. MERC will:

- 1) Request CM/GC to include in its reference material and in its written contract documents, including but not limited to Requests for Proposals, the requirement that its vendors and contractors, at the prime and subcontractor level, working on the Oregon Convention Center Expansion project, must be EEO certified in order to conduct business with MERC;
- 2) Periodically provide the Contractor Development staff of the Bureau with reports that show the names of all covered contractors being paid by MERC.

c. The Bureau, MERC and CM/GC will jointly:

- 1) Provide training of appropriate MERC staff;
- 2) Promote and advertise EEO certification in formats and methods agreed to by the parties.

III. Workforce Training and Hiring Program Responsibilities

a. The Bureau will:

- 1) Provide outreach and compliance activities to implement the Workforce Training and Hiring Program at a level equal to that provided on City of Portland projects. These activities include, but are not limited to, attendance at MERC pre-proposal and preconstruction meetings to discuss program requirements, monthly data collection and compliance reviews, late submittal

notices to contractors, site visits, and timely notification to MERC staff of compliance issues for the Oregon Convention Center Expansion project.

- 2) Provide to MERC a monthly monitoring report on the Oregon Convention Center Expansion project in the format used by the City, listing hours for apprentices and all race and gender groups, for the CM/GC and all subcontractors with subcontracts of \$75,000 or more, and at a time jointly acceptable to the parties;
- 3) Ensure that the prime and all subcontractors with subcontracts of \$75,000 or more provide 20% of the labor hours in each apprenticeable trade to state-registered apprentices.
- 4) Provide assistance to MERC employees, contractors and vendors by telephone who desire information about the program;
- 5) Represent MERC in the Oregon Construction Workforce Alliance (OCWA) discussions and negotiations regarding the program.
- 6) Present biannual report to OCC Expansion Advisory Committee.

b. MERC will:

1) Require the CM/GC to mandate subcontractors, at all tiers, with subcontracts of \$75,000 or more to comply with the Workforce Training & Hiring Program by including these requirements in contract specifications, Requests for Qualifications, Requests for Proposals, local documents, development agreements and similar documents, related to the Oregon Convention Center Expansion projects.

2) Cooperate with the Bureau to implement the program for MERC projects by instructing its project managers and CM/GC staff to coordinate their efforts with the Development Division (CDD) staff, reviewing project proposals and documents for inclusion of program requirements, forwarding appropriate documents to CDD, and taking enforcement action against contractors, as needed.

c. The Bureau will provide training to project managers and appropriate CM/GC staff regarding the Workforce Program, if needed.

Termination

Either party may terminate this agreement upon giving thirty (30) days written notice. In the event of termination the Bureau shall be entitled to payment for work performed prior to the notice of termination. MERC shall not be liable for indirect or consequential damages.

MERC

CITY OF PORTLAND

By: 

By: 

MERC Commission

Mayor Vera Katz

Date: 3/21/01

Date: 3-2-01

REVIEWED:

APPROVED AS TO FORM:

By:
City Attorney

Date:

Expansion Project Cheat Sheet

Updated: February 16, 2001

Funding

These are the financial contributors for the \$116 project:

- City of Portland - \$100 million (sold as revenue bonds)
- PDC - \$5 million
- MERC - \$5 million from capital reserves
- Interest Income - \$5 million
- Vehicle Rental Taxes - \$710,000
- *Total secured funding: \$115.7 million (need about \$300,000 from somewhere)*

Size/Building Space Specs

(February 16, 2001)

Area	Existing	Expansion	Total
General Building	500,000	407,464 sq. ft. *	907,464
Parking Garage size		304,795 sq. ft.	304,795
Covered parking	0	800	800
Surface Parking	775	244	244*
Exhibit Space	150,000 sq. ft.	105,000 sq. ft.	255,000 sq. ft.
Ballrooms	1 @ 25,200 sq. ft.	1 @ 34,400 sq. ft.	2 @ 59,600 sq. ft.
Meeting Space	28 @ 30,000 sq. ft.	22 @ 28,000 sq. ft.	50 @ 58,000 sq. ft.
Loading Docks	10	11	21
Cost	90 million	116 million	

Project Milestones

Activity	Date Completed
Shuttle system begins operation	February 5, 2001
On-site parking closes	February 5, 2001
Construction begins	February 5, 2001
Parking garage opens (level 1)	April 2002
Building topping-off	April 2002
Building Enclosed	October 2002
Interior finished	February 2003