

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 01-19

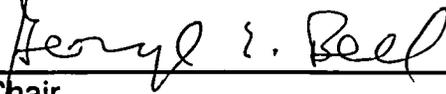
Authorizing the MERC General Manager to execute an amendment and renewal of the Parking Lot Labor Services Agreement with ACE Parking Management, Inc.

The Metropolitan Exposition-Recreation Commission finds:

1. That pursuant to Resolution 98-30, Ace Parking Management, Inc. and MERC are parties to an agreement to provide parking lot labor services at the Portland Metropolitan Exposition Center;
2. That the Parking Lot Labor Services Agreement will terminate June 30, 2001;
3. That the Agreement may be modified and amended by both parties;
4. That the parties desire to change the two-year renewal option in the Agreement to two one-year renewal options;
5. That MERC desires to exercise the first one-year option to renew, commencing July 1, 2001;
6. That the Contractor has requested an amendment to the service labor rates for both one-year renewal periods, which does not materially or adversely affects the terms of the Agreement.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition-Recreation Commission authorizes the MERC General Manager to execute the amendment and renewal of the Parking Lot Labor Services Agreement with ACE Parking Management, Inc., attached as Exhibit A.

Passed by the Commission on May 16, 2001.



Chair



Secretary-Treasurer

Approved as to Form:
Daniel B. Cooper, General Counsel



By: Kathleen Pool
Senior Assistant Council

**Renewal and
Amendment**

Parking Lot Labor Services

Contract #921090

This Agreement hereby amends the Parking Lot Labor Services Agreement dated June 10, 1998, between the Metropolitan Exposition-Recreation Commission (MERC) and Ace Parking Management, Inc. (Contractor), and extends the Agreement for one additional one-year term.

For purposes of the amended renewal notice, the section titled **TERM OF AGREEMENT; TERMINATION:** is amended as follows:

1. The Term of Agreement, Section 3, is amended as follows:

"3. MERC shall have the option to renew this Agreement for two additional one-year terms not to exceed a total renewal term of two (2) years.

- a) The renewal term shall commence on the day following the date of termination of the preceding term.
- b) The option may be executed by written notice to the Contractor given not less than thirty (30) days prior to the expiration of the current term of this Agreement Renewal. The giving of such notice shall be sufficient to make this second year Agreement Renewal binding of the renewal term without further act of the parties.
- c) Compensation rate(s) for the renewal term, July 1, 2001 to June 30, 2002, shall be \$22.29 per hour for a Supervisor and \$13.74 per labor hour for all other labor services.
- d) Compensation rate(s) for the renewal term, July 1, 2002 to June 30, 2003, shall be \$23.08 per hour for a Supervisor and \$14.28 per labor hour for all other labor services plus any state or federally mandated increases in the applicable minimum wage which take effect January 1, 2002."

2. Contractor is hereby notified that MERC is exercising its option for the first renewal term of the Agreement effective July 1, 2001 subject to this amendment.

3. Except for the above, all other conditions and covenants remain in full force and effect.

EXECUTED IN FOUR (4) COPIES ON _____, 2001

Ace Parking Management, Inc.

**Metropolitan Exposition-
Recreation Commission**

Steve Burton
Executive Vice President

Mark B. Williams
General Manager

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

By: Kathleen A. Pool
Senior Assistant Counsel

MERC STAFF REPORT

Agenda Item/Issue: Authorizing the MERC General Manager to execute an amendment and renewal of the Parking Lot Labor Services Agreement with ACE Parking Management, Inc.

Resolution No: 01-19

Date: May 16, 2001

Presented by: Chris Bailey

Background: Resolution 98-30 authorized Ace Parking Management, Inc. to provide parking lot labor services at the Portland Metropolitan Exposition Center. The Agreement term is for three years ending June 30, 2001 with an option for one additional two-year term. The Agreement also provides that both parties may modify or amend the Agreement in writing.

In reviewing known and potential changes in operation at the Expo Center (the new Exhibit Hall D, revised parking lot configuration, reduced parking capacity, Master Plan implementation and the construction/operation of IMAX), staff and the Contractor have reviewed the renewal conditions and agree that an amendment to the Agreement is in the best interest of both parties.

The amendment would provide for a one-year term and a second year term at the sole option of MERC. The Contractor has proposed parking lot labor rates for both one-year renewal periods, see Exhibit A, and these proposed rates are acceptable to staff.

Fiscal Impact: The proposed rates provide for a 6% increase for cashiers and a 5% increase for the supervisor in year one of the renewal; year two provides for a 4% increase in both labor classifications.

Recommendation: Staff recommends that the Metropolitan Exposition-Recreation Commission authorizes the MERC General Manager to execute an amendment and renewal of the Parking Lot Labor Services Agreement with ACE Parking Management, Inc.