

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution No. 01-34

For the Purpose of Ratifying an Increase in the 2000-2001 Budget for the Portland Oregon Visitors Association ("POVA") National Marketing Agreement for the Oregon Convention Center.

WHEREAS, in June 1996, the Commission entered into a contract with the Portland Oregon Visitors Association to provide national marketing for the Oregon Convention Center; and

WHEREAS, the contract budget for national marketing of OCC is determined annually by the Commission; and

WHEREAS, pursuant to the terms of the Intergovernmental Agreement (IGA) regarding the Visitor Development Initiative, the Commission received an additional \$250,000 for the marketing of the Oregon Convention Center; and

WHEREAS, Commission staff has prepared and executed an amendment to the POVA National Marketing Agreement authorizing expenditure of the additional funds pursuant to the Agreement; and

WHEREAS, amendments to the POVA National Marketing Agreement must be approved by the Commission;

BE IT THEREFORE RESOLVED AS FOLLOWS:

The Contract Amendment to the POVA National Marketing Agreement, attached as Exhibit A, is hereby approved.

Passed by the Commission on October 24, 2001.



Chair



Secretary-Treasurer

Approved As To Form:

Daniel B. Cooper, General Counsel

By:



Lisa M. Umscheid
Senior Assistant Counsel

Exhibit A

CONTRACT AMENDMENT

POVA and MERC hereby agree as follows:

1. Pursuant to the terms of the Intergovernmental Agreement (IGA) regarding the Visitor Development Initiative, (VDI) \$250,000 in additional funding is to be provided for additional Oregon Convention Center (OCC) marketing services.
2. POVA and MERC agree that their underlying marketing agreement is hereby amended to authorize transmittal of the additional \$250,000 in OCC marketing funds to POVA.
3. POVA and MERC agree that within 30 days of the execution of this amendment, the parties will develop and mutually agree on a detailed plan for the appropriate usage of these new funds. POVA shall not spend or commit the funds until such agreement is reached.

DATED: June 27, 2001


Mark B. Williams, MERC General Manager


Brian McCartin, POVA Vice President

POVA and OCC additional Marketing/Advertising/Sales projects provided through VDI Funds

As a result of the additional funding provided by the Visitor Development Initiative, the following new Marketing/Advertising/Sales projects are planned. This is a "work in progress" plan which involves the staffs of OCC, POVA and the Young & Roehr Group (POVA's Ad agency).

From the additional \$250,000 of fiscal year 2000/2001, we will initiate the following:

- A) Hire and support an additional Convention Sales Manager at POVA.
- B) Provide for additional lead research /service.
- C) Provide for additional PR support.
- D) Revamp and create a new and improved POVA website.
- E) Provide for an additional Airlift / In-bound planner event.
- F) Provide for attendance at 4 new Trade shows and increased presence at existing.
- G) Provide for an MPI Focus Group opportunity and support for an MPI Portland event in October 2001.
- H) Provide support for an ASAE CEO Symposium event in Portland.
- I) Provide for an additional media buy in MPI's Meeting Professional Magazine.
- J) Provide for upgrade/revamp of existing trade show booths and for 2 new tabletop booths.

From the additional \$350,000 of fiscal year 2001/2002, the following is planned:

- A) Continuation of majority of items listed in 2000/2001 plan above (Items A, B, C, E, and F).
- B) Redesign POVA's website and provide for a Booking Diary tech link between the sales staffs of POVA and the OCC.
- C) Provide for additional Marketing /Advertising initiatives that are being developed by our Ad Agency (Young & Roehr) as part of a 3 year plan.

In the following fiscal years, we will continue with much of the same making appropriate adjustments as necessary.

**ADDENDUM TO MARKETING SERVICES AGREEMENT (the "Agreement")
BETWEEN
THE PORTLAND OREGON VISITORS ASSOCIATION ("POVA")
AND THE
METROPOLITAN EXPOSITION RECREATION COMMISSION
("MERC" or "MERC Commission"), (collectively, the "Parties")
Originally dated July 1, 1996**

This Addendum to the Agreement is agreed by and between the Metropolitan Exposition Commission and POVA effective the 4th day of October 2001.

RECITALS

1. POVA and MERC are parties to a Marketing Services Agreement dated July 1, 1996, and ending June 30, 2002.
2. Metro, the City of Portland, Multnomah County, and the Visitor Development Funds, Inc. have entered into a series of agreements, including the Visitor Facilities IGA, which, among other purposes, provides additional funding for the marketing of the Oregon Convention Center.
3. POVA and MERC mutually desire to amend their Marketing Services Agreement to include marketing services funded by the Visitor Facilities IGA and also include Scope of Work for these additional marketing funds.

Now, therefore, in consideration of the mutual covenants of the Parties hereto, and upon the express terms and conditions hereinafter set forth, IT IS AGREED by and between them as follows:

1. The annual budget for the Marketing Services Agreement shall include marketing funds received by MERC pursuant to the Visitor Facilities IGA agreements ("VDI funds").
2. Expenditure of Visitor Facilities IGA funds shall be subject to all the terms and conditions of the Marketing Services Agreement, except that they shall be accounted for separately from the OCC Marketing Contract base amount, and shall increase or decrease annually only as provided by the Visitor Facilities IGA.

3. The Marketing Services Contract base budget for FY 2001-02 and FY 2002-03 shall be \$2,462,160 annually, contingent upon MERC budget approval.
4. The Visitor Facilities IGA fund allocation shall be \$350,000 for FY 2001-02 and \$360,500 for FY 2002-03, contingent upon receipt of the funds. Multnomah County has established visitor Facilities Transfer sub-accounts for the purpose of collecting funds related to Visitor Facilities IGA. To the extent that funds are available in the sub account related to Convention Center marketing, funds will be made payable for Convention Center marketing. Scope of Work for these funds is attached as Exhibit A.
5. All other provisions of the original Agreement and addendums shall remain in effect through the term of this Addendum unless sooner terminated by the mutual agreement of the Parties.
6. This Addendum, together with the Agreement, the Extension effective July 1, 1999, and the February 21, 2001 Addendum, constitutes the entire agreement and understanding between the Commission and Contractor. No provision of this Agreement may be changed or eliminated unless mutually agree to in writing by the Commission and Contract.

**PORTLAND OREGON VISITORS
ASSOCIATION**

**METROPOLITAN EXPOSITION-
RECREATION COMMISSION**

George E. Bell

Title: _____

Title: MERC Chair

Date: _____

Date: 10-4-01

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

By: Kathleen A. Pool, Sr.
Kathleen A. Pool, Sr. Assistant Counsel