

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 02 -17

For the purpose of approving an addendum to the Oregon Convention and Visitor Services Network Marketing Services Agreement.

The Metropolitan Exposition-Recreation Commission finds:

WHEREAS, the Metropolitan Exposition Recreation Commission and the Oregon Convention and Visitor Services Network, OCVSN, are parties to a Marketing Agreement dated July 15, 1996 and ending June 30, 1999 with two three-year extensions available at the discretion of the Commission; and

WHEREAS, the Metropolitan Exposition Recreation Commission extended the term of the Marketing Services Agreement for the three year period from July 1, 1999 to June 30m, 2002, and now wishes to extend the term of the Agreement for an additional three-years; and

WHEREAS, the Metropolitan Exposition Recreation Commission has assigned to the Portland Oregon Visitors Association, the management and oversight of the Oregon Convention and Visitor Services Network Marketing Services Agreement and desires to continue this assignment; and


WHEREAS, the Metropolitan Exposition Recreation Commission desires to amend the Marketing Services Agreement with OCVSN to provide for a performance-based component for OCVSN's compensation for the remaining three years of the Agreement.


BE IT THEREFORE RESOLVED that the Metropolitan Exposition Recreation Commission approves the addendum, in a form substantially similar to the attached Exhibit A, to the Oregon Convention and Visitor Services Network Marketing Services Agreement, and authorizes the General Manager to execute the Addendum on behalf of the Commission.

Passed by the Commission on June 19, 2002

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


Senior Assistant Counsel


Chair


Secretary/Treasurer

MERC Staff Report

Agenda Item/Issue: Approving an addendum to the Oregon Convention and Visitor Services Network Marketing Services Agreement to include a three year extension to the agreement; continuation of POVA's management and oversight of the OCVSN Agreement; the establishment of FY base fees and incentive amounts for each contract and establishment of a new incentive program for performance enhancement reasons.

Resolution No.: 02-17

Presented By: Jeffrey A. Blosser

Date: June 19, 2002

Background and Analysis: In July of 1996, MERC entered into a marketing services contract with the Oregon Convention and Visitor Services Network to provide national marketing of the Oregon Convention Center. In 1999, MERC approved a three year extension to the Marketing Services Agreement and assigned to POVA management and oversight of the OCVSN marketing services agreement. One 3-year extension remains

The Metro Auditor, in a report on the POVA Contract Audit, recommended that MERC take the lead in developing elements that would convert the current POVA/OCVSN/MERC Marketing Contracts to performance based service contracts for annual evaluations. The MERC Commission agreed with the Auditor and directed staff to create performance measurements and evaluation processes for the POVA and OCVSN Marketing Services Agreements.

POVA, OCVSN and OCC staff met and established business goals and measurements for fiscal years 2000-01 and 2001-02.

The current marketing agreement expires June 30, 2002 and the current agreement provides for one three-year extension at the option of the MERC Commission. Staff would like to extend this Agreement for the last extension option and addend the agreement to include a performance program where OCVSN earns 10% of the contract amount though the established goals set each year.

Fiscal Impact: This contract is approved by the MERC Commission each year in the budget process. OCVSN submits its goals and budget request to be considered with a program of work to the MERC Commission for final approval.

Recommendation: That the Metropolitan Exposition Recreation Commission approve the addendum to the Oregon Convention and Visitor Services Network Marketing Agreement.

EXHIBIT A

**ADDENDUM TO MARKETING SERVICES AGREEMENT (the "Agreement")
BETWEEN
OREGON CONVENTION AND VISITOR SERVICES NETWORK ("OCVSN")
AND THE
METROPOLITAN EXPOSITION RECREATION COMMISSION
("MERC" or "MERC Commission"), (collectively, the "Parties")
Originally dated July 15, 1996**

This Addendum to the Agreement is agreed by and between the MERC and OCVSN effective the 1st day of July 2002.

RECITALS

1. OCVSN and MERC are parties to a Marketing Services Agreement dated July 15, 1996, and ending June 30, 1999.
2. The Marketing Services Agreement allows MERC to extend the term of the contract, at the discretion of the Commission, for two additional three-year periods.
3. On July 1, 1999, MERC extended the term of the Marketing Services Agreement for the three-year period from July 1, 1999 to June 30, 2002.
4. OCVSN and MERC mutually desire to amend their Marketing Services Agreement to extend the term of the Agreement for an additional three years from July 1, 2002 to June 30, 2005.
5. OCVSN and MERC mutually desire to amend their Marketing Services Agreement to provide for a performance-based component for OCVSN's compensation for the remaining three years of the Agreement.

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 term of the Marketing Services Agreement, originally dated July 15, 1996, between OCVSN and MERC, is to be extended, per the original terms, for a period commencing July 1, 2002 and ending June 30, 2005.

This extension will include the continuation of the assignment of the Portland Oregon Visitors Association's management and oversight of the Oregon Convention and Visitors' Network, Inc. Marketing Agreement.

2. The Oregon Convention and Visitor Services Network budget for fiscal year 2002-03 is \$260,000 as approved by the MERC Commission. A new base fee of \$234,000 will be utilized by OCVSN to carry out the terms of the Marketing Contract and all Addendums to promote, market and sell the Oregon Convention Center to the national/regional/trade show decision makers in the industry.
3. An incentive amount of \$26,000, in addition to the base fee, is available to OCVSN if all contractual goals are met or exceeded for fiscal year 2002-03. These goals are part of the Marketing Agreement and shall be established annually by OCVSN, POVA and OCC staff and will be submitted for approval during the MERC budget cycle. These goals are subject to change each year of the Agreement and are in addition to the Scope of Work items required by the Agreement as well as the additional Scope of Work Program required for the new Visitors Development Initiative funding to market the Center.
4. For the remaining three years of the Agreement, OCVSN's compensation will consist of (1) payment for work performed, up to a maximum amount allocated to payment of OCVSN's invoices for the fiscal year, and (b) the possibility of additional incentive payments, paid on a quarterly basis.
5. The MERC Commission has approved a maximum of \$260,000 for fiscal year 2002-03 for OCVSN's work under the Marketing Services Agreement. OCVSN's compensation under the Agreement for fiscal year 2002-03 shall consist of compensation for work performed, documented by invoices submitted consistent with the billing procedures established in the Marketing Services Agreement, up to a maximum sum of \$234,000. The total of possible incentive payments for fiscal year 2002-03 shall not exceed the total amount of \$26,000 and shall be paid, if earned by OCVSN according to the terms of this Addendum. OCVSN shall continue to bill MERC for work performed and MERC shall compensate OCVSN for work performed, up to the maximum amount allocated to payment of OCVSN's invoices for that fiscal year.
6. In addition to the payments for OCVSN's billings referred to in paragraph 4 above, MERC may pay OCVSN additional quarterly

incentive payments if MERC determines, in its sole discretion, that OCVSN is meeting or exceeding contractual goals. MERC shall determine how much, if any, it will pay OCVSN each quarter as an incentive payment. If MERC elects, in its sole discretion, to pay OCVSN an incentive payment for a quarter, MERC shall determine the amount of the payment, provided that the total incentive payments paid to OCVSN in a fiscal year shall not exceed the total amount allocated for incentive payments to OCVSN for that fiscal year. These incentive funds are subject to meeting or exceeding the established goals and will be paid quarterly. POVA will review OCVSN goals and determine if such goals have been met or exceeded and report such to MERC's General Manager. MERC may pay the incentive payment to OCVSN after MERC has received OCVSN's quarterly report and the progress of meeting goals is approved by OCC staff and the MERC General Manager. OCVSN shall submit an invoice for these funds once approved for release by the MERC General Manager or his/her designee. The parties acknowledge that it may be necessary for the fourth quarter incentive to be paid in advance in order to maximize the parties' marketing efforts. In such event, fourth quarter performance will be considered in determining the percentage of the funds allocated to the Marketing Services Agreement that will be reserved for incentive payments for the following fiscal year. These funds shall not exceed the approved MERC budget amount to market the OCC in any fiscal year. All funds are subject to MERC budget approval by the Metro Council each fiscal year.

7. For fiscal year 2003-04 and 2004-05, before each fiscal year begins, MERC and OCVSN shall agree which percentage of the funds allocated by the MERC Commission to the Marketing Services Agreement will be reserved for incentive payments. If the parties are unable to agree on the allocation of funds between incentive payments and compensation for invoices submitted by OCVSN, MERC shall determine the allocation. The funds for the incentive payments and the funds for payment of OCVSN's work performed shall not exceed the total of the approved MERC budget amount allocated to the Marketing Services Agreement in that fiscal year. The parties understand and agree that all funds are subject to the Metro Council's approval of the MERC budget each fiscal year.
8. All other provisions of the original Agreement shall remain in effect through the term of this Addendum, unless sooner terminated by the mutual agreement of the Parties.

9. This Addendum, together with the Agreement, constitutes the entire agreement and understanding between MERC and OCVSN. No provision of this Agreement may be changed or eliminated unless mutually agreed to in writing by the MERC Commission or OCVSN.
10. The MERC General Manager will be given authority by the MERC Commission, through the budget, to addend the Agreement annually during this extension period for adjustments made to base fees, incentive fees and OCVSN program goals as approved by the MERC Commission.

**OREGON CONVENTION &
VISITOR SERVICES NETWORK**

**METROPOLITAN EXPOSITION-
RECREATION COMMISSION**

Title: _____

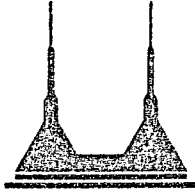
Title: _____

Date: _____

Date: _____

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

By: _____
Sr. Assistant Counsel



OREGON CONVENTION CENTER
METRO ER COMMISSION

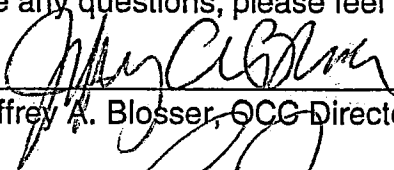
April 20, 1999

Mr. Roy Jay
President/CEO
Oregon Convention & Visitor Services Network, Inc.
9045 SW Barbur Blvd. Suite 3
Portland, OR 97219-4094

Dear Roy:

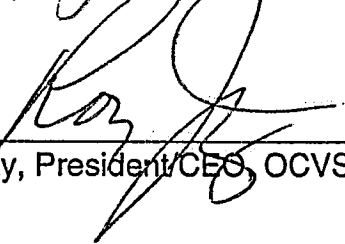
This is to notify you that the contract between the Metropolitan Exposition-Recreation Commission and the Oregon Convention and Visitor Services Network, Inc. has been extended for three years beginning July 1, 1999 and ending June 30, 2002. This extension will include the continuation of the assignment of management and oversight of the OCVSN Agreement to the Portland Oregon Visitors Association.

If this meets with your approval, please sign and date below. Once signed, please return all copies and I will sign and return an executed copy for your files. Should you have any questions, please feel free to call.



Jeffrey A. Blosser, OCC Director

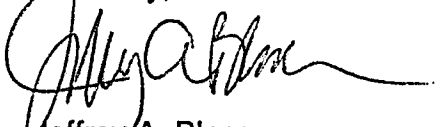
Date: 4/24/99



Roy Jay, President/CEO, OCVSN

Date: 4/22/99

Sincerely,


Jeffrey A. Blosser
Director

cc: Mark B. Williams
David Biederman

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METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 99-12

Authorizing the Oregon Convention Center Director to execute a three-year extension to the Oregon Convention and Visitors Services Network, Inc., to provide specialized minority marketing of the Oregon Convention Center commencing July 1, 1999 and ending June 30, 2002; and, to continue assignment of contractual management and oversight of this extension to the Portland Oregon Visitors Association (POVA).

The Metropolitan Exposition-Recreation Commission finds:

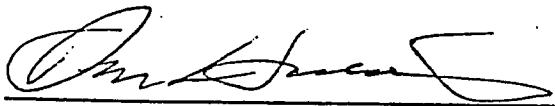
1. That in June of 1996, the Metropolitan Exposition Recreation Commission entered into a contract with the Oregon Convention & Visitors Services Network, Inc., to provide ethnic minority marketing of the Oregon Convention Center for an initial period of 3 years, with two three-year extensions.
2. That the Metropolitan Exposition Recreation Commission, in December of 1996, approved assignment of contractual management and oversight of the Oregon Convention and Visitor Services Network, Inc. (OCVSN) Minority Marketing contract to the Portland Oregon Visitors Association (POVA) for the term of the contract.
3. That staff recommends extension of this contract as the most effective and efficient way to combine all talents and expertise to achieve the goals in each contract, work assignments, goals, developed relationships and marketing plans.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition-Recreation Commission approves the extension to the Oregon Convention and Visitor Services Network, Inc. Agreement for ethnic minority marketing of the Oregon Convention Center for a period three (3) years, commencing July 1, 1999 and ending June 30, 2002; that the Metropolitan Exposition Recreation Commission directs the Oregon Convention Center Director to execute such an extension of this agreement on behalf of the Metropolitan Exposition-Recreation Commission; and further to continue in this extension the assignment of management and oversight of the OCVSN Agreement extension to the Portland Oregon Visitors Association, as outlined in each Agreement.

Passed by the Commission on April 7, 1999.

Approved as to Form:

Daniel B. Cooper, General Counsel



Chair



By: Kathleen Pool
Senior Assistant Counsel



Secretary/Treasurer

SCOPE OF WORK

This scope of services outlines tasks, the proposed time schedule and budget requirements for a continuation of long-range national, international and minority marketing activities for the Oregon Convention Center by CONTRACTOR for the twelve-month period from July 1, 1999 to June 30, 2000. The project will be conducted by the CONTRACTOR under the direction of the CONTRACTOR'S Executive Director.

SERVICES/PRODUCTS PROVIDED:

CONTRACTOR will provide the following services and/or projects:

1. Direct Sales

These services constitute all CONTRACTOR'S direct, person-to-person sales work required to obtain commitments for future use of the Oregon Convention Center for conventions and trade shows. CONTRACTOR will also pursue sales work aimed at booking smaller groups that may not utilize the OCC, but that will generate room tax revenues for COMMISSION'S use in operating the OCC. Included are telephone calls and correspondence by sales staff with approximately 3,100 organizations known to need convention center facilities. The work also involves attendance and exhibits at trade shows where these potential clients gather in large numbers. Also included are familiarization visits, bringing prospects to Portland either in groups or individually.

CONTRACTOR'S direct sales program is led by the director of sales and supported by five national sales managers, an east coast sales manager located in Washington, D.C., and a mid-west sales manager located in Chicago, Illinois. The Washington, D.C. sales office budgeted at \$159,355 and the Chicago sales office is budgeted at \$130,300.

Substantial direction and participation in sales work is provided by the Executive Director.

Budgeted Expenses:	Salaries and Benefits	\$746,220
	Sales Programs	\$289,655
	Materials/Services	<u>\$123,620</u>
		<u>\$1,159,495</u>

2. Marketing and Advertising

Spending in this area includes design and placement of advertising, direct mail pieces and collateral pieces to reach the total market of potential Convention Center users. Of the approximately 3,100 meetings and trade shows held annually in the U.S. requiring convention center facilities, the CONTRACTOR shall develop and implement an advertising campaign that is carefully targeted to a select few major national trade publications read by most of this market.

Supporting the advertising, the CONTRACTOR shall conduct a direct mail campaign, at least two times a year, targeting approximately 600 most promising potential clients. CONTRACTOR shall develop, coordinate and manage two familiarization tours/trips, which bring decision-making meeting planners to Portland for first hand experience of the Portland destination product.

Included in this category is the reprinting of collateral pieces as required.

CONTRACTOR shall conduct market research as needed to assess the effectiveness of the advertising and sales effort with a written report to the COMMISSION on a quarterly basis. Baseline data gathered will provide a point of comparison for measuring the success of convention center marketing strategies over time.

Budgeted Expenses:	Salaries & Benefits	\$ 66,250
	Materials and Services	<u>\$472,878</u>
		\$539,128

3. Public Relations

This category supports convention sales and promotion by leveraging non-paid editorial and media coverage of the Portland region as a convention destination. CONTRACTOR will produce news and feature articles describing and promoting the convention center in national trade and consumer publications. Locally, it will create public awareness of convention center successes—important bookings, construction milestones, grand opening activities, etc. On the local level, public relations activities will be coordinated with those of the Commission staff and Metro public affairs staff.

Budgeted Expenses:	Salaries and Benefits	\$ 26,250
	Materials/Services	<u>\$ 21,945</u>
		\$ 48,195

4. Convention Services

The convention services program takes over after the sales have been made to assist convention organizers with hotel reservations, transportation, conference programming, registration, spousal programs and tour packages, and off-property meal functions. A favorable impression is essential to develop Portland's reputation as a convention city and to attract repeat business.

In this fiscal year, the CONTRACTOR will direct a large percentage of its efforts to the conventions that have booked the Convention Center for 1999 and 2000. This work will include developing of housing programs, conducting on-site inspections, and participating on local host committees.

Budgeted Expenses:	Salaries and Benefits	\$212,234
	Materials/Services	<u>\$ 42,300</u>
		\$254,534

COMPENSATION

1. The COMMISSION shall pay CONTRACTOR up to the maximum of \$2,256,352 for CONTRACTOR'S actual and reasonable cost in performing this Agreement, which includes the Portland Oregon Minority Convention and Tourism Marketing Agreement, according to the following provisions.
2. CONTRACTOR'S budget for the performance of services under this Agreement is \$2,256,352. The budget breakdown for major project elements is shown below:

Minority Marketing	\$ 255,000
Direct Sales	\$1,159,495
Marketing and Advertising	\$ 539,128
Public Relations	\$ 48,195
Convention Services	<u>\$ 254,534</u>
	\$2,256,352

Breakdown by major type of expenditure is:

Minority Marketing	\$ 255,000
Salaries and Benefits	\$ 1,050,954
Materials/Services	<u>\$ 950,398</u>
	\$ 2,256,352

3. Payment will be on a quarterly basis as an advance on anticipated expenditures over the coming three months. CONTRACTOR shall submit invoicing as follows:

On the 20th of each month beginning a calendar quarter, the CONTRACTOR shall submit and invoice accompanied by financial statements and a short report summarizing progress. The invoice shall:

- a. Summarize and document actual and reasonable costs incurred by major element identified under this Agreement as of the most recent accounting period.
 - b. Summarize all past payments made to CONTRACTOR under this Agreement.
 - c. Calculate the difference between past payments and actual expenses under this Agreement.
 - d. Estimate the costs to be incurred under this Agreement during the succeeding quarter, broken down by major project elements. (The invoice in advance of the first quarter's activities will contains this information only.)
 - e. Calculate a total due from the COMMISSION as the difference of [c] and [d] as described above.
4. CONTRACTOR shall maintain records which comply with generally accepted accounting practices to support all estimated billings and subsequent spending. CONTRACTOR shall maintain records documenting actual time spent on Oregon Convention Center work.
 5. Expenditures shall be documented as appropriate, such as by itemized invoices from advertising agencies, printers and market research firms. All expenditures made by CONTRACTOR pursuant to this Agreement shall be reasonable under the circumstances.

6. Billings for staff services shall display the hours charged by CONTRACTOR at an hourly rate, including benefits and overhead, not to exceed:

President & CEO	\$90.00
VP of Sales	\$60.00
Sales Manager	\$42.00
Convention Services Mgr.	\$36.75
Public Relations Manager	\$42.00
Accounting	\$42.00
Sales Assistant	\$24.00
Marketing Manager	\$42.00
Marketing Director	\$80.00
Services Coordinator	\$27.00
Services Assistant	\$19.00
Housing Manager	\$27.00
Housing Assistant	\$18.00

7. CONTRACTOR will invoice the COMMISSION only for expenditures related to marketing and servicing conventions that utilize the Oregon Convention Center and conventions that may not utilize the Oregon Convention Center, but that will generate rooms tax revenues for COMMISSION'S use in operating the OCC. In the case of expenditures benefiting also other purposes, CONTRACTOR will bill the COMMISSION in proportion to the benefit of the expenditure to the Oregon Convention Center.
8. The cost of rent and operating costs for the Chicago and Washington, D.C. offices shall be eligible for reimbursement at actual costs. No overhead will be applied.
9. The COMMISSION shall pay all approved invoices within 30 days of receipt.

SUBCONTRACTED WORK

When any subcontractors are retained to be used in the performance of this Agreement, CONTRACTOR agrees to make a good faith effort subcontract with disadvantaged businesses women-owned businesses. CONTRACTOR shall comply with all relevant provisions of the COMMISSION'S approved Purchasing Guidelines.

REVIEWS

CONTRACTOR will report as outlined in Paragraph 5, under "Contractor Agrees" of Marketing Services Agreement, to the COMMISSION with respect to progress on the tasks outlined above including quarterly sales reports, budget reports and DBE/WBE participation. CONTRACTOR will meet with the COMMISSION staff as requested in order to review draft materials and plans to preview all advertising, collateral and direct mail materials prior to their public release.

COORDINATION AND COMMUNICATION

The CONTRACTOR will closely coordinate activities under this Agreement with the COMMISSION staff, particularly the Convention Center marketing staff and OCC Director. Coordination will be achieved by such means as:

- regular sales meetings
- coordination with sales staff to follow up leads
- coordination of bookings
- marketing meetings at key points in development of advertising and collateral materials
- coordination of sales efforts at national conventions and trade shows
- other communication as needed
- coordination of computerization, both at the Convention Center and CONTRACTOR'S office, as well as the sharing of information as a result of the computer linkage.

It is also necessary that the CONTRACTOR work very closely with OCVSN to create a unified seamless approach to marketing of the Portland product to the CONTRACTOR's targeted groups. The job is to promote Portland to all groups who fit the profile without giving competing or confusing messages or information to perspective customers.

PORTLAND OREGON MINORITY CONVENTION AND TOURISM MARKETING AGREEMENT

July 1, 1999

This proposal is based on the premises that POVA is the lead destination-marketing agency for the Portland metropolitan area and that:

- 1) POVA should work to increase the inclusiveness of Portland's visitor industry and market Portland as an attractive location for ethnic minority tourism and conventions; and
- 2) POVA and OCVSN should promote one unified image of Portland as a visitor destination without giving competing or confusing messages to perspective ethnic minority customers.

ACTIVITIES TO BE PERFORMED

MINORITY MARKETING PROGRAM

- POVA, in partnership with OCVSN, will organize and develop a Minority Marketing effort that will encourage the development of a renewed, reinvigorated and coordinated diversity marketing and sales program. This established program would continue to be an important part of the POVA Board efforts to sell Portland as a destination to all groups. The Board will provide suggestions, input and recommendations to POVA and OCVSN and assist in the development of a coordinated marketing plan, which will include measurable goals and objectives. The program will then become part of the annual POVA Program of Work.

CONVENTION MARKETING

The coordinated Ethnic Minority Convention Marketing program will include:

- OCVSN activities and scope of work as outlined in MERC contracts for \$255,000 FY 99-00, \$260,000 FY 00-01, and \$265,000 FY 01-02.
- Plus POVA's current minority convention marketing efforts @ \$100,000 per year.

Specific program and financial responsibilities will be outlined in the Ethnic Minority Marketing Plan, which will be developed jointly by POVA and OCVSN.

ETHNIC MINORITY CONVENTION MARKETING Premise:

The relationship between POVA and OCVSN will be similar to POVA's Washington DC and Chicago based sales staffs, that of being primarily a lead producer. OCVSN will be responsible for initiating the sales process for all ethnic minority groups (all types, sizes, markets and categories) – identification, qualification, and initial lead development.

POVA's sales staff are titled "managers". Recognizing the distinctive nature of the ethnic minority market, it is recommended that the lead OCVSN representative be titled "special marketing director."

Following are general guidelines, which will enable OCVSN and POVA to coordinate sales activities, thus presenting a unified marketing effort to clients. It is recognized that some system and programmatic details will of necessity be negotiated at a later date.

Systems:

- After a lead is developed by OCVSN, it will be routed to the appropriate POVA sales manager (identified by market segment) for sales follow-up. These activities may include, but are not limited to: lead distribution to area hotels and facilities, file creation, direct mail, sales trips, bid proposals, site visits, letters, telephone calls and bid presentations. POVA and OCVSN staff will communicate regarding the status of each client, and the OCVSN staff will participate in the sales process as jointly deemed necessary to close the business.
- POVA will provide to OCVSN all appropriate lead forms, which will be utilized for each individual meeting. Training will be provided to ensure uniformity and completeness of information. Within reasonable limits, OCVSN and POVA staff will be held to the same standards of thoroughness regarding information required for a lead to be processed.

Accountability and Performance Credit:

- In order to ensure accurate tracking and accountability, and activity, each minority lead and booking will list both OCVSN and POVA staff. Each will receive individual numerical credit, although the numbers associated with each group will be counted only once in the overall lead/booking totals.
- All leads and bookings generated by OCVSN will be tracked via POVA's CV BREEZE computer system and monthly printouts will be produced. While OCVSN's goal will be specifically to produce minority leads; credit will also be given for other leads, which may be produced. Leads for ethnic minority groups will be so identified. Upon request, POVA will provide to OCVSN

production status reports as required. As backup, it is recommended that OCVSN retain separate copies of all leads generated.

- With regard to sales trips and trade show attendance, OCVSN staff will complete and file trip reports detailing itinerary, clients met, results, and actions required. POVA forms will be provided.

Communication/Coordination:

- It is anticipated that a substantial amount of communication between OCVSN and POVA staff will occur. Daily communication as required will be conducted by telephone, fax, personal meetings and e-mail (if available).
- Recognizing that accurate and up-to-date client files are absolutely critical, all correspondence generated by OCVSN relating to a group (letters to clients, etc.) will be copied to POVA for inclusion in the group's file. As well, to the greatest extent possible, all client contracts should be documented and forwarded to POVA for inclusion in the file. As backup, it is recommended that OCVSN retain copies of all correspondence and worksheets. POVA staff will follow identical guidelines.
- POVA client files are proprietary. Files generated through OCVSN may be reviewed by OCVSN at any time, but are property of POVA and may not leave the POVA office.
- OCVSN will be included in all regularly scheduled POVA convention sales meetings and will be a member of the POVA Convention Sales Committee (CSC). Additional meetings pertaining specifically to minority marketing will be scheduled as needed.
- It is important that clients understand the teamwork approach that exists between OCVSN and POVA, and not be confused by the introduction of new personnel (beyond their original contact) and organizational names. To alleviate this, mutually agreeable letters will be developed from both POVA and OCVSN explaining our sales procedures, and how our "system" works. In combination with verbal explanations, these letters will be used whenever a lead is turned over to POVA staff for follow-up. It is recommended that client correspondence from both POVA and OCVSN cross-reference the other as much as feasible, thus helping generate a seamless appearance.
- In order to enhance a seamless sales presentation, mutually agreed upon stationary, business cards, and marketing materials will be developed which carry a common marketing theme.

TOURISM MARKETING

- POVA and OCVSN will build destination information, including an inventory of ethnic minority product, and develop awareness and introduce clients to destination's product in a three-year, multi-phased program.
- An OCVSN representative will be a member of POVA tourism marketing committee.

ETHNIC MINORITY COMMUNITY INVOLVEMENT PROGRAMS

- POVA and OCVSN will ensure Portland's ethnic minority industries and organizations are tapped into the local tourism and convention industry through increased minority membership in POVA.
- OCVSN shall diligently work with POVA's membership division and board to help increase ethnic minority membership participation in POVA including developing a community awareness program and speakers bureau.
- OCVSN shall assist POVA and others in the local hospitality community in researching and securing ethnic minorities for on-the-job training and tern programs.
- OCVSN and POVA shall represent a unified presentation with other minority business groups including, but not limited to Oregon Association of Minority Entrepreneurs, Metropolitan Hispanic Chamber of Commerce, African American Chamber of Commerce, JASO, etc., as a method to increase POVA's recognition in the minority communities and help to increase POVA's recognition in the minority communities and help to increase minority membership in POVA.
- POVA will provide educational opportunities to Portland's ethnic minority students in the hospitality industry (scholarship programs/internships for ethnic minority on-the-job training).

GENERAL POINTS OF AGREEMENT

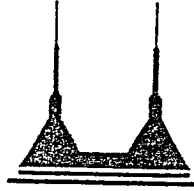
- POVA and OCVSN will jointly develop a standard look specifically for its coordinated ethnic minority marketing activities. This will assist in communicating a "seamless" approach and will include a design for all outside communications (publications, letterhead, business cards, etc.) that will incorporate POVA's logo.
- POVA and OCVSN will publicly support this partnership and each organization in all relevant opportunities.

- OCVSN membership in POVA will be waived for the period of this contract.
- OCVSN and POVA shall include each other at various related meetings of important, including receptions, etc.
- OCVSN will develop annualized goals, objectives and strategies within the approved budget to attract, market and sell ethnic minority groups about Portland and coordinate tourism activities with minority groups as well to be included annually in the POVA Program of Work and approved by the MERC Commission.
- POVA and OCVSN understand that it is important and necessary to include qualified ethnic minority representation at all events and activities, not limited to those targeting a minority audience.
- POVA and OCVSN shall take every possible opportunity to publicize this marketing partnership. POVA shall periodically include information in its newsletters and other materials highlighting minority marketing efforts and/or individual businesses which would support a positive image for Portland and the unified efforts of POVA and OCVSN.
- POVA shall pay OCVSN approved expenses within 30 days of invoice and documentation. Such invoices shall include approved costs for staffing, contracting and other expenses relating only to the minority tourism program and shall not overlap with convention marketing which is funded to OCVSN by MERC.
- POVA shall waive the fee for an OCVSN representative to attend the weekly breakfast and other relevant meetings and/or events.

FUNDING SUMMARY FOR TOTAL ETHNIC MINORITY CONVENTION AND TOURISM MARKETING PROGRAM

<u>Year</u>	<u>MERC CONTRACT TO OCVSN</u>	<u>POVA PROGRAM SUPPORT</u>
Year 1-FY 99-00	\$255,000	\$15,000
Year 2-FY 00-01	\$260,000	\$15,000
Year 3-FY 01-02	\$265,000	\$15,000
Community involvement Over three years		\$15,000
TOTAL:	\$780,000	\$60,000

In addition to the above amounts, POVA will invest up to \$50,000 annually in convention sales and service efforts to support minority convention marketing activities. This includes POVA's share of administration, salaries and overhead.



OREGON CONVENTION CENTER
METRO ER COMMISSION

December 19, 1996

Mr. Roy Jay, President/CEO
Oregon Convention & Visitor Services Network
9045 SW Barbur, Suite 3
Portland, OR 97219

Mr. Joe D'Alessandro
Executive Director
Portland Oregon Visitors Association
26 SW Salmon
Portland, Oregon 97204

Dear Roy and Joe:

Pursuant to the action taken at the December 10, 1996, MERC Commission Meeting and the contract language pertaining to assignment of the Oregon Convention & Visitor Services Network, Inc. to the Portland Oregon Visitors Association, this is your official ninety day (90) notice of such assignment. All responsibility of the OCVSN contract will be transferred to POVA on March 17, 1997. Until that time, all requirements of the Agreement will be monitored by my office.

Should you have any questions, please feel free to call me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jeffrey A. Blosser", with a long, sweeping flourish extending to the right.

Jeffrey A. Blosser
Director

cc: Mark B. Williams
Norm Kraft

Metropolitan Exposition-Recreation Commission

Resolution No. 96-67


Approving the assignment of the Oregon Convention and Visitor Services Network, Inc. (OCVSN) Minority Marketing contract to the Portland Oregon Visitors Association (POVA) for management and oversight.

The Metropolitan Exposition Recreation Commission finds:


- 1) That both organizations, POVA and OCVSN, want to create a seamless, all inclusive approach to marketing Portland to all groups who can meet here.
- 2) That specific work assignments, goals and relationships have been developed and incorporated in both organizations' marketing plans to work in conjunction with each other in this effort.
- 3) That this is the most effective and efficient way to combine all talents and expertise to achieve the goals in each plan.
- 4) That both Agreements permit MERC to assign the OCVSN contract to POVA with appropriate notice and the Commission has the authority to do so.

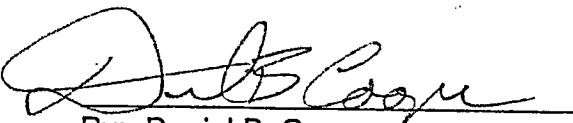
BE IT THEREFORE RESOLVED, that the Metropolitan Exposition Recreation Commission approves the assignment of the Oregon Convention and Visitor Services Network Inc. to the Portland Oregon Visitors Association to manage, as outlined in each Agreement.

Passed by the Commission December 11, 1996.


Chair

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


Secretary-Treasurer


By: Daniel B. Cooper
Metro General Counsel

Marketing Services Agreement

THIS AGREEMENT dated this 15 day of July, 1996, is between the METROPOLITAN EXPOSITION-RECREATION COMMISSION (hereinafter referred to as "COMMISSION") and the OREGON CONVENTION AND VISITOR SERVICES NETWORK (hereinafter referred to as "CONTRACTOR") for the period of July 1, 1996 to June 30, 1999.

Definitions

1. "**Contractor**" shall mean the Oregon Convention and Visitor Services Network, Inc. and staff.
2. "**Commission/MERC**" shall mean the Metropolitan Exposition-Recreation Commission which is the appointed authority that operates the Oregon Convention Center, for its Designee(s).
3. "**Metro**" shall mean the governmental agency which owns the Oregon Convention Center.
4. "**OCC**" shall mean the Oregon Convention Center and appropriate staff including the Director and Marketing Department.
5. "**POVA**" shall mean the Portland Oregon Visitors Association who is contracted by the Oregon Convention Center as its "Prime Contractor" for international and national sales and marketing of the Oregon Convention Center.
6. "**Scope of Work**" shall mean the actual functions and duties that the Contractor shall perform in fulfilling the intent of this Marketing Agreement.
7. "**Work Plan Goals**" shall mean goals to be achieved in conjunction with fulfilling the Scope of Work objectives. These are expectations of this Agreement to which MERC expects to be completed on time and as outlined.
8. "**The Book**" shall mean the actual and physical placement of events to-date on the OCC calendar as well as the management of scheduling and booking of the facility's space.
9. "**Facility**" shall mean the Oregon Convention Center proper.

10. **"Metro Regional Facilities Committee"** shall mean the committee of the Metro Council appointed to address issues of the Metropolitan Exposition-Recreation Commission.
11. **"City of Portland"** shall mean the government agency which contracts with Portland Oregon Visitors Association to attract convention and tourism business to the region.

WITNESSETH:

CONTRACTOR AGREES:

1. For the period July 15, 1996 to June 30, 1999, to perform the services and deliver to the COMMISSION the materials described in the Scope of Work and Work Plan Goals attached hereto; for subsequent fiscal years the Scope of Work and Work Plan Goals shall be modified as provided for herein;
2. To provide all services and materials in a competent and professional manner in accordance with the Scope of Work and established Work Plan Goals.
3. To comply with all applicable provisions of ORS Chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, as if such provisions were a part of this Agreement.
4. To maintain records relating to the Scope of Work and Work Plan Goals on a generally recognized accounting basis and to make said records available to the COMMISSION at mutually convenient times;
5. To present to the COMMISSION quarterly and year-end financial statements and progress reports on CONTRACTOR's budget, sales activities and work plan goals as described in this Agreement. An independent audit will be presented to the COMMISSION upon its completion each year for activities conducted during each fiscal year. If COMMISSION requests a certified audit of contract's activities, such expense will be borne by the COMMISSION.
6. To defend, indemnify and hold the COMMISSION, Metro and their officers, agents and employees 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; and
7. To comply with any "Contract Provisions" attached hereto as so labeled.

8. That all materials created during the term of this Agreement will be the property of the COMMISSION. All such material may be shared with the hospitality industry as deemed necessary by Commission staff, and any information used by COMMISSION to attract or service conventions is for the benefit of increasing the minority ethnic convention business for the Portland Metropolitan region. No copyrighted material shall be produced with funds allocated by this Agreement without the express written permission of Commission or its designee. Any materials produced for the benefit of Portland which are produced under this Agreement, which are totally funded by outside resources other than from COMMISSION, shall become copyrighted by contributing parties.

THE COMMISSION AGREES:

1. For the period July 15, 1996 to June 30, 1997, to pay CONTRACTOR for services performed and materials delivered in the maximum sum of Two Hundred Twenty Five Thousand and No/100ths Dollars (\$225,000.00) and in the manner and at the time designated in the Agreement as follows: July 1, 1997 to June 30, 1998 - \$250,000.00 and for July 1, 1998 to July 1, 1999 - \$250,000.00.

2. To exclusively maintain the bookings schedule, "The Book" for the Oregon Convention Center events for the efficient management and operation of the OCC facility and to assure that the policies established by the COMMISSION are adhered to and maintained, while allowing CONTRACTOR authority to review marketing and service potential and booked clients in concert with OCC marketing efforts.

BOTH PARTIES AGREE:

1. The term of this Agreement shall be for the period commencing July 15, 1996 through June 30, 1999.

2. That the COMMISSION may terminate this Agreement, without cause, upon giving CONTRACTOR ninety (90) days written notice without waiving any claims or remedies it may have against CONTRACTOR.

3. In the event that the COMMISSION terminates the Agreement, CONTRACTOR shall be paid for all services performed prior to the date of such termination. This includes, but is not limited to, advertising, labor, contracted services and any other obligations associated with execution of terms of this Agreement at the time as the Agreement is terminated. COMMISSION shall also negotiate in good faith to settle any other contractual obligations which the CONTRACTOR has entered into for the benefit of this Agreement and such remedies of settlement shall be made within ninety (90) days of any termination.

4. That, in the event of litigation concerning the Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to an appellate court. In the event that a party employs in-house Counsel, or, if Commission uses the services of Counsel provided by Metro, such a party, if prevailing, shall be entitled to the full reasonable market value of its attorney's services.

5. That the services of contractor are unique, and that therefore CONTRACTOR may not, under any condition, assign or transfer this Agreement or any without the express written permission of COMMISSION. Subject to the foregoing, this Agreement shall be binding on each party, its successors, assigns and legal representatives.

6. That the COMMISSION may, at its discretion, assign or transfer this Agreement to POVA with all provisions of funding to remain intact. All reference to management of the contract would transfer or be assigned to POVA. Such assignment or transfer requires a ninety (90) day written notice to CONTRACTOR. If such assignment or transfer is made to POVA, such shall include all financial obligations and contracts already executed prior to said transfer or assignment and POVA or other assignee shall honor such obligations as it relates to the Minority Marketing project.

7. That this Agreement may be amended only by the written agreement of both parties.

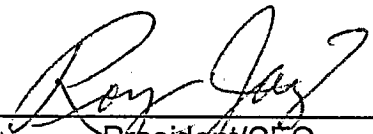
8. That this is the entire Agreement between the parties, and supersedes any and all prior oral or written agreements, discussions or representations.

9. That, in the event of a dispute or disagreement concerning COMMISSION, policies, practices, or marketing needs, the decision of the COMMISSION shall be final and binding on the parties.

TERMS OF THE AGREEMENT:

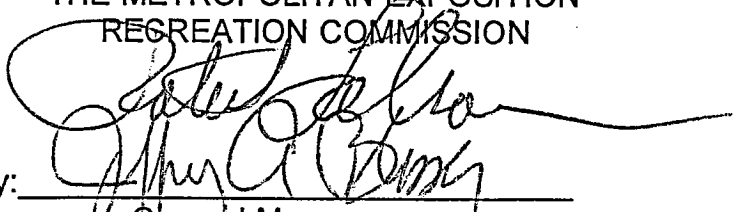
The term of this Agreement shall be for three (3) years, commencing July 15, 1996 through June 30, 1999, with two (2) three-year options available at the sole discretion of the COMMISSION.

OREGON CONVENTION AND VISITOR
SERVICES NETWORK

By: 
President/CEO

Date: July 16, 1996

THE METROPOLITAN EXPOSITION
RECREATION COMMISSION

By: 
General Manger

Date: 7/17/96

APPROVED AS TO FORM
Daniel B. Cooper, General Counsel

By: _____
Mark B. Williams, Sr. Assistant Counsel

CONTRACT PROVISIONS

1. Determination of Scope of Work and Work Plan Goals for Fiscal Year 1996-97. Any subsequent years as may be extended through the provisions of this Agreement.

A. By November 1 of each year, CONTRACTOR shall provide COMMISSION's General Manager, or his designee, with preliminary estimates of the budget, Scope of Work and Work Plan Goals for the subsequent fiscal year.

B. Thereafter, CONTRACTOR and COMMISSION Shall negotiate in good faith to develop a Scope of Work, Work Plan Goals and budget with a goal of approving a final Scope of Work, Work Plan Goals and budget for each successive contract year to accommodate the November 1 deadline.

C. The Scope of Work for Fiscal Year 1996-97 shall be as adopted by the COMMISSION in its annual budget process subject to formal approval and adoption of the COMMISSION's budget process subject to formal approval and adoption of the COMMISSION's budget and as agreed to by CONTRACTOR. Failure of the COMMISSION to adopt a budget or approve a Scope of Work and Work Plan Goals agreed to by CONTRACTOR for a subsequent fiscal year shall cause this Agreement to terminate at the end of the current fiscal year.

2. First Opportunity Program

To the maximum extent possible, CONTRACTOR shall provide a first opportunity hiring program for all positions funded pursuant to this contract. The program shall be consistent with the COMMISSION's adopted first opportunity hiring program and shall offer employment opportunities to the target area as defined by the COMMISSION. CONTRACTOR's program shall be approved by COMMISSION's General Manager, or his designee.

COMPENSATION:

1. The COMMISSION shall pay CONTRACTOR up to the maximum of \$225,000 for CONTRACTOR's actual and reasonable cost in performing this Agreement, for the July 15, 1996-June 30, 1999 period, according to the following provisions.

2. CONTRACTOR's budget for the performance of services under this Agreement is \$225,000. The budget breakdown for major project elements is as follows:

STAFFING (includes fringe benefits)		
Project Director/Manager	\$ 60,000	
Mktg. and Admin. Assistant	\$ 26,400	
Clerical and Research Contractor	<u>\$ 14,400</u>	
		\$100,800
ADMINISTRATIVE EXPENSES		
Communications		
(phones, fax, pagers, cellular, etc.)	\$ 6,500	
Facilities \$1,100 per month	\$ 13,200	
Office Expenses	\$ 7,500	
Postage (UPS, FEDEX, Postage, Permits. Box Rent, Bulk Rate, Business Reply Permit Fees, Etc.)		
Printing, Supplies, Start Up Costs		
Legal	\$ 3,000	
Accounting	\$ 1,000	
Insurance and Licenses	\$ 2,500	
Misc.	<u>\$ 500</u>	
		\$ 34,200
PROMOTIONAL EXPENSES		
Subscriptions and Dues	\$ 1,500	
Associations and Memberships	\$ 3,500	
Hospitality Expenses	\$ 10,000	
Professional Services	\$ 25,000	
Travel Expenses	\$ 15,000	
Advertising & Promotion Expenses	<u>\$ 35,000</u>	
		\$ 90,000
	Total	\$225,000

3. Payment will be on a quarterly basis as an advance on anticipated expenditures over the coming three months. CONTRACTOR shall submit invoicing as follows:

On the 15th of each month beginning a calendar quarter, the CONTRACTOR shall submit and invoice accompanied by financial statements and a short report summarizing progress. The invoice shall:

- a. Summarize and document actual and reasonable costs incurred by major element identified under this Agreement as of the most recent accounting period.
- b. Summarize all past payments made to CONTRACTOR under this Agreement.
- c. Calculate the difference between past payments and actual expenses under this Agreement.
- d. Estimate the costs to be incurred under this Agreement during the succeeding quarter, broken down by major project elements. (The invoice in advance of the first quarter's activities will contain this information only.)
- e. Calculate a total due from the COMMISSION as the difference of (c) and (d) as described above.

4. CONTRACTOR shall maintain records which comply with generally accepted accounting practices to support all estimated billings and subsequent spending. CONTRACTOR shall maintain records documenting actual time spent on marketing the Oregon Convention Center and the Portland metropolitan region.

5. Expenditures shall be documented as appropriate, such as by itemized invoices from advertising agencies, printers and market research firms. All expenditures made by CONTRACTOR pursuant to this Agreement shall be reasonable under the circumstances.

6. Billings for staff services shall display the hours charged by CONTRACTOR at an hourly rate, including benefits, not to exceed:

Project Director/Manager	\$70.00 per hour
Sales and Admin. Assistant	\$50.00 per hour
Clerical and Research Contractor	\$20.00 per hour

7. CONTRACTOR will invoice the COMMISSION only for expenditures related to minority/ethnic marketing of the Oregon Convention Center and other facilities benefiting the region as agreed to in the Scope of Work and Work Plan Goals.

8. CONTRACTOR may include, in costs billed for staff services, reasonable and necessary overhead. CONTRACTOR's overhead allocation plan is show in Budget.

9. At the conclusion of the contract period, actual overhead shall be calculated based on actual expenses, and the COMMISSION shall pay or be rebated the difference between estimated overhead allocated to this Agreement and actual overhead allocated to this Agreement, providing that in no event shall the maximum sum due from the COMMISSION pursuant to this Agreement be extended.

10. The COMMISSION shall pay all approved invoices within 30 days of receipt.

REVIEWS

CONTRACTOR will report as outlined in Paragraph 5, under "Contractor Agrees" of Marketing Services Agreement, to the COMMISSION, with respect to progress on the tasks outlined above including quarterly reports, budget reports, and First Opportunity participation. CONTRACTOR will meet with the COMMISSION staff as requested in order to review draft materials and plans and to review all advertising, collateral and direct mail materials prior to their public release.

COORDINATION AND COMMUNICATION

The CONTRACTOR will closely coordinate activities under this Agreement with the COMMISSION staff, particularly the Convention Center Marketing Staff and OCC Director. Coordination will be achieved by such means as:

- Regular sales meetings
- Coordination with sales staff to follow up leads
- Coordination of marketing plan
- Marketing meetings at key points in development of advertising and collateral materials
- Coordination of sales efforts at national conventions and trade shows
- Other communication as needed
- Coordination of computerization, both at the Convention Center and CONTRACTOR's office, as well as the sharing of information as a result of the computer linkage

- Coordination of familiarization trip
- Coordination and review of printed marketing/sales materials to be distributed promoting Portland and OCC as a destination
- Servicing needs and materials

It is also necessary that the CONTRACTOR work very closely with POVA to create a unified seamless approach to marketing of the Portland product to the CONTRACTOR'S targeted groups. The job is to promote Portland to all groups who fit the profile without giving competing or confusing messages or information to perspective customers.

WORK PLAN GOALS

For Marketing Agreement Period:

- By the dates outlined in the Scope of Work, submit accomplished projects to COMMISSION staff.
- Establish by August of each year, travel schedule, budget and justification for attendance to each event or show. It is herein acknowledged and understood that such travel schedule may be changed due to last minute appointments or matters of urgency.
- Submit quarterly, all expenses with backup and itemized justification for each expenditure.
- By August 1996, have a very detailed advertising and market placement schedule as it relates to the minority/ethnic business with justifications, market potential and necessary budget. All future years' schedules shall be submitted by June 1.
- By August 1996, have a list of at least 20 potential clients who could be identified as legitimate business for OCC and the Portland area.
- By September 1996, outline for Commission approval, a detailed approach as to how the cooperative effort of coordinating referrals, leads, information and sales efforts with POVA and OCVSN will be completed.
- Meet with OCC staff quarterly, starting in July, to discuss project progress and goals in addition to meetings outlined in this Agreement.
- Make two presentations to MERC Commission on accomplishments and progress of projects. Make two presentations to POVA Board on progress of Agreement. Dates to be determined mutually by COMMISSION, POVA and CONTRACTOR.

SCOPE OF WORK

This scope of services outlines tasks, the proposed and budget requirements for a very effective national and regional minority/ethnic marketing program for attracting minority and ethnic convention business to the Portland area and, more specific, the Oregon Convention Center, by the CONTRACTOR. The period for this Agreement is July 15, 1996 - June 30, 1999 and all work for this project will be conducted by the CONTRACTOR under the direction of the CONTRACTOR's President/CEO/Project Director.

SERVICES / PRODUCTS PROVIDED:

1. "Continue to encourage and develop strong relationships with the ethnic/minority business and the broader community by creating a resource base."

CONTRACTOR currently enjoys an excellent relationship with the ethnic minority business and within the hospitality community. To broaden relationships and encourage community advice, support and help, CONTRACTOR will help establish an Minority/Ethnic Convention Advisory Committee. Eleven members will be selected by the City of Portland, POVA, OCC and the CONTRACTOR comprised of individuals representing the broader community business and minority residents including, but not limited to African American, Hispanic, Asian Americans and other minority or ethnic groups. The purpose of this Advisory Committee is to objectively evaluate program content, success of work plan effort as well as increase involvement, membership participation of local, regional and state-wide ethnic and minority organizations, churches, fraternal groups and other activities to continue generating exposure and positive awareness that the minority businesses have or the Oregon Convention Center and the surrounding community. Membership appointments to the Minority Convention and Tourism Advisory Committee will be shared as follows:

POVA - 3 appointments

OCVSN- 3 appointments

OCVSN/POVA/OCC/City of Portland - 5 appointments

Meetings will be on a quarterly basis and attendance is necessary by all members so prescribed duties can be performed. Each member will be selected for a one year term.

2. "Upgrade and maintain the ethnic/minority resource directory."

A very effective directory has been developed to provide a valuable resource of minority businesses and organizations that may be of particular interest to ethnic and minority visitors and meeting planners. CONTRACTOR will update and maintain/expand this directory throughout this Agreement.

3. "Maintain, update and manage a data base of potential ethnic, multi-cultural and minority convention and meeting planners throughout the country to promote Portland."

Data base creation will provide key information about the organizations, conventions, meeting planners, throughout the country who have the potential of meeting in Portland. Information should provide the following: contact, name, address, phone number, group size and meeting needs and any other pertinent sales criteria. The establishment of this profile will also include convention size, room night needs and pick up history, special needs, previous location, selection criteria, time group meets, etc.

4. "Create, develop, budget advertising and promotional materials which will market Portland, attract conventions and influence ethnic/minority convention planners."

CONTRACTOR is to select publications and advertising medias for placement, develop ad and marketing campaign within the prescribed and approved budget. Placement of advertising needs to coincide with budget preparation along with the justification of such ad placement for potential customer reach. Any other corresponding materials, brochures, videos and the like should also be developed by CONTRACTOR provided this development is approved by COMMISSION and within the budget and scope of the Agreement.

5. "Work in conjunction and cooperation with POVA in CONTRACTOR's sales and marketing efforts."

CONTRACTOR's primary effort is in the marketing and promotion of Portland as a convention destination for ethnic and minority groups. CONTRACTOR will work towards attracting all minority markets which fit the Portland infrastructure support with no restrictions as to size of group. It is also important that the CONTRACTOR utilize the expertise of POVA Sales and Service staff to secure the groups as the CONTRACTOR feels is needed. Such current expertise is already here and will supplement the marketing effort while minimizing the expense to sell and service potential clients. CONTRACTOR shall receive joint booking credit for other meetings, conventions, conferences or events which CONTRACTOR was instrumental in security for POVA, OCC or other local entity.

6. "Develop and produce the necessary collateral materials, including bid packets that would specifically influence and enhance ethnic minority groups."

CONTRACTOR to design, develop basic bid packages or enhance current bid packages with that will enunciate specialized materials, services and business opportunities for minority meeting planners. These could include brochures, business cards, direct response cards, custom presentation folders, labels, etc.

7. CONTRACTOR shall include recognition of POVA in selected advertising promotion/marketing and POVA shall closely coordinate any and all minority convention marketing advertising or community involvement efforts with CONTRACTOR. All approved funding for this Agreement, when approved by COMMISSION, shall remain free of any financial interference from any other marketing agencies.

8. CONTRACTOR shall participate, encourage, develop and promote diversity training and servicing as the budget shall allow. It is in the COMMISSION's interest to review their training items annually and shall work with the CONTRACTOR on establishing a training program if funds are allocated for such an effort.