

METROPOLITAN EXPOSITION RECREATION COMMISSION

RESOLUTION NO. 02-26

For the purpose of authorizing the Phase II Scope of Work in the Front Row Marketing Personal Services Agreement.

WHEREAS, the Commission selected Front Row Marketing to provide consulting services related to the Assessment, Identification and Development of a Sponsorship, Advertising and Naming Rights program in two phases, and the Commission authorized the General Manager to execute a personal services agreement with Front Row Marketing; and

WHEREAS, Front Row Marketing has provided the MERC Commission the results of Phase I Scope of Work which is a Marketing Plan and comprehensive analysis of the value and benefits associated with the Phase I assessment; and

WHEREAS, in the personal services contract with Front Row Marketing, the Commission retained the right to determine whether to proceed with Phase II of the sponsorship, advertising and naming rights program; and

WHEREAS, Phase II of the program requires Front Row Marketing to market sponsorship opportunities and similar assets to prospective buyers; and

WHEREAS, the Commission desires to proceed with Phase II of the program, provided that any naming of MERC facilities will follow Metro Code and MERC Commission Policy throughout the term of Phase II.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition Recreation Commission authorizes proceeding with Phase II Scope of Work in the Front Row Marketing Personal Services Agreement.

Passed by the Commission on August 28, 2002.



Chair

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



By: Lisa Umscheid
Senior Assistant Counsel



Secretary/Treasurer

MERC STAFF REPORT

Agenda Item/Issue: Approval to proceed with the Phase II Scope of Work in the Personal Services Agreement with Front Row Marketing related to the MERC Assessment, Identification and Development of Sponsorship, Advertising and Naming Rights Program.

Resolution No.: 02 -26

Date: August 28, 2002

Presented by: Jeffrey A. Blosser

Background and Analysis: The MERC Strategic Plan was approved by the MERC Commission and includes goals and direction to OCC staff. Strategies to meet these goals were identified for the enhancement of financial stability and included specifically, that rates and fees must be set at levels sufficient to meet an established fund balance to deal with economic downturns, pursue revenue-generating opportunities, or improve operational efficiencies. MERC Staff identified sponsorship, advertising and naming rights programs for MERC facilities as a revenue generating opportunity. In January 2002, MERC Resolution 02-02 was approved, authorizing MERC staff to issue a Request for Proposals to provide consulting services to assist the MERC Commission to assess, identify and develop a sponsorship, advertising and naming rights program for MERC facilities. Front Row Marketing was selected and contracted to provide these services beginning with a Phase I Scope of Work to provide an analysis of potential arrangements, benefits and terms for a MERC based assets in a marketing plan for advertising, sponsorship and naming program (Marketing Plan). Phase I has been completed and presented to the MERC Commission outlining the potential value and benefits associated the MERC facilities. Phase II is the actual activity for marketing and selling of MERC facilities relative to naming rights, sponsorships and advertising.

Recommendation: Staff recommends that the Metropolitan Exposition-Recreation Commission approve proceeding with Phase II of the Front Row Marketing Group Personal Services Agreement.

M E M O R A N D U M

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1700 | FAX 503 797 1797



METRO

DATE: November 16, 2001

TO: Jeff Blosser, OCC Director
Lisa Brown, OCC Administrative Assistant
Bryant Enge, MERC Director of Administration
Joe Barrett, MERC Purchasing Analyst

FROM: Kathleen A. Pool *KAP*
Senior Assistant Counsel

RE: *Naming Policies*

Lisa has provided me with the rough notes for the Marketing Plan RFP, and I have sent some organizational suggestions by email. There are Metro Code provisions, a MERC naming policy, and an agreement with Friends of the PCPA which also impact this project. Copies of the Metro Code provisions and the MERC Naming Policy are attached. Both the RFP and the Contract should state clearly that these policies restrict the sale of naming rights, unless there is agreement to change them.

cc: Lisa Umscheid

IAS.6.1.5(10901)jbb.001
OGC/KAP/kvw (11/16/01)

CHAPTER 2.16

NAMING OF FACILITIES

SECTIONS	TITLE
2.16.010	Statement of Purpose
2.16.020	Policy for Naming of Facilities
2.16.030	Facility Names

2.16.010 Statement of Purpose

This chapter is established to provide a policy for the naming of facilities owned or operated by Metro. This policy includes facilities that are operated by a Metro department, commission, or other entity which has responsibility for facility operations.

(Ordinance No. 94-576A, Sec. 1.)

2.16.020 Policy for Naming of Facilities

(a) Facilities owned by Metro shall be named through adoption of an ordinance by the Metro council. Such an ordinance shall state the name and address of the facility, which shall be included in this chapter. For purposes of this section, a "facility" shall be a building, which may contain one or more rooms, theaters, halls, offices, exhibits, etc., a group of buildings under common management with a shared mission, or a zoo, park, open space, trail, cemetery, golf course, boat ramp, or other outdoor area owned by Metro.

(b) The principal purpose of the name of a facility shall be to identify the facility's function and purpose. When the council deems it to be practicable and advisable, the name may also reflect the facility's ownership, location, source or sources of funding for its construction, or the contribution of effort made by a person or persons toward its construction, acquisition, or operation.

(c) A Metro facility may be named after any living person who has not held elective office in Oregon. In the event Metro acquires ownership of a facility that was named after a living person by the facility's former owner, the facility shall continue to bear that name.

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RECEIVED MAY 18 1992

RESOLUTION NO. 176

Whereas the Metropolitan Exposition-Recreation Commission has been requested to approve a Policy for Naming Buildings, Theatres, and Spaces at the Portland Center for the Performing Arts.

THE METROPOLITAN EXPOSITION-RECREATION COMMISSION FINDS:

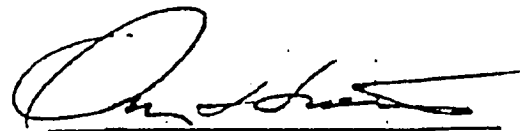
1. That the Portland Center for the Performing Arts Advisory Committee worked diligently to write such a policy;
2. That the Advisory Committee adopted the policy and has forwarded it to the Commission;
3. That the policy clearly defines methods of naming and memorializing spaces at the Portland Center for the Performing Arts;
4. That the policy is appropriate for the Portland Center for the Performing Arts;

BE IT THEREFORE RESOLVED that the Metropolitan Exposition-Recreation Commission adopts that policy attached as Exhibit "A".

Passed by the Commission on May 13, 1992.

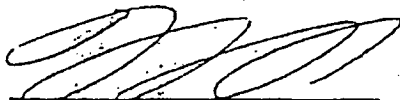


Chairman



Secretary/Treasurer

APPROVED AS TO FORM:



Metro General Counsel



Portland Center for the Performing Arts

Robert A. Freedman, Director • Portland Civic Auditorium • Arlene Schnitzer Concert Hall • Intermediate Theatre • Dobson Wingsted Theatre

May 5, 1992

TO: Metropolitan Exposition-Recreation Commission

FROM: Robert A. Freedman *(RAF)*
Director, Portland Center for the Performing Arts

SUBJECT: Naming Policy

Background

Approximately one year ago, Commissioner Lindberg's office received several inquiries about the possibility of naming the Intermediate Theatre. These inquiries brought to light that the Portland Center for the Performing Arts did not have a policy or guidelines for handling these requests. Commissioner Lindberg's office requested that the Portland Center for the Performing Arts Advisory Committee look at this issue and determine if a policy and/or guidelines could be established.

Advisory Committee Chairperson, Harriet Sherburne asked Pam Baker to chair a sub-committee and report back to the full committee. The sub-committee members were: Pam Baker, Chair, Richard Ares, George Bell, Robert Freedman, Cindy Fuhrman, Kathleen Johnson-Kuhn, Mary Ann Normandin and Vickie Rocker.

The sub-committee reviewed naming policies that have been adopted by other area organizations such as the Zoo, Metro and the City of Portland's Parks Department.

Many issues were deliberated in the several meetings of the sub-committee and the result is the attached document which addresses the naming of spaces as a result of a contribution and the memorializing of space for an individual.

The Portland Center for the Performing Arts Advisory Committee passed the policy in their February meeting and is now submitting the document on to the Metropolitan Exposition-Recreation Commission for review and adoption.

Recommendation

It is recommended that the attached **POLICY FOR NAMING BUILDINGS, THEATRES AND SPACES AT THE PORTLAND CENTER FOR THE PERFORMING ARTS** be adopted by the Commission.

Lee Johnson-Kauf
General Manager's Concurrence

GENERAL CRITERIA

The Portland Center for the Performing Arts is a highly visible entity. Any naming shall be done with patience and deliberation; and shall be consistent with the public image of the facility, as well as:

1. Convey a cohesive marketing identity among the individual parts and of the facilities as a whole;
2. Carry both a regional identity as well as recognition of the role the City of Portland has played in the development of the Center;
3. Carry names that are consistent with the use of particular buildings, theatres, public spaces and various function rooms (i.e. "The John Doe Star Dressing Room" or "The John Doe Rotunda", etc.);
4. Minimize and/or avoid confusion about the exact nature of the facilities; and
5. Be in keeping with the overall value to the community of the facilities and their operation.

The magnitude of recognition shall be in keeping with the significance of the contribution to the cultural life of the Portland metropolitan region.

MEMORIALS

Consideration in providing such recognition shall be in acknowledgment of an individual's substantial efforts to improve the quality of the cultural life of the Portland metropolitan area. The following criteria shall be used as a guideline for consideration of naming any space as a memorial to an individual:

1. Significant contribution of time and talent or financial support to the fostering of the arts;
2. Significant leadership in increasing the visibility, viability and health of cultural activities and/or organizations; and
3. Community-wide recognition of the individual's name.

The individual shall be deceased for at least 2 years, and approval for the naming granted by the next of kin.

RECOMMENDED GIFTS OPPORTUNITIES

PORTLAND CENTER FOR THE PERFORMING ARTS

PORTLAND CENTER FOR THE PERFORMING ARTS	\$19,000,000	City of Portland
ARLENE SCHNITZER CONCERT HALL	1,000,000	Arlene Schnitzer
Conductor's Suite	50,000	McCoy Foundation
Star Dressing Room	50,000	McCoy Foundation
Performer's Lounge	50,000	Lloyd Foundation
Pianos: 9-foot	50,000	Lloyd Foundation
7-foot	25,000	Pacific NW Bell
Crystal for Grand Lobby Chandeliers	20,000	Zell Brothers
Grand Lobby	500,000	Available
Dress Circle seating	200,000	Available
Acoustical Shell	150,000	Available
House Sound System	100,000	Available
Acoustical Enhancement System	100,000	Available
Choir Loft	75,000	Available
Chorus Warm-up Room	50,000	Available
Stage Floor & Orchestra Pit Elevator	50,000	Available
Seats (each)	500	Available
NEW THEATRE BUILDING	1,500,000	Available
Grand Lobby	150,000	Anonymous
Glass Ceiling Dome in Lobby	50,000	M/M Fred MacDonald
Concession Bar	50,000	Anonymous
Actors' Entrance (Broadway at Madison)	75,000	Available
Central Box Office	50,000	Available
INTERMEDIATE THEATRE	650,000	Available
Piano: 7-foot	25,000	Portland Rotary Fdtn.
Lighting/Sound/Broadcast/ Directors' Control Booth	75,000	Available
Act Curtain	75,000	Available
Green Room/Lounge	75,000	Available
Stage Floor & Orchestra Pit Elevator	50,000	Available
Acoustical Shell	50,000	Available
Seats (each)	500	Available
WINNINGSTAD THEATRE	250,000	Winningstad
Auditorium Floor & Lifts	100,000	Available
Seating Stalls: Orchestra Level	50,000	Available
First Balcony Level	50,000	Available
Second Balcony	50,000	Available
Stage Floor & Orchestra Pit Elevator	50,000	Available
Seats (each)	500	Available
STUDIO/RECITAL HALL	350,000	Available

METROPOLITAN EXPOSITION RECREATION COMMISSION

RESOLUTION NO. 02-10

For the purpose of selecting Front Row Marketing Services as the Contractor to provide consulting services to assist the MERC Commission to assess, identify and develop a sponsorship, advertising and naming rights program for MERC facilities and further, to authorize the General Manager to execute a Personal Services Agreement on behalf of the Commission.

WHEREAS, the Commission approved Resolution No. 02-02 on January 23, 2002, authorizing staff to issue a Request for Proposal for consulting services to assist the MERC Commission to assess, identify and develop a sponsorship, advertising, and naming rights program for MERC Facilities; and

WHEREAS, the MERC Sponsorship, Advertising and Naming Rights Program Selection Commission was established, and the Committee reviewed and scored the two RFP responses received; and

WHEREAS, the Selection Committee has determined that Front Row Marketing Services is the firm who best meets MERC's needs and further recommends that a consulting services contract be awarded to Front Row Marketing, Inc. to assist the MERC Commission to assess, identify and develop a sponsorship, advertising and naming rights program for MERC facilities.

BE IT THEREFORE RESOLVED that the Metropolitan Exposition Recreation Commission approves the selection of Front Row Marketing Services as the Contractor to provide consulting services to assist the MERC Commission to assess, identify and develop a sponsorship, advertising and naming rights program for MERC facilities, and authorizes the MERC General Manager to execute a Personal Services Agreement on behalf of the Commission, attached as Exhibit A.

Passed by the Commission on March 27, 2002

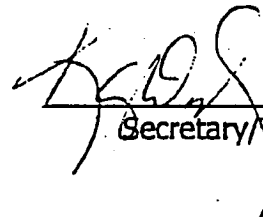


Chair

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



By: Kathleen A. Pool,
Senior Assistant Counsel



Secretary/Treasurer

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between the Metropolitan Exposition-Recreation Commission (MERC), whose address is P.O. Box 2746, Portland, Oregon 97208 and governing body for The Oregon Convention Center, The Portland Metropolitan Exposition Center and The Portland Center for the Performing Arts and FRONT ROW MARKETING SERVICES whose address is 10601 U.S. Hwy 19 North, Pinellas Park, Florida 33782 hereinafter referred to as the "CONTRACTOR."

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

Duration

This personal services agreement shall be effective April 1, 2002, and shall remain in effect until and including June 1, 2003, unless terminated or extended as provided in this Agreement.

Scope of Work

CONTRACTOR shall provide all services and materials specified in Phase I of the attached "Exhibit A — Scope of Work," which is incorporated into this Agreement by reference. Following completion of Phase I, MERC may elect, at its sole option, to proceed with Phase II, said election to be by Resolution of the MERC Commission. CONTRACTOR, in accordance with the Scope of Work, shall provide all services and materials in a competent and professional manner.

Payment

A. For services performed and materials delivered in connection with Phase I of the Scope of Work, MERC shall pay Contractor as follows:

1. A maximum sum not to exceed THIRTY-FIVE THOUSAND DOLLRS (\$35,000); and
2. Reimbursement for CONTRACTOR'S reasonable out-of-pocket expenses (such as expenses for travel, entertainment, marketing fliers or other marketing materials, postage, telephone charges and teleconferencing), provided that MERC has approved the expenses in advance.
3. Payment shall be made monthly upon receipt of invoice with final payment due with final report.

B. If MERC, at its sole option, elects to proceed with Phase II of the attached Scope of Work, MERC shall pay CONTRACTOR for Phase II services as follows:

1. During the first sixth months of the Phase II work, MERC shall pay CONTRACTOR a monthly fee of \$6,500 per month. The total sum of any commissions CONTRACTOR earns under this agreement (as described in paragraph 3, below) will be reduced by the amount of one-half of the total of all Phase II monthly fees paid under this agreement.

2. Any commissions due under this agreement for Phase II services will also be reduced by \$17,500 (one-half of all fees paid by MERC for Phase I work).
3. In the event that MERC realizes revenue from naming rights, advertising, or sponsorship agreements entered into by MERC during Phase II as a sole result of the work and efforts of CONTRACTOR during Phase I, MERC shall pay CONTRACTOR a commission as follows:
 - a. For any naming rights agreement, MERC shall pay CONTRACTOR a commission in the amount of seven percent (7%) of the total revenue MERC actually receives from the naming rights agreement. A naming rights agreement is defined as any facility, portion of a facility, room or space that is permanently renamed as a result of the CONTRACTOR'S process and approved by MERC, Metro and/or the City of Portland.
 - b. For all other advertising or sponsorship agreements, MERC shall pay CONTRACTOR a commission in the amount of ten percent (10%) of the total revenue MERC actually receives from the agreements.
 - c. MERC shall pay any commissions owed in three equal installments over a three-year period beginning on the date MERC actually receives the revenue from the agreements.
 - d. MERC shall be required to pay commissions to CONTRACTOR only if MERC enters into a naming rights, advertising, or sponsorship agreement during the time that this agreement with CONTRACTOR is in effect. MERC is not required to pay commissions to CONTRACTOR for naming rights, sponsorship, or advertising agreements MERC enters into after this agreement with CONTRACTOR is terminated or expires.

Insurance

CONTRACTOR shall provide and maintain at CONTRACTOR'S expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

- A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.
- B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. MERC, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to MERC thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR'S operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide MERC with a certificate of insurance complying with this article and naming MERC 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.

CONTRACTOR shall not be required to provide the liability insurance described in this Article only if an express exclusion relieving CONTRACTOR of this requirement is contained in the Scope of Work.

Indemnification

CONTRACTOR shall indemnify and hold MERC, its 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 MERC and for any claims or disputes involving subcontractors.

Maintenance of Records

CONTRACTOR shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow MERC 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 MERC makes final payment and all other pending matters are closed.

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 MERC, and it is agreed by the parties that such documents are works made for hire. CONTRACTOR hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such documents.

Project Information

CONTRACTOR shall share all project information and fully cooperate with MERC, informing MERC 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 MERC.

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 MERC. 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, 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 MERC.

Right to Withhold Payments

MERC shall have the right to withhold from payments due to CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC 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.

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.

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.

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.

Termination

This Agreement may be terminated by mutual consent of the parties. In addition, MERC may terminate this Agreement by giving CONTRACTOR 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.

No Waiver of Claims

The failure to enforce any provision of this Agreement shall not constitute a waiver by MERC of that or any other provision.

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.

FRONT ROW MARKETING SERVICES Metropolitan Exposition-Recreation Commission

By John L. McDonald

By [Signature]

Title Gen. Vice President

Title GM

Date 4/1/02

Date 4/5/02

Exhibit A**SCOPE OF SERVICES**
Description of the Work

A. **Phase I** – CONTRACTOR shall furnish all labor, materials, equipment and technical and professional services and other items required to provide the Commission with a comprehensive analysis of potential arrangements and the benefits and terms of these arrangements for the MERC based assets in a marketing plan for an advertising sponsorship and naming program (the “Marketing Plan”). It is anticipated that the following activities will be undertaken by the successful proposer in conjunction with development of the Marketing Plan.

1. The identification and package of the naming rights (the “Naming Rights”) product to include: title recognition, the logo, permanent signage, advertising exposure, media exposure, on and off-site exposure, sponsorship opportunities, hospitality, and other opportunities.
2. The identification of other sponsorship opportunities throughout the MERC facilities, to include: the logo, permanent signage, advertising exposure, media exposure, on and off-site exposure, sponsorship opportunities, hospitality and other opportunities.
3. The identification of advertising opportunities throughout the MERC facilities, to include: the logo, permanent signage, advertising exposure, media exposure, on and off-site exposure, and other opportunities.
4. Estimate of the media impressions, media and exposure value of such naming rights, sponsorship opportunities, and advertising opportunities.
5. Analysis of the value of naming rights for comparable exposition, performing arts and convention center facilities and the various issues associated with establishing a “naming package”.
6. If requested by the Commission, an analysis of potential revenues to be generated from the packaging of Naming Rights to the expanded Center with naming rights to any other public space or facilities deemed related to the areas.
7. Identify an inventory of assets (the “Salable Assets”) in all facilities for which sponsorship or advertising rights can be sold.
8. Identify other forms of potential private sector support or sponsorship (the “Other Assets”) for all facilities including, without limitation, pouring rights, exclusive service contracts, ticket back advertisements, retail opportunities, telecommunications contracts, sponsorship of business center and audio/visual capabilities.
9. Evaluate each of the Salable Assets, the other Assets and the Naming rights (Collectively, the “Assets”) group them into classifications or packages or sponsorship opportunities and assign a value to each according to their classifications. Some assets may be identified as stand-alone opportunities.
10. Development of a marketing/information program for the assets and the separate asset packages, which shall focus on the benefits to be obtained by sponsors of the assets, including building of brand awareness, penetrating new markets and capturing the attention of targeted audiences.

11. Identification and targeting of prospective buyers.
12. Fee structure showing hourly rate plus related costs with a not to exceed amount; or, a commission plus related costs for development of Phase I.

B. Phase II – CONTRACTOR shall furnish the labor, materials, equipment and technical and professional services and any related items required to provide the following services.

1. Marketing the assets and sponsorship opportunities to prospective buyers, which may include, at the Commission's sole discretion, the preparation and issuance of one or more request(s) for proposals.
2. Evaluation of prospective offers/proposals from buyers.
3. Negotiation with prospective buyers and consummation of sponsorship contracts.
4. Work in conjunction with the Commission to prepare a communication program regarding the Marketing Plan and the merits of completed sponsorship contracts for use by the Commission in communicating with its major shareholders, elected officials, clients, media outlets and the community.
5. Proposed fee structure for Phase II with hourly rate plus related costs with a not to exceed amount; or a commission plus an estimate of any costs associated with Phase II.

The Commission, in its sole discretion, shall decide whether to proceed with Phase II based on its analysis of the results of Phase I and the Marketing Plan developed by the successful proposer, and the contract between the Commission and the successful proposer (the "Contract") shall provide the Commission with the right to terminate the same upon the completion of Phase I.

The Commission hopes to receive the completed Marketing Plan within 120 days of the commencement of the Contract. If any proposer believes that they would be unable to complete the Marketing Plan within such period of time, such proposer must include an estimate of the amount of time required for completion of the Marketing Plan in its proposal.

CONTRACTOR'S billing statements will include an itemized statement of work done and expenses incurred during the billing period, will not be submitted more frequently than once a month, and will be sent to MERC. MERC will pay CONTRACTOR within 30 days of receipt of an approved billing statement.