

METROPOLITAN EXPOSITION RECREATION COMMISSION

Resolution No. 05-02

For the Purpose of Approving An Amendment To The Marketing Services Agreement With The Portland Oregon Visitors Association, And Authorizing The MERC General Manager To Execute The Amendment.

WHEREAS, MERC and the Portland Oregon Visitors Association are parties to a Marketing Services Agreement, as amended by the parties, which expires on June 30, 2005; and

WHEREAS, MERC desires to extend the term of the Marketing Services Agreement for a period not to exceed six months in order to provide the MERC staff with additional time to issue a request for proposals for a national marketing, sales and convention services contractor for the Oregon Convention Center; and

WHEREAS, the Portland Oregon Visitors Association has agreed to the extension of the contract term.

BE IT THEREFORE RESOLVED AS FOLLOWS:

1. The Metropolitan Exposition-Recreation Commission approves the amendment to the Marketing Services Agreement, in a form substantially similar to the attached Exhibit "A"; and
2. The Metropolitan Exposition-Recreation Commission authorizes the MERC General Manager to execute the amendment on behalf of the Commission.

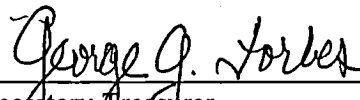
Passed by the Commission on January 26, 2005.



Chair

Approved as to Form:
Daniel B. Cooper, Metro Attorney

By: 



Secretary-Treasurer

MERC Staff Report

Agenda Item/Issue: Approving the extensions to the national marketing sales agreements with the Portland Oregon Visitors Association and the Oregon Convention and Visitor Services Network.

Resolution No.: 05-02

Presented By: Jeffrey A. Blosser

Date: January 26, 2005

Background and Analysis: The MERC Commission is currently writing an RFP (request for proposal) for national marketing and sales services for the Oregon Convention Center. This will be a ten-year commitment potentially and extra work is being performed by staff to put forth the best document in order to secure the needed response. More control mechanisms, reporting processes, goal setting and incentives are part of this new document. With this in mind, staff has determined that the work and approval process will go beyond the current contract termination date of June 30, 2005, and is requesting a three-month extension with a potential month-to-month extension provision if needed to complete this work and prepare the RFP for release. The extension information was sent to the two contractors for their review. Both contractors will submit work plans for the extended time frame of the contract as well as submitting individual monthly billings for exact costs of the extension period and any month-to-month costs if exercised.

Fiscal Impact: There will be no financial impact outside of the MERC approved budget for FY 2005-06 for the national marketing contract.

Recommendation: Staff recommends that the Metropolitan Exposition Recreation Commission approve the extensions to the national marketing sales agreements with Portland Oregon Visitors Association (POVA) and the Oregon Convention and Visitor Services Network (OCVSN) for a period of three months ending September 30, 2005; and approve a provision to extend this contract on a month-to-month basis to allow for the necessary time to finalize the RFP to accomplish the goals MERC and staff have for the final product before soliciting responses for national marketing and sales services.

2005-07 POVA business plan attached for review.

**AMENDMENT TO THE MARKETING SERVICES AGREEMENT BETWEEN THE
METROPOLITAN EXPOSITION RECREATION COMMISSION AND THE
PORTLAND OREGON VISITORS ASSOCIATION**

This Amendment to the Marketing Services Agreement is entered into on this ____ day of _____, 2005 by the Metropolitan Exposition-Recreation Commission (hereinafter "MERC") and the Portland Oregon Visitors Association (hereinafter "POVA").

RECITALS

WHEREAS, MERC and POVA are parties to a Marketing Services Agreement (as amended by the parties, hereinafter "Agreement"), which expires on June 30, 2005;

WHEREAS, MERC and POVA mutually desire to amend the Agreement to extend the term beyond June 30, 2005, on the terms and conditions contained in this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. **Term.** The term of the Agreement is extended to September 30, 2005. In addition, on October 1, 2005, November 1, 2005, and December 1, 2005, the term of the Agreement shall extend automatically for a one-month period, unless MERC provides POVA with written notice of termination no later than the 10th day of the preceding month. The term of the Agreement shall automatically expire on December 31, 2005.
2. **Work Plan, Budget, And Payment.**
 - a. **Work Plan And Payment for Services From July 1, 2005 to September 30, 2005.** For services provided by POVA from July 1, 2005 to September 30, 2005, MERC shall pay POVA for POVA's actual and reasonable costs up to a maximum quarterly payment of \$506,193. POVA shall document its costs by invoices submitted consistent with the billing procedures established in the Agreement. POVA shall not be eligible for an incentive payment for any work performed during this quarter.
 - b. **Work Plan And Payment for Monthly Services Provided After September 30, 2005.** For each month that POVA provides services from October 1 through December 31, 2005, MERC shall pay POVA for POVA's actual and reasonable costs up to a maximum monthly payment of \$168,730. POVA shall document its costs by invoices submitted consistent with the billing procedures established in the Agreement. POVA shall not be eligible for incentive payments for any work performed during any of the months from October 1 through December 31, 2005.
 - c. **Work Plan And Budget.** On or before June 1, 2005, POVA shall submit a work plan and budget for the period from July 1, 2005 to December 31, 2005, with the

work tasks identified by month. The work plan and budget shall be acceptable to MERC, in its sole discretion.

3. **Termination Accounting.** On or before the last day of the Agreement, POVA shall submit documentation to MERC of any out-of-pocket costs (such as booth fees or registration fees) incurred by POVA in order to enable MERC and/or MERC's marketing contractor to attend trade shows or industry events on behalf of MERC after the last day of the Agreement. MERC shall reimburse POVA for any such documented out-of-pocket costs actually incurred by POVA.
4. **Remaining Terms.** All other provisions of the Agreement, as amended by the February 27, 2001 Addendum, the June 27, 2001 Amendment, and the July 1, 2002 Addendum shall remain in effect through the term of the Agreement, unless sooner terminated as provided by the Agreement.
5. **Entire Agreement.** This Amendment, together with the Agreement, the February 27, 2001 Addendum, the June 27, 2001 Amendment, and the July 1, 2002 Addendum constitute the entire agreement and understanding between MERC and POVA. No provision of this Agreement may be modified unless mutually agreed to in writing, signed by both parties.

**METROPOLITAN EXPOSITION-
RECREATION COMMISSION**

**PORTLAND OREGON VISITORS
ASSOCIATION**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____