

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
TEL 503 797-1547

PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

January 21, 2000

Joe D'Alessandro  
President and CEO  
Portland Oregon Visitors Association  
Two World Trade Center  
26 SW Salmon  
Portland, Oregon 97204

Dear Mr. D'Alessandro:

Thank you for your help last night. I appreciate the time and energy you have dedicated to this challenge. It is sometimes disheartening to watch people try to undo the good work of others for reasons that are beyond comprehension.

Please keep up your effort on the transient lodging/vehicle rental tax. I look forward to working with you on the creation of an East County marketing plan.

Sincerely,

Rod Park  
Metro Councilor  
District One

RP:sm

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PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

January 21, 2000

Larry Harvey  
Larry Harvey Public Relations  
22830 SW 93<sup>rd</sup>  
Tualatin, Oregon 97062

Dear Mr. Harvey:

Thank you for your help last night. I appreciate the time and energy you have dedicated to this challenge. It is sometimes disheartening to watch people try to undo the good work of others for reasons that are beyond comprehension.

Please keep up your effort on the transient lodging/vehicle rental tax. I look forward to working with you on the creation of an East County marketing plan.

Sincerely,

Rod Park  
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METRO

January 21, 2000

Andrew Bremner  
Briarwood Inn  
2752 NE Hogan Dr.  
Gresham, Oregon 97030

Dear Mr. Bremner:

Thank you for your help last night. I appreciate the time and energy you have dedicated to this challenge. It is sometimes disheartening to watch people try to undo the good work of others for reasons that are beyond comprehension.

Please keep up your effort on the transient lodging/vehicle rental tax. I look forward to working with you on the creation of an East County marketing plan.

Sincerely,

Rod Park  
Metro Councilor  
District One

RP:sm

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
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PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

January 26, 2000

Andrew Bremner  
C/O The Briarwood Inn  
2752 NE Hogan Dr.  
Gresham, OR 97030

Dear Andrew,

I wanted to take this opportunity to thank you for your willingness to be an excellent resource to East County and the region. Your knowledge of the hotel/motel, tourism industry and marketing required to make that viable for our area, has been an invaluable service to me and others.

I have especially appreciated your ability to deliver the facts on the topics asked of you without becoming involved in the politics. Without facts being provided, our discussions would have been based upon hearsay and supposition. Your participation in those discussions was and will continue to be essential. Because of your hard work and the work of others, the East County region is now working on a marketing plan through GAVA with the help of POVA, to foster our local tourism industry. In addition, GAVA and POVA are also now working closely together, linking web sites, exchanging data and information which had never happened before.

We are centered in the triangle created by Portland, the Columbia river scenic area and majestic Mt. Hood. We have natural assets that are such an advantage to East County but people have to come to Oregon before we can serve them. Your vision of the prosperity of what this area and Oregon could be for the tourism industry if properly marketed, will help propel us to fulfilling that goal. I know your continued involvement will only ensure our potential will be reached to the benefit of your industry, East County and Oregon.

Once again, thank you for all your help in providing facts on the industry, your willingness to take the extra time to educate politicians like myself, and your enthusiasm for your chosen profession.

Sincerely,

A handwritten signature in cursive script that reads "Rod Park".

Rod Park

Metro Councilor District One

cc: Metro Council

Mayor Becker, Gresham

Mayor Vonderharr, Fairview

Mayor Thalsofer, Troutdale

Mayor Robertson, Wood Village

Mayor Katz, Portland

Joe D'Alessandro, Portland Oregon Visitor's Association

Catherine Comer, Gresham Area Visitor's Association

COUNCILOR ROD PARK

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PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

January 31, 2000

Mayor Katz  
City of Portland  
1221 SW Fourth Avenue, Room 340  
Portland, Oregon 97204

RE: Hotel/motel tax and exemption of the Civic Stadium

Dear Mayor Katz: *Vera,*

Thank you for the call last week from your Chief of Staff Sam Adams. I understand you tried to reach me by phone, and I'm sorry that I was not in to take her call.

Although I was able to convince the cities of Fairview, Gresham and Wood Village to approve the compromise, I was unable to convince the City of Troutdale. I feel confident, however, that the compromise is the best for the region.

As I have tried to impress on my colleagues in East Multnomah County, I think we need to move the region ahead while ensuring that each city gets a fair share. I believe my compromise accomplishes that goal.

I appreciate your call thanking me for my work on the hotel/motel tax. I look forward to working with you in the future.

Sincerely,

Rod Park  
Metro Councilor  
District 1

cc: David Bragdon  
Beverly Stein  
Sharron Kelley

CITY  
OF

# FAIRVIEW

1300 NE VILLAGE ST., P.O. BOX 337  
FAIRVIEW, OREGON 97024  
(503) 665-7929 FAX 666-0888

FEB 18 2000

February 9, 2000

Mike Burton, Executive Officer  
Metro  
600 NE Grand Avenue  
Portland, Oregon 97232-2736

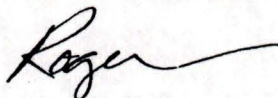
Dear Mike:

It was with great pleasure that I read the editorial prompted by your concern that taxpayers in the local jurisdictions are subsidizing costs incurred by the users of Metro facilities (Oregonian January 30, 2000). The taxpayers sent a very strong message to all levels of government in our State, making it quite clear that they did not want property taxes collected to subsidize services. There is some consternation on my part because it took a situation with relatively minimal impact on the largest metro city, with comparatively unlimited resources, for you to recognize the inequity.

I fully support your stated position though, because the City of Fairview has much the same situation with two other Metro facilities - Blue Lake Park and Chinook Landing. I do not doubt that many of the miscreants at the gun festivals are also our "guests" during the summer months. There is one major difference, however. The impact on the City of Fairview is 25 to 40 times greater and occurs every single weekend of the summer. Try to picture Portland having to provide 200 police officers for Metro facility "users" throughout the summer. You and I know that it would not be tolerated.

Now that we are both on the same page regarding inequitable subsidies, I look forward to working with Metro to resolve this problem and satisfy the intent of the voters when they passed Measure 50. I also request that Blue Lake Park and Chinook Landing be the first Metro facilities to be addressed because they obviously are the greatest financial burden on a host city and are creating the greatest proportional demand for property tax subsidy rather than full cost user fees.

Sincerely,  
CITY OF FAIRVIEW



Roger Vonderharr  
Mayor

RV:cch



# 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

FEB 11 2000



METRO

TO: Councilor Rod Park

FROM: Daniel B. Cooper, General Counsel  
Office of General Counsel 

DATE: February 11, 2000

RE: Calculation of East County's Tourism Payment

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In the Intergovernmental Agreement (IGA Agreement), the City of Portland (City) makes a commitment for payments of funds to the Visitor Development Fund Board (VDF Board) for Visitor Development projects that benefit the East County Cities. The East County Cities are defined as being the cities of Gresham, Troutdale, Fairview and Wood Village. The payment to the VDF Board would be calculated annually equal to the amount that had been contributed from hotel/motel taxes collected in the East County Cities to the payment of a Civic Stadium bond debt services. The calculation process is described in an attachment to this memo, including the language regarding same.

In years where the Civic Stadium generated additional revenues beyond the amount committed to payment of debt service those excess revenues would be used to make the payment from the City to the VDF Board. If no excess revenues are generated the City would make the payment from other legally available funds.

DBC/sm  
Attachments (2)



**ATTACHMENT 6**  
**Calculation of Civic Stadium Debt Service Subsidy From East County Cities**

**Calculation of Prior Year Hotel/Motel Tax Collections:**

Total Amount Collected from new 2.5% surcharge  
 Amount Collected within the East County Cities(1)  
 Percent of Hotel/Motel Revenues Collected Within East County Cities

Formula Values	Example Calculation
A	\$5,000,000
B	\$250,000
B/A	5.00%

**Calculation of Ratio of East County Hotel/Motel Collections to Total Revenues for the Prior Fiscal Year:**

Total Hotel/Motel Tax Collections  
 Total Vehicle Rental Tax Collections  
 Total East County Cities Hotel/Motel Tax Collections  
 East County Cities Hotel/Motel Tax Collections as a Percent of Total Revenues (2)

C	\$5,000,000
D	\$3,000,000
B	\$250,000
E=B/(C+D+B)	3.03%

**Calculation of Civic Stadium Prior Fiscal Year Subsidy Attributable to the East County Cities:**

Civic Stadium Debt Service Payment  
 Civic Stadium Revenues Contributed to Civic Stadium Debt Service  
 Civic Stadium Debt Service Paid From Net Revenues  
 Civic Stadium Debt Service Subsidized by the East County Cities (3)

F	\$3,000,000
G	\$1,000,000
H	\$2,000,000
E x H	\$60,606

**Notes:**

- (1) The East County Cities include Fairview, Troutdale, Wood Village and Gresham.
- (2) The derived factor "E" is used in subsequent calculations to determine the amount of Civic Stadium subsidy attributable to the East County Cities.
- (3) Paid directly to the VDF from Net Civic Revenues, if available.

b) If reasonable projections from another agreement or plan for the future operation of Civic Stadium indicate that the Net Debt Service will be greater than the Net Debt Service under the currently anticipated agreement with PFE, the amount of Net Revenues the City may receive for payment of debt service on Civic Stadium Bonds will be limited to the amount of Net Debt Service it would have received under the projections for the PFE agreement.

c) The City shall pay any difference between the Net Revenues received for Civic Stadium debt service as set forth in b) above and the required debt service on the Civic Stadium Bonds from other Civic Stadium revenues or other City funds.

d) The City will present to the County, Metro and the VDF Board, a cash flow based on its intended financing and the agreement or plan.

e) Within 60 days after such presentation, any party may submit to Dispute Resolution the question whether, after deducting the items described in subsection 1 or 2 above, the remaining debt service on Civic Stadium Bonds to be paid from Net Revenues is significantly greater than it would have been under the currently anticipated agreement with PFE.

### 3. Civic Stadium Revenue.

a) The City will dedicate any excess Civic Stadium net revenues (revenues received by the City from the operation of Civic Stadium, net of debt service payments, if any, under subsection 2.c) above, reasonable operations and maintenance costs and reserves for operations and maintenance costs, and in excess of those anticipated in column 14 of Attachment F), to redeem the Civic Stadium Bonds before their maturity, provided however, that if Civic Stadium is not operated by the County or Metro, before using net Civic Stadium revenues to redeem Civic Stadium Bonds in any year, the City will calculate and provide directly to the VDF Board, to be used for visitor development projects that benefit the East County Cities, the amount of any transient lodgings tax the City estimates to have been collected within the East County Cities in the prior fiscal that was applied to pay debt service on Civic Stadium Bonds.

b) If there are insufficient excess Civic Stadium net revenues to make the payment to the VDF Board provided in subsection a) immediately above, the City will, subject to appropriation by the City Council of legally available funds, make that payment from other City revenues.

c) If the City makes the payment for the benefit of the East County Cities from City revenues other than excess Civic Stadium net revenues, excess Civic Stadium net revenues will be used to reimburse the City for those



payments before they are used to redeem Civic Stadium Bonds before their maturity.

4. The City will exercise due diligence to maximize the revenues received from Civic Stadium operations.

5. The City will use any proceeds from a sale or partial sale of Civic Stadium to repay any outstanding Civic Stadium Bonds.

G. The City will enter into an agreement with Tri-Met to support and provide \$300,000 per year, adjusted annually for CPI, in funding for the extension of Fareless Square to the Lloyd Center Max station.

H. The City will enter into an agreement with Metro to provide \$600,000 per year, adjusted annually for CPI, to be used one-half for PCPA operations support and one-half for PCPA capital support.

#### IV. METRO OBLIGATIONS.

A. Metro will manage the construction of the capital improvements made to the Oregon Convention Center, including development of a capital budget.

1. Metro will enter a negotiated guaranteed maximum price contract for the Convention Center Completion Project with a general contractor selected through a competitive process. The guaranteed maximum price will not exceed \$106,000,000. Metro will limit overhead and administrative expenses charged to the project to those amounts and items that would be allowed if the Convention Center Completion bonds were voter approved general obligation bonds.

2. Metro will not authorize expenditures for the Convention Center Completion Project that exceed the capital budget of \$106,000,000 plus earnings on proceeds. In order to remain within that capital budget, Metro may have to delete items from the project as currently planned.

3. Metro will contribute from Convention Center reserves an amount not less than \$5,000,000 to the cost of the Convention Center Completion Project.

B. Metro will manage the construction of the capital improvements to PCPA, including development of a budget for the capital improvements. The budget for the capital improvements to PCPA will not exceed the revenues available for PCPA from the PCPA Bonds, and the \$300,000 annual capital support provided by the City.

C. If revenues from the VFTA available to pay debt service on the Convention Center Completion Bonds are insufficient to pay the debt service when due, Metro will make available funds sufficient to pay any shortfall in the debt service in an amount not to exceed the 3% surcharge transient lodgings tax received by Metro (MCC 11.401(D)) under its intergovernmental agreement with the County.

## VISITOR DEVELOPMENT FUND SERVICES AGREEMENT

THIS AGREEMENT is among VISITOR DEVELOPMENT FUND, INC., an Oregon nonprofit corporation ("VDF"); METRO, a metropolitan service district ("METRO"), MULTNOMAH COUNTY, OREGON, a municipal corporation (the "COUNTY"); and CITY OF PORTLAND, a municipal corporation (the "CITY"), who agree as follows:

### RECITALS

WHEREAS, the parties and other entities entered into a Memorandum of Understanding dated September 14, 1999; and

WHEREAS, the Memorandum of Understanding contemplates the creation of a Visitor Development Fund and Visitor Development Fund Board to plan, budget for, and administer the expenditure of certain revenues from the 2.5% increase in the County transient lodging tax and vehicle rental tax for the Purpose as hereinafter defined; and

WHEREAS, the parties enter into this Agreement to implement and otherwise carry out the Memorandum of Understanding; and

WHEREAS, County has adopted ordinances increasing its existing transient lodging tax (Exhibit A) and vehicle rental tax (Exhibit B) and has dedicated the proceeds of the tax increases for visitor facilities and development purposes; and

WHEREAS, County, City, and METRO have entered into an Agreement entitled Visitor Facilities Intergovernmental Agreement (IGA); and

WHEREAS, the County ordinances and the Visitor Facilities Intergovernmental Agreement provide that certain funds collected from the tax increases will be dedicated to visitor development purposes by a nonprofit entity whose board of directors is comprised of representatives of the visitor services industry and government officials; and

WHEREAS, Visitor Development Fund, Inc. (VDF) is a nonprofit corporation with a board of directors comprised of such representatives; and

WHEREAS, County, City, and METRO agree that VDF is a qualified entity capable of carrying out the purposes contemplated by the County ordinances and the Visitor Facilities Intergovernmental Agreement.

### AGREEMENT

#### 1. DEFINITIONS AND STATEMENT OF INTENT

1.1 **Definitions.** For purposes of this Agreement, the following definitions apply:

- 1.1.1 "Board" means the board of directors of the Visitor Development Fund, Inc. ("VDF").
- 1.1.2 "Ending Fund Balance" means any balance remaining in the Visitors Facilities Trust Account established pursuant to Section I(D)(4)(k) of the IGA, after making all of the payments required under the IGA, including the payments to the Revenue Stabilization Subaccount.
- 1.1.3 "Intergovernmental Agreement" means that certain agreement among METRO, the COUNTY, and the CITY attached as Exhibit C ("IGA").
- 1.1.4 "Memorandum of Understanding" is that certain non-legally binding writing dated September 14, 1999, among the parties hereto, the Private Entities, the Portland Development Commission, and the Tri-County Metropolitan Transportation District.
- 1.1.5 "Private Entities" means the TRI-COUNTY LODGING ASSOCIATION, INC., an Oregon nonprofit corporation ("TCLA"); NATIONAL CAR RENTAL COMPANIES, a coalition comprising Alamo Rent-A-Car, L.L.C., Avis Rent A Car Corporation, Budget Rent A Car Corporation, Enterprise Rent-A-Car Co., Hertz Corporation, and National Car Rental System, Inc. ("NCR"); CAR AND TRUCK RENTAL AND LEASING ASSOCIATION, an Oregon nonprofit corporation ("CATRALA"); and PORTLAND OREGON VISITORS ASSOCIATION, an Oregon nonprofit corporation ("POVA").
- 1.1.6 "Public Bodies" means the City of Portland, Multnomah County, and METRO.
- 1.1.7 "Purpose" as used in this Agreement means that the expenditures of the allocation of revenues from the 2.5% increase in the Multnomah County transient lodging tax and vehicle rental tax to VDF shall be expended to attract visitors to Portland and Multnomah County that maximize hotel occupancy and vehicle rentals.
- 1.1.8 "Visitor Development Fund, Inc." (VDF) is an Oregon nonprofit corporation that will apply for exemption pursuant to IRC § 501(c)(6).
- 1.2 **Statement Of Intent And Repeal Of Ordinances**
  - 1.2.1 Statement of Intent. The parties intend that this Agreement is an enforceable contract with respect to the subject matter involved. County, City, and METRO agree to execute the Statement of Current Intent which was attached as Exhibit A to the Memorandum of Understanding and it attached as Exhibit D to this Agreement.

1.2.2 Repeal of Tax. The County shall take all action necessary to terminate the taxes imposed by MCC 11.301(C) and 11.401(E) upon the earliest of:

1.2.2.1 The date that all of the Convention Center Completion Bonds are paid or defeased;

1.2.2.2 July 1, 2025, if the Convention Center Completion Bonds have been paid or defeased by that date; or

1.2.2.3 The date that the Convention Center Completion Bonds are paid or defeased if that date is after July 1, 2025.

## 2. VISITOR DEVELOPMENT FUND, INC. AND INCORPORATION

The parties agree that the Visitor Development Fund, Inc. ("VDF") is an Oregon nonprofit corporation, which will apply for exemption from federal and state taxation pursuant to IRC § 501(c)(6).

## 3. VDF BOARD OF DIRECTORS AND OBLIGATIONS OF VDF

During the term of this Agreement, VDF agrees that its articles of incorporation and bylaws will provide for its board of directors to be appointed as follows:

### 3.1 Number, Tenure, and Qualifications

3.1.1 Number. The VDF Board of Directors shall consist of 15 members, as follows: Five (5) members who are representatives of TCLA; two (2) members who are representatives of the NCR and CATRALA; two (2) members who are members of its City Council appointed by the City; two (2) members who are members of the County Commission appointed by the County; two (2) members appointed by METRO who shall be the METRO Executive Officer and the METRO Councilor whose district contains the urban area of Multnomah County east of the City of Portland; and two (2) members appointed by Portland Oregon Visitors Association ("POVA").

3.1.2 Term. The terms of the Board members nominated by the Private Entities shall not expire until the Public Bodies have confirmed the successor board member. The Public Bodies shall confirm any nomination by the Private Entities within sixty (60) days of submission of the nominee(s) to the Public Body.

3.1.3 Qualifications. All nominations by the Private Entities shall meet the criteria set forth in 3.2 and 3.3.

### 3.2 Nominees by Private Entities

- 3.2.1 Nominees by TCLA. TCLA shall nominate as its representatives to the VDF Board of Directors its President, Vice-President, Secretary-Treasurer, and two at-large members, from within Multnomah County. If any of the President, Vice-President, or Secretary-Treasurer are not from within Multnomah County, then TCLA shall nominate alternate members from within the County. One of the at-large members shall be from the urban area of Multnomah County east of the city of Portland.
- 3.2.2 Nominees by NCR and CATRALA. NCR and CATRALA shall each nominate one member from within Multnomah County.
- 3.2.3 Nominees by POVA. POVA shall nominate as its representatives its president and chairperson of the board. If the president and chairperson are not from within Multnomah County, then POVA shall nominate individuals from within Multnomah County.
- 3.2.4 "From Within Multnomah County". "From within Multnomah County" means that the nominee either maintains a business site in Multnomah County or resides in Multnomah County.

### 3.3 Confirmation and Appointment of Nominees

#### 3.3.1 TCLA Nominees

- 3.3.1.1 The COUNTY shall be responsible for confirming the nominations of the President, Vice-President, and Secretary-Treasurer, or alternate nominees.
- 3.3.1.2 The CITY shall be responsible for confirming the nomination of one of the two at-large members.
- 3.3.1.3 METRO shall be responsible for confirming the nomination of the at-large member appointed from the area of Multnomah County east of the City of Portland.
- 3.3.1.4 NCR and CATRALA Nominees. METRO shall be responsible for confirming the nomination of NCR's and CATRALA's members.
- 3.3.1.5 POVA Nominees. The CITY shall be responsible for confirming the two POVA members.

## 4. POWERS AND FUNCTIONS OF THE BOARD

During the term of this Agreement, VDF shall:

**4.1 Powers and Functions.** The Board shall:

- 4.1.1 Supervise, oversee, and approve expenditures that achieve the Purpose as defined herein;
- 4.1.2 Formulate and develop programs that will achieve the Purpose as herein defined;
- 4.1.3 Prepare and submit a budget for approval by the Public Bodies that achieve the Purpose as herein defined and is in a format consistent with the format used by POVA pursuant to its contract with the City;
  - 4.1.3.1 The proposed budget shall include the portion of net revenues, as defined in Exhibit C, allocated to the Visitor Development Fund pursuant to the ordinances and the Intergovernmental Agreement and any anticipated and accumulated Ending Fund Balance;
  - 4.1.3.2 The proposed budget shall be accompanied by an audited report showing the expenditures from the VDF and the Ending Fund Balance for the current fiscal year to date;
  - 4.1.3.3 For the first fiscal year that there exists a sufficient Ending Fund Balance consistent with this Agreement, the Board shall budget up to \$100,000 to contribute to a study of the feasibility of extending the current Fareless Square to the central eastside and the Civic Stadium MAX station, which study shall be conducted jointly by the CITY and the Tri-County Metropolitan Transportation District. The Board shall consider the recommendations resulting from that study.
  - 4.1.3.4 Funds received from the City pursuant to Section III (F) of the IGA will be expended on visitor development projects that benefit the East County Cities.
  - 4.1.3.5 Any proposed budget shall be deemed approved if two of the Public Bodies hereto approve such budget.
- 4.1.4 The Board shall use the administrative services of POVA, which shall provide such services within POVA's available resources. POVA shall administer the VDF and Ending Fund Balance at the direction and under the supervision of the Board.

**4.2 Audit**

- 4.2.1 The Board shall cooperate with and provide the COUNTY Auditor,



METRO auditor, and CITY auditor all information necessary and appropriate so that said auditors are able to audit the expenditures of the VDF and file their respective reports to the parties.

**4.3 OCC Operating Deficits and Participation in Dispute Resolution**

4.3.1 VDF, through its Board, may object to any projected OCC Operating Deficit as provided in the IGA and may participate in the Dispute Resolution process established in the IGA in the manner provided for herein below.

**5. CONFORMANCE OF ARTICLES OF INCORPORATION AND BYLAWS AND DISSOLUTION OF PRIVATE ENTITIES**

5.1 **Conformance of Articles of Incorporation and Bylaws.** The articles of incorporation and bylaws of VDF shall, at all times during the term of this Agreement, conform to Sections 3, 4, and 5 of this Agreement.

**5.2 Dissolution of Private Entities**

5.2.1 Approval of Successor/Assign. In the event of a successor-in-interest to a Private Entity or assignment of the rights and obligations of a Private Entity pursuant to this Agreement, any such assignment or succession shall be considered null and void unless approved in writing by two of the Public Bodies and a majority of the remaining Private Entities. For purposes of this Agreement, the addition or deletion of members of NCR shall not be considered an assignment. A change in the constituent companies or members of a Private Entity shall under no circumstances, however, be deemed to be an assignment or change in interest requiring such approval.

5.2.2 Approval. In the event of the dissolution of a Private Entity, or a Private Entity ceases to do business, or an assignment or successor is not approved, then the remaining Private Entities shall follow the notice and other requirements for special meetings of members as set forth in ORS Chapter 65. Each Private Entity shall have one vote for this purpose only. Two (2) votes shall be considered a quorum for purposes of a meeting and affirmative action. The affected Private Entity shall be allowed to participate and vote. The Private Entities shall agree regarding the appointment of the board of directors seats filled by persons nominated by the dissolving Private Entity without the participation of the Public Bodies.

**5.3 Powers and Duties of Public Bodies**

5.3.1 The Public Bodies may confirm and remove Board Members.

- 5.3.1.1 Confirmation and nomination of private entity Board Members.
- 5.3.1.2 Removal of Members. Each of the Public Bodies will only refuse to appoint and confirm nominees submitted by the Board submitted by the private entities for "good cause." "Good cause" exists when the appointee fails to meet the qualifications provided for above, or when the appointee:
  - 5.3.1.2.1 Has been convicted of any felony, or a misdemeanor related to the duties of a Board Member; or
  - 5.3.1.2.2 For demonstrated actions or failures to act that bring serious questions regarding the ethical or legal integrity of the appointee's ability to perform the duties of a Board Member.
- 5.3.1.3 Public Bodies may remove any public Board Member they appoint and remove any Board Member nominated by a private entity subject to the Public Body's appointment and confirmation authority for any grounds which would be "good cause" not confirming the appointment or for habitual absence from meetings of the VDF Board.
- 5.3.1.4 The Public Bodies will allow the VDF to participate in any matter submitted to the Dispute Resolution Committee ("DRC") pursuant to the IGA. VDF participation will be as follows:
  - 5.3.1.4.1 The Public Body initiating the Dispute Resolution process will give notice of any matter submitted to the DRC by giving written notice to the VDF to each member of the VDF Board at the same time and in the same manner as is required under the IGA for the initiation of the Dispute Resolution process.
  - 5.3.1.4.2 When the DRC is convened the Multnomah County Executive shall give notice of all meetings of the DRC to the VDF and its Board Members. The VDF may submit written material to the DRC regarding its views on the matter, and may through a Board Member or other representative be selected by the Board participate in the meetings of the DRC. The VDF representative will not be a voting member of the DRC.



- 5.3.1.5 METRO, City and County shall not modify nor amend the IGA without first giving sixty (60) days' advance written notice to VDF. Any such notice shall include an explanation with reasonable particularity of the proposed modification or amendment and, if available, a copy of the proposed modification or amendment.

**5.4 Metro Obligations and Powers**

- 5.4.1 Metro will appoint, confirm and may remove VDF Board Members as specified in Section 5.3 above.
- 5.4.2 Metro will give written notice to VDF and each of its Board Members of any request for funds from the Visitor Facilities Trust Account pursuant to the IGA for any annual projected OCC operating deficit.

**5.5 County Obligations and Powers**

- 5.5.1 County will appoint, confirm and may remove VDF Board Members as specified in Section 5.3 above.
- 5.5.2 County will make payments to the VDF as provided for in the IGA. In so doing, County will act in its capacity as Trustee as specified in the IGA.

**5.6 City Obligations and Powers**

- 5.6.1 City will appoint, confirm and may remove VDF Board Members as specified in Section 5.3 above.
- 5.6.2 City shall not issue the Civic Stadium Bonds except as provided for in Exhibit C.
- 5.6.3 City Representations. Any representations made by City in connection with the issuance of the Bonds that discuss or refer to projections of income to be raised by the tax increases or rental income provided in the Visitor Facilities Intergovernmental Agreement will make it clear that those projections are not based upon and do not rely upon information provided by either the vehicle rental or transient lodging industries, except to the extent that the County tax records include such information.
- 5.6.4 City will make payments to the VDF equal to the amount utilized to pay Civic Stadium debt service derived from transient lodging taxes collected in the East County Cities as provided for in Section III (F) of the IGA. The payment amount will be calculated in the manner provided in Attachment F

## 6. AMENDMENT

No amendment, change, or modification of this Agreement shall be valid unless in writing and agreed to by all of the parties hereto.

## 7. TERM

This Agreement shall commence on the first day following the effective date of the County's ordinance authorizing the contemplated 2.5% increase in the transient lodging tax and vehicle rental tax and its duration shall be perpetual unless terminated as set forth in Section 8. The parties acknowledge, however, that the Charter of the City of Portland limits the duration of the contracts that may be entered by the City (with certain exceptions not applicable here) to 5 years with one 5-year renewal. Therefore, as to the City of Portland, this contract shall extend for 5 years and at the end of that term shall be automatically renewed for an additional 5 years without further action of the parties. If, at the end of each 10-year period, the City Council re-authorizes City participation in this Agreement, the other parties agree to enter into another agreement with the City on the same terms contained in this Agreement, as it may have been amended at that time, for an additional 5-year term, with an additional 5-year renewal. If the City Council does not re-authorize City participation in this Agreement, the Agreement shall continue in effect as to the remaining parties, who shall make such modifications to the Agreement as are required by the fact that the City is no longer a party.

## 8. TERMINATION

- 8.1 **Termination by Agreement.** This Agreement may be terminated by the unanimous agreement of the parties, which agreement shall be in writing and signed by the parties.
- 8.2 **Sunset.** This Agreement shall terminate when the taxes imposed by Multnomah County Ordinance No. MCC 11.401(E) and Ordinance No. MCC 11.301(C) are repealed and there are no Net Revenues, as defined in Exhibit C, to be expended by the VDF.
- 8.3 **Default and Termination.** "Default" means any material breach of a party's obligations under this Agreement, which the defaulting party does not fully cure within sixty (60) days of written receipt of notice thereof. This Agreement may be terminated by the nondefaulting party(ies) by written notice of termination specifying the reason for such termination and a termination date. Such termination shall become effective upon the sixtieth (60<sup>th</sup>) day following receipt of written notice by the defaulting party. Termination of this Agreement shall not in any way affect those continuing obligations of the parties pursuant to this Agreement which are specifically stated to survive the termination of this Agreement.

## 9. CONDITION PRECEDENT

This Agreement is subject to the condition precedent that Multnomah County enact Ordinance No. MCC 11.401(E) and Ordinance No. MCC 11.301(C), and such ordinances become law.

## 10. MEDIATION AND ARBITRATION

10.1 **Arbitration and Mediation in Lieu of Litigation.** The parties agree that all claims, controversies or disputes, whether they be statutory, contract and/or tort claims between or among the parties hereto which arise out of or are related to this Agreement, or which relate to the formation, interpretation, breach or invalidity of this Agreement, whether arising before, during or after termination, including jurisdiction of the Arbitrator(s) or arbitrability (hereinafter collectively referred to as "Claims"), shall be resolved in accordance with the mediation and arbitration procedures specified herein. The parties shall have in arbitration all remedies for breach of contract provided by Oregon law, including injunctive relief and specific enforcement.

10.1.1 Mediation. All "Claims" defined in the foregoing paragraph shall be submitted to mediation. The parties shall agree to a mediator. If the parties cannot agree as to the selection of a mediator, then either party may request appointment of a mediator from the American Arbitration Association or the Arbitration Service of Portland, Inc., whichever organization is selected by the party which first initiates mediation by filing a claim in accordance with the filing rules of the organization selected. The parties shall share equally the cost of the mediation process.

10.1.2 Arbitration. Any "Claims" that have not been resolved by mediation shall be resolved by compulsory and binding arbitration in accordance with the then-effective Commercial Arbitration Rules of the American Arbitration Association or the then-effective arbitration rules of the Arbitration Service of Portland, Inc., whichever organization is selected by the party which first initiates arbitration by filing a claim in accordance with the filing rules of the organization selected, except that the following shall apply:

10.1.2.1 Every person nominated or recommended to serve as an arbitrator shall be a lawyer who has had experience as an arbitrator for at least ten (10) years and at least ten (10) years' experience as a practicing attorney with expertise in municipal and contract law;

10.1.2.2 If the dispute involves more than \$500,000, or a claim regarding termination for default, three (3) arbitrators having such qualifications and experience shall be



appointed, each of whom shall be selected in the same manner as set forth for the selection of a single arbitrator;

10.1.2.3 The arbitrator(s) shall base the award on this contract and applicable law and judicial precedent and shall accompany their award with a written explanation of the reasons for their award. The arbitration shall be governed by the substantive laws of the State of Oregon applicable to contracts made and to be performed therein.

10.1.2.4 Judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The parties shall share equally the fees and costs charged by the arbitration entity. The parties knowingly and voluntarily waive their rights to have their dispute tried and adjudicated by a judge or jury. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs, including reasonable attorney's fees, for having to compel arbitration or defend or enforce the award.

10.1.3 Place of Arbitration and Venue. The place of arbitration shall be Portland, Oregon. In the event that this arbitration clause is inapplicable or not enforceable for any reason and either party chooses to file an action or suit, then such action or suit shall be brought and heard in the appropriate court (state or federal) in the City of Portland, State of Oregon. The parties expressly consent to the jurisdiction of such court.

## 11. GENERAL PROVISIONS

11.1 **Notice.** Any notice required or permitted to be given by either party hereto to the other shall be deemed to have been given when sent via overnight air courier or deposited in the United States mail, certified, first-class postage prepaid, addressed to each party at the addresses listed at the end of this Agreement, or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing. A courtesy copy may be sent by facsimile or electronic means but such notification shall not be deemed lawful "notice" as required hereby.

11.2 **Severability.** Nothing contained herein shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or future statute, law, ordinance,



or regulation contrary to which the parties have no legal right to contract, the latter shall prevail; but, the provision of this Agreement which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and all other provisions of this Agreement shall remain in full force.

- 11.3 **Neutral Interpretation.** This Agreement constitutes the product of negotiations of the parties hereto and any enforcement hereof will be interpreted in a neutral manner and not more strongly for or against any party based upon the source of the draftsmanship hereof.
- 11.4 **Waiver.** Failure of any party at any time to require performance of any provision of this Agreement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
- 11.5 **Time.** TIME IS OF THE ESSENCE with respect to the performance of the duties and obligations of this Agreement.
- 11.6 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same Agreement.
- 11.7 **Calculation of Time.** All periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the state of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or such holiday, the period shall be extended to include the next day which is not a Saturday, Sunday, or such holiday.
- 11.8 **Attorney Fees.** If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party shall be entitled to recover from the losing party its attorney fees, paralegal fees, accountant fees, and other expert fees, and all other fees, costs and expenses actually incurred and reasonably necessary in connection therewith. In the event of suit, action, arbitration or other proceeding, the amount of fees shall be determined by the judge or arbitrator, shall include fees and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.
- 11.9 **Successors and Assigns.** All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.
- 11.10 **No Assignment.** This Agreement may not be assigned by operation of law or otherwise. Any attempted assignment in violation hereof shall be null and void.



11.11 **Schedule of Exhibits.** The following exhibits are attached and incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Multnomah County Ordinances Regarding Transient Lodging Tax
B	Multnomah County Ordinances Regarding Vehicle Rental Tax
C	Visitor Facilities Intergovernmental Agreement
D	Statement of Current Intent
E	Calculation of Amount of Civic Stadium Debt Service Derived From East County Cities

11.12 **Entire Agreement.** This Agreement, the Memorandum of Understanding, and the exhibits described in Section 11.11 constitute the entire agreement among the parties, integrate all of the terms and conditions mentioned herein or incidental hereto, and supersede all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

This Agreement is executed as of the date year set forth below.

**VISITOR DEVELOPMENT FUND, INC.,**  
an Oregon nonprofit corporation

**METRO, a Metropolitan Service District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MULTNOMAH COUNTY, OREGON, a**  
Municipal Corporation

**THE CITY OF PORTLAND, a Municipal**  
Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT E**  
**Calculation of Amount of Civic Stadium Debt Service Derived from East County Cities**

	<b>Formula Values</b>	<b>Example Calculation</b>
<b>Calculation of Prior Year Hotel/Motel Tax Collections:</b>		
Total Amount Collected from new 2.5% surcharge	A	\$5,000,000
Amount Collected within the East County Cities(1)	B	\$250,000
Percent of Hotel/Motel Revenues Collected Within East County Cities	B/A	5.00%
<b>Calculation of Ratio of East County Hotel/Motel Collections to Total Revenues for the Prior Fiscal Year:</b>		
Total Hotel/Motel Tax Collections	C	\$5,000,000
Total Vehicle Rental Tax Collections	D	\$3,000,000
Total East County Cities Hotel/Motel Tax Collections	B	\$250,000
East County Cities Hotel/Motel Tax Collections as a Percent of Total Revenues (2)	E=B/(C+D)	3.13%
<b>Calculation of Civic Stadium Prior Fiscal Year Contribution Attributable to the East County Cities:</b>		
Civic Stadium Debt Service Payment	F	\$3,000,000
Civic Stadium Revenues Contributed to Civic Stadium Debt Service	G	\$1,000,000
Civic Stadium Debt Service Paid From Net Revenues	H	\$2,000,000
Civic Stadium Debt Service Contributed by the East County Cities (3)	E x H	\$62,500

**Notes:**

- (1) The East County Cities include Fairview, Troutdale, Wood Village and Gresham.
- (2) The derived factor "E" is used in subsequent calculations to determine the amount of Civic Stadium contribution attributable to the East County Cities.
- (3) Paid directly to the VDF from Net Civic Revenues, if available.



## **VISITOR FACILITIES INTERGOVERNMENTAL AGREEMENT**

This intergovernmental agreement (Agreement) is among the City of Portland (the City), Multnomah County (the County) and Metro.

### **FINDINGS**

- a. The purpose of this intergovernmental agreement is to implement the understandings among the parties contained in the September 14, 1999, Memorandum of Understanding. The MOU included statements concerning the present intention of Metro, the City and the County to not further increase the transient lodgings tax or vehicle rental tax beyond the rates provided for herein. While not a legally binding provision, Metro, the City and the County reaffirm those provisions of the MOU.
- b. ORS 190.010 authorizes the parties to enter intergovernmental agreements to carry out their activities and functions.
- c. All parties are authorized to promote the visitor industry and economic development within their jurisdictions and to fund or operate facilities that attract visitors and support the arts in the area.
- d. The Oregon Convention Center is owned and operated by Metro. The Portland Center for the Performing Arts (PCPA) is owned by the City and operated by Metro. The Civic Stadium is owned by the City and currently operated by Metro.
- e. All parties have an interest in the maintenance and improvement of these regional visitor facilities and in the visitor industry development in the Portland-Multnomah County area. The parties have entered into this Agreement and the related agreements contemplated in the MOU because the visitor development and spectator facility system is intertwined and the operation of that system is critical to the continued production of revenue for the purposes defined herein. In order for the improvements provided in this Agreement to function in an economically viable manner, all of the items included require funding. The loss of funding for any item may threaten the viability of all of the improvements.
- f. The City is willing to issue bonds backed by its full faith and credit in order to obtain favorable terms for the bonds on the condition that the County imposes and maintains new 2.5% surcharges on its transient lodgings and vehicle rental taxes for the life of the bonds.



g. The County is willing to impose and maintain the tax surcharges and intends that the new 2.5% tax surcharges on transient lodging and vehicle rentals will only remain in effect as long as necessary to pay or defease the Bonds issued under this Agreement.

h. The County is authorized by the County Charter and by Multnomah County Code Sections 11.300 – 11.305 and 11.400 – 11.499 to pledge tax revenues from the Motor Vehicle Rental Tax for Visitor Facilities and the Transient Lodging Tax for Visitor Facilities, respectively, for bonds and other borrowings, including the City's Bonds as provided in ORS 288.594.

i. The Oregon Convention Center currently receives an allocation of a portion of the 3% Multnomah County transient lodgings tax surcharge for operating support pursuant to Multnomah County Code section 11.401(D)(2)(a). These funds are restricted and are only to be used for support of the Oregon Convention Center and may not be used by Metro for other purposes.

## AGREEMENT

### I. DEFINITIONS

A. Administrative Fee means County Trust Account fee. The fee is the County's Indirect Flow Through Rate that is published annually in the County Indirect Cost Rates and Countywide Cost Allocation Plan and charged to internal County accounts.

B. Bonds mean, collectively, the Civic Stadium Bonds, the Convention Center Completion Bonds, and the PCPA Bonds.

C. Civic Stadium Bonds mean the bonds or other debt obligations issued by the City to fund the Civic Stadium improvements in an amount not to exceed \$33,000,000, and any bonds issued to refund those bonds.

D. Convention Center Completion Bonds mean the bonds or other debt obligations issued by the City to fund the Convention Center Completion Project in an amount not to exceed \$100,000,000, and any bonds issued to refund those bonds.

E. Convention Center Completion Project means the expansion of the Oregon Convention Center facilities to include approximately 115,000 square feet of exhibit space, a 35,000 square foot ballroom, 40 meeting rooms, 35,000 square feet of lobby space, a 1350 space parking garage and 10 loading docks. The anticipated budget for the project is \$106,000,000.

F. CPI means the annual average percent change in the Portland-Salem OR-WA CPI-U, as issued by the U.S. Department of Labor, Bureau of Labor Statistics, for the most recent 12-month calendar year period, or a comparable measure of price change should this index not be available.

G. East County Cities means Gresham, Troutdale, Fairview and Wood Village.

H. Net Revenues mean the collections (including delinquent interest and penalties) from the 2.5% surcharge transient lodgings tax (MCC 11.401(E)), the collections (including delinquent interest and penalties) from the 2.5% surcharge vehicle rental tax (MCC 11.301(C)), and earnings on amounts in the VFTA, less amounts, if any, required to pay debt service on the Regional Children's Campus Bonds or any Parity Obligations, and less the Administrative Fee.

I. OCC Operating Deficit means the amount that the reasonable operating, capital repair and maintenance costs of the Oregon Convention Center exceed the total of revenues collected from the Convention Center and the 3% surcharge Transient Lodgings Tax (MCC 11.401(D)) received by Metro from the County for operation of the Convention Center. Revenues collected from the Oregon Convention Center may be decreased by the practice of providing discounts from standard rental charges and fees in order to attract events that will have the intended effect of attracting additional visitors to the region thereby increasing Net Revenues.

J. Regional Children's Campus Bonds mean the County's Revenue Bonds, Series 1998 (Regional Children's Campus, Inc.) that are dated October 1, 1998.

K. Parity Obligations mean (a) any County bonds or obligations in an aggregate principal amount not to exceed \$8,500,000 that have a pledge of the motor vehicle rental tax on a parity with the Regional Children's Campus Bonds; (b) any obligations issued to refund obligations described in clause (a) of this definition; and (c) any bonds or obligations issued to refund Regional Children's Campus Bonds.

L. PCPA Bonds mean bonds or other debt obligations issued by the City to fund capital improvements to the PCPA, in an amount not to exceed \$2,100,000, and any bonds issued to refund those bonds.

M. Visitors Facilities Trust Account (VFTA) means the County excise tax account created by MCC 11.401(E) to receive and disburse Net Revenues as provided in this Agreement.

N. Year One means fiscal year 2000-2001.

## II. COUNTY OBLIGATIONS

A. County Ordinance \_\_\_\_\_ (MCC 11.401(E)) effective April 1, 2000 imposes a 2.5% surcharge transient lodgings tax. The County will deposit the Net Revenues from this 2.5% surcharge transient lodgings tax in the VFTA as provided in this Agreement and Attachments A and B.

B. County Ordinance \_\_\_\_\_ (MCC 11.301(C)) effective April 1, 2000 imposes a 2.5% surcharge vehicle rental tax. The County will deposit the Net Revenues from this 2.5% surcharge vehicle rental tax in the VFTA as provided in this Agreement and Attachment C.

C. Dedication of Net Revenues



1. The County acknowledges that the City will issue Bonds backed by the City's full faith and credit in reliance upon the County's 2.5% surcharge transient lodgings tax and 2.5% surcharge vehicle rental tax, the County commitment to deposit the Net Revenues in the VFTA, the continuation of these taxes, and the payments from the VFTA to the City, or as directed by City, for repayment of the Bonds as provided in this Agreement.

2. As authorized in ORS 288.594, the County pledges the Net Revenues for the benefit of the City, Metro, the owners of the Bonds, and the Beneficiaries of the VFTA as defined in section II.D.3 below. The pledge is valid and binding from April 1, 2000, and will remain in effect until the Bonds are fully paid. The Net Revenues pledged are immediately subject to the lien of the pledge and that lien is, and will remain, superior to other claims and liens, except the lien of the Regional Children's Campus Bonds and any Parity Obligations. The County's pledge is limited solely to the Net Revenues and is not a limited tax bond as that term is defined in ORS Chapter 288.

3. The City may assign the County's pledge of the Net Revenues for the benefit of the owners of the Bonds.

4. The parties acknowledge that the County has made a pledge of all the revenues of its vehicle rental tax imposed by MCC 11.301 for the Regional Children's Campus Bonds and may make future pledges of those revenues for any Parity Obligations. The parties further acknowledge that these pledges have priority and that the County may retain the portion of the 2.5% surcharge vehicle rental tax (MCC 11.301(C)) required to pay debt service when due on those bonds before the 2.5% surcharge vehicle rental tax revenues are deposited in the VFTA. However, the parties expect that the 10% base vehicle rental taxes collected under MCC 11.301(B) will be sufficient to pay the Regional Children's Campus Bonds and any Parity Obligations, and the County has agreed in section II.C.6(b) of this Agreement to maintain base vehicle rental taxes that are sufficient to pay the Regional Children's Campus Bonds and any Parity Obligations.

5. The County may make further subordinate pledges of the 10% base vehicle rental taxes collected under MCC 11.301(B). Until the Bonds are paid or defeased, the County will not grant any additional liens on the Net Revenues, except for any Parity Obligations.

6. The County has pledged the 2.5% surcharge transient lodgings tax and the 2.5% surcharge vehicle rental tax to pay the Bonds. ORS 288.594(2) (as amended by the 1999 Regular Session of the Oregon Legislative Assembly) authorizes the County to enter into covenants to impose rates and charges that generate pledged revenues each year in amounts at least equal to the operations and maintenance expenses of the system that produces the pledged revenues, plus debt service on borrowings. The Convention Center, the PCPA, the Civic Stadium, and motor vehicle rental facilities and transient lodging facilities within the County are all part of a system that attracts visitors and supports arts and economic development

in the area, and the County's 2.5% surcharge transient lodgings tax and the 2.5% surcharge vehicle rental tax are part of the revenues of that system. Pursuant to the authority of ORS 288.594(2), the County hereby agrees that it will:

- a) maintain the 2.5% surcharge transient lodgings tax imposed under MCC 11.401(E) and the 2.5% surcharge vehicle rental tax imposed under MCC 11.301(C) in effect until the Bonds have been paid or the County has transferred sufficient funds to the City to defease the Bonds;
- b) maintain a portion of its 10% base vehicle rental tax imposed by MCC 11.301(B) in effect at a rate that is sufficient to pay all debt service on the Regional Children's Campus Bonds and any Parity Obligations when due, until the Regional Children's Campus Bonds and any Parity Obligations are paid or defeased.

D. Visitor Facilities Trust Account

1. The County has established a VFTA that is held separate from all other County funds. The County is the Trustee.
2. The County will deposit the Net Revenues in the VFTA immediately upon receipt, and will disburse amounts in the VFTA only as provided in the Agreement.
3. The Beneficiaries of the VFTA are:
  - a) The City of Portland,
  - b) The owners of the Bonds,
  - c) Metro,
  - d) Tri-Met, and
  - e) The Visitor Development Board, or its successor, as provided in section V., below.
4. Each fiscal year, beginning in Year One and continuing until all Bonds are paid or defeased, the County will apply funds in the VFTA solely for the following purposes and in the following order of priority in accordance with the payment provisions of subsection 7 of this section. The VFTA will not be distributed pro rata.
  - a) First, to the City the amount necessary to pay scheduled debt service on the Convention Center Completion Bonds (including any mandatory sinking fund or redemption payments), and any amounts required to reimburse the City for debt service it was required to pay from other sources in previous fiscal years in which insufficient funds were available

in the VFTA to pay debt service when due on the Convention Center Completion Bonds, and to Metro any amounts required to reimburse it for amounts it was required to pay under section IV.C. of this Agreement.

b) Second, to the City the amount necessary to pay scheduled debt service on the PCPA Bonds (including any mandatory sinking fund or redemption payments), and any amounts required to reimburse the City for debt service it was required to pay from other sources in previous fiscal years in which insufficient funds were available in the VFTA to pay debt service when due on the PCPA Bonds.

c) Third, to the City the amount certified by the City as necessary after application of available revenues from Civic Stadium, as established in section III.F. below, to pay scheduled debt service on the Civic Stadium Bonds (including any mandatory sinking fund or redemption payments), and any amounts required to reimburse the City for debt service it was required to pay from sources other than Civic Stadium Revenues in previous years in which insufficient funds were available in the VFTA to pay debt service when due on the Civic Stadium Bonds.

d) Fourth, to Metro the amount of any projected OCC Operating Deficit for that fiscal year, and amounts required to reimburse Metro for amounts that would have been paid to Metro under this subsection but not paid because there were insufficient funds in the VFTA.

(1) During the first six fiscal years, the total cumulative amount paid to Metro under this subsection will not exceed \$8,840,000; these payments will be made according to the schedule attached as Attachment D, as that Attachment may be modified from time to time by agreement of the City's chief financial officer, the County's chief financial officer and Metro's chief financial officer

(2) For the seventh and subsequent fiscal years, the amount, if any, of the projected OCC Operating Deficit will be established as provided below.

(a) If the Metro Executive Officer determines that there will be an OCC Operating Deficit, the Metro Executive Officer may propose the allocation of additional funds in the fiscal year budget the Metro Executive Officer transmits to the Metro Council. At the time of transmission of the fiscal year budget, the Metro Executive Officer will notify the City, County and the Visitor Development Fund Board of the projected OCC Operating Deficit. Unless the City, County or the Visitor Development Fund Board give notice of objection within 60 days of the notice, the Metro Council may thereafter adopt the proposed budget that



includes an OCC Operating Deficit up to the amount proposed by the Metro Executive Officer. If either the City, acting through its City Commissioner in Charge; the County acting through its Chair; or the Visitor Development Funding Board, acting through a vote of its authorized membership, objects to the proposed budget, the matter will be referred to Dispute Resolution Committee.

(b) If the proposed budget is approved in whole or in part by the Dispute Resolution Committee, the objection will be removed and the Metro Council may adopt a proposed budget that includes the OCC Operating Deficit up to the amount approved by the Dispute Resolution Committee.

(c) If this process has been followed, upon adoption by the Metro Council of an annual budget that includes an OCC Operating Deficit, the Metro Executive Officer may transmit the adopted budget to the County, who will pay from the VFTA, as provided in section II.D.4.d) or h) of this Agreement.

e) Fifth, to Tri-Met the amount of \$300,000 per fiscal year, increased for each fiscal year after Year One by the CPI, to be used to pay the costs associated with the expansion of Fareless Square to the Lloyd Center Max station, plus any amount required to reimburse Tri-Met for costs up to \$300,000 plus CPI per fiscal year that Tri-Met was required to pay in previous years in which insufficient funds were available in the VFTA to pay to Tri-Met the amount it provided in this subsection.

f) Sixth, to the Visitor Development Board, or its successor as provided in section V., below, to be deposited in the Visitor Development Fund, the amount of \$250,000 in Year One, the amount of \$500,000 in the next fiscal year of this Agreement, and the amount of \$500,000 for each subsequent fiscal year increased by the CPI.

g) Seventh, to Metro on behalf of the operator of PCPA, the amount of \$500,000 annually, increased for each year after Year One by the CPI.

h) Eighth, during the first six fiscal years of this Agreement, the amount of any projected OCC Operating Deficit in excess of the amounts provided in subsection d)(1), above, as determined pursuant to the procedure set forth in subsection d(2) above.

i) Ninth, to create a revenue stabilization subaccount (RSS). The amount available because of a one year delay in the issuance of the Civic Stadium Bonds to 2001, now anticipated to be approximately \$3,000,000 (see

Attachment F, provided for illustrative purposes only and subject to change), will be deposited in the RSS in Year One.

- (1) The purposes of the RSS shall be to pay disbursements due in future years if Net Revenues are insufficient to pay all disbursements required for subsections a) through h).
  - (2) Until one year before the first date on which Convention Center Completion Bonds maturing more than 25 years after July 1, 2000, are subject to redemption, all Net Revenues remaining after the deposits required by subsections a) through h) shall be deposited in the RSS.
  - (3) Beginning one year before the first date on which Convention Center Completion Bonds maturing more than 25 years after July 1, 2000, are subject to redemption, each year there will be retained or deposited into the RSS an amount sufficient to make the balance in the RSS equal to the sum of the amounts required to pay the items in subsections e), f), and g) for the then current fiscal year.
- j) Tenth, beginning one year before the first date on which Convention Center Completion Bonds maturing more than 25 years after July 1, 2000, are subject to redemption, all Net Revenues which remain after the payments and deposits described in subsections a) through i) have been made and all amounts in the RSS above the amount defined in subsection i)(3) above shall be transferred to the City to redeem or defease Convention Center Completion Bonds which mature more than 25 years after July 1, 2000, until an amount sufficient to redeem or defease all Bonds which mature after July 1, 2025, has been transferred to the City;
- k) Eleventh, any amounts, not paid or placed in a subaccount under subsections a) through i), remaining in the VFTA at the end of each fiscal year may be expended according to budgets proposed by the Visitor Development Board.
- l) Reimbursement amounts will be paid with interest. Reimbursement payments will be made first toward those amounts that have been outstanding for the longest period.
- m) Interest on amounts to be paid under this section shall be at the Local Government Investment Pool Rate, determined as of the time of the reimbursement, for the time period beginning on the first day of the fiscal year following the date at which the payment requiring reimbursement was made.
5. The County will maintain records regarding tax receipts and the calculation of the VFTA revenues and make those records available to the City and the other Beneficiaries upon request.

6. Deposits to VFTA.

- a) The County will deposit the Net Revenues resulting from the 2.5% surcharge transient lodgings tax in the VFTA immediately upon receipt.
- b) The County will deposit the Net Revenues resulting from the 2.5% surcharge vehicle rental tax in the VFTA immediately upon receipt. The County may retain the portion of the surcharge vehicle rental tax required to pay debt service when due on the Regional Children's Campus Bonds or any Parity Obligations before the vehicle rental tax revenues are deposited in the VFTA.

7. Payment from the VFTA.

- a) The County will establish sub-accounts for each of the Beneficiaries and for the RSS as necessary to comply with the terms of this Agreement.
- b) The County will make payments to the City at the direction of the City, to Metro quarterly, and to all other Beneficiaries at the end of each fiscal year of the amounts in the sub-accounts described below.
- c) At the end of each quarter, to the extent that Net Revenues are available, and subject to subsection f), below, the County will:
  - (1) Deposit into the City's or Metro's sub-account the amount necessary to reimburse either or both of them for any advances made to pay debt service on the Bonds for any previous period. If there are insufficient Net Revenues to reimburse both the City and Metro, the longest standing reimbursement amount will be paid first.
  - (2) Deposit into City's sub-account the amount required to make up any deficiency in the deposit to the City's sub-account from the previous quarter.
  - (3) Deposit into the City's sub-account one-half of the amount certified by the City to be required to pay the current semi-annual debt service payment due on the Bonds.
  - (4) Deposit into the Metro sub-account the amount required to reimburse Metro for any deficiency in the amount deposited in its sub-account from any previous quarter(s).
  - (5) Deposit into the Metro sub-account the amount certified by Metro as required to pay one quarter of the amount defined in section II.D.4.d.



(6) Deposit into the Tri-Met sub-account the amount required to reimburse Tri-Met for any deficiencies in the amount deposited in its sub-account from any previous fiscal year.

(7) Deposit the amounts provided in subsection D.4. e. through h. of this section in the sub-accounts of the Beneficiaries in the order of their priority provided in that subsection. Each sub-account will be filled to the maximum amount provided in subsection D.4. of this section before the next sub-account receives funds.

(8) Deposit into the RSS the amount required by subsection D.4.i) of this section.

(9) Deposit into the City's redemption sub-account the amount described in subsection 4.j) of this section.

(10) Deposit all remaining Net Revenues into the sub-account of the Visitor Development Board.

d) If, in any quarter, the County has not received sufficient Net Revenues to deposit into the City's or Metro's sub-accounts the amount required in subsection c.(1) through c.(6) above, respectively, the County will first transfer any funds available in the RSS to fill the City's and Metro's sub-accounts for that quarter.

e) If, after the transfer(s) described in the subsection immediately above, there are still insufficient funds to fill the City's and Metro's sub-accounts for the quarter, the County will transfer funds that have been deposited in the sub-accounts of the other Beneficiaries during that fiscal year, in reverse order of deposit priority, to fill the City's and Metro's sub-accounts for the quarter.

f) If, at the end of the fiscal year, there are insufficient Net Revenues to make the payments specified in subsection D.4.a. through h. of this section, the County will transfer funds from the RSS to the extent available to fill those accounts.

8. The powers and duties of County as the Trustee are as follows:

a) The County will make an annual accounting of the VFTA trust and make that accounting available for review by the City Auditor, the County Auditor and the Metro Auditor.

b) The County will exercise the rights and powers vested in it by this Agreement, and use the same degree of care and skill in as a prudent person would exercise or use under the circumstances.

- c) The County may rely upon any certificate from the City or Metro reasonably believed by it to be genuine and correct, and reasonably believed by it to have been signed or sent by the proper person or persons.
- d) The County will not be answerable for other than its negligence or willful misconduct in the performance of its powers and duties under this Agreement.
- e) The County will not be required to give any bond or surety in respect of the execution of the trust created or the powers granted in this Agreement.
- f) This Agreement does not require the County to expend or risk its own funds (other than the Net Revenues) or otherwise incur any financial liability in the performance of any of its duties, or in the exercise of the rights or powers, if the County has reasonable grounds for believing that repayment of such funds, or in the alternative, indemnity satisfactory to it against such expense, risk or liability, is not reasonably assured to it.
- g) In addition to those required by in subsection 7 of this section, the County may establish and maintain additional accounts or subaccounts within the VFTA.
- h) The County is authorized and directed to make disbursements from the VFTA from time to time as provided herein. The County will keep and maintain adequate records pertaining to the VFTA and all receipts and disbursements pertaining thereto, and will furnish upon request periodic statements to the Beneficiaries. County records relating to all income and disbursements of the VFTA will be made available by the County at its office during normal business hours to the Beneficiaries.
- i) Any moneys held as part of the VFTA will be invested or reinvested by the County in legally authorized investments and administered according to the County's investment policy. All proceeds of such investments will be deposited and become part of the VFTA.
- j) The County will not take any action that would result in any of the tax exempt Bonds becoming taxable.

### III. OBLIGATIONS OF CITY

A. The City will issue limited tax revenue bonds, secured by the City's full faith and credit and amortized over a period not to exceed 30 years, as follows:

1. The Convention Center Completion Bonds in an amount not to exceed \$100,000,000 to fund the Convention Center Completion Project, including the costs of issuance;

2. The PCPA Bonds in an amount not to exceed \$2,100,000 to fund capital improvements to PCPA, including costs of issuance; and

3. The Civic Stadium Bonds in an amount not to exceed \$33,000,000 to fund improvements to Civic Stadium, including costs of issuance, however, the Civic Stadium Bonds will not be issued by the City until the City has a binding agreement with Portland Family Entertainment (PFE) or another party or an adopted plan for renovation and future operation of Civic Stadium in accordance with subsection F of this section.

B. The City's obligation to issue the Bonds is conditioned on the County's 2.5% surcharge transient lodgings tax and the 2.5% surcharge vehicle rental tax, the creation of the VFTA, and the County's dedication of the increased Net Revenues to the VFTA.

C. Any representations made by the City in connection with the issuance of the Bonds that discuss or refer to projections of income to be raised by the tax increases or rental income provided in this Agreement will make it clear that those projections were not based upon and do not rely upon information provided by either the vehicle rental or the transient lodgings industry, except to the extent that the County tax records include such information.

D. The City will provide the proceeds of the Convention Center Completion Bonds to Metro, as those funds are necessary to pay for the Convention Center Completion Project. The City and Metro will agree on procedures to transfer the proceeds.

E. The City will provide the proceeds of the PCPA Bonds to Metro, as those funds are necessary to pay for the PCPA capital improvements. The City and Metro will agree on procedures to transfer the proceeds.

F. So long as Civic Stadium Bonds are outstanding:

1. The City will dedicate to repayment of Civic Stadium Bonds the revenues actually received from the annual license payment from the Civic Stadium, now anticipated to be \$908,000 per year beginning in fiscal year 2002-2003, increased by 4% per year, or comparable alternative revenues from Civic Stadium.

2. If the currently anticipated agreement with PFE does not become final the following shall apply:

a) Net Debt Service as used in this subsection 2 means the total amount of annual debt service on the Civic Stadium Bonds less the amount of revenues from Civic Stadium to be applied by the City to payment of that debt service. This amount is shown, for illustrative purposes only and subject to change, in Attachment F, column 13, which is calculated by subtracting the amount of the annual license payment in column 14 from the total projected debt service in column 15.

b) If reasonable projections from another agreement or plan for the future operation of Civic Stadium indicate that the Net Debt Service will be greater than the Net Debt Service under the currently anticipated agreement with PFE, the amount of Net Revenues the City may receive for payment of debt service on Civic Stadium Bonds will be limited to the amount of Net Debt Service it would have received under the projections for the PFE agreement.

c) The City shall pay any difference between the Net Revenues received for Civic Stadium debt service as set forth in b) above and the required debt service on the Civic Stadium Bonds from other Civic Stadium revenues or other City funds.

d) The City will present to the County, Metro and the VDF Board, a cash flow based on its intended financing and the agreement or plan.

e) Within 60 days after such presentation, any party may submit to Dispute Resolution the question whether, after deducting the items described in subsection 1 or 2 above, the remaining debt service on Civic Stadium Bonds to be paid from Net Revenues is significantly greater than it would have been under the currently anticipated agreement with PFE.

### 3. Civic Stadium Revenue.

a) The City will dedicate any excess Civic Stadium net revenues (revenues received by the City from the operation of Civic Stadium, net of debt service payments, if any, under subsection 2.c) above, reasonable operations and maintenance costs and reserves for operations and maintenance costs, and in excess of those anticipated in column 14 of Attachment F), to redeem the Civic Stadium Bonds before their maturity, provided however, that if Civic Stadium is not operated by the County or Metro, before using net Civic Stadium revenues to redeem Civic Stadium Bonds in any year, the City will calculate and provide directly to the VDF Board, to be used for visitor development projects that benefit the East County Cities, the amount of any transient lodgings tax the City estimates to have been collected within the East County Cities in the prior fiscal that was applied to pay debt service on Civic Stadium Bonds.

b) If there are insufficient excess Civic Stadium net revenues to make the payment to the VDF Board provided in subsection a) immediately above, the City will, subject to appropriation by the City Council of legally available funds, make that payment from other City revenues.

c) If the City makes the payment for the benefit of the East County Cities from City revenues other than excess Civic Stadium net revenues, excess Civic Stadium net revenues will be used to reimburse the City for those

payments before they are used to redeem Civic Stadium Bonds before their maturity.

4. The City will exercise due diligence to maximize the revenues received from Civic Stadium operations.

5. The City will use any proceeds from a sale or partial sale of Civic Stadium to repay any outstanding Civic Stadium Bonds.

G. The City will enter into an agreement with Tri-Met to support and provide \$300,000 per year, adjusted annually for CPI, in funding for the extension of Fareless Square to the Lloyd Center Max station.

H. The City will enter into an agreement with Metro to provide \$600,000 per year, adjusted annually for CPI, to be used one-half for PCPA operations support and one-half for PCPA capital support.

#### IV. METRO OBLIGATIONS.

A. Metro will manage the construction of the capital improvements made to the Oregon Convention Center, including development of a capital budget.

1. Metro will enter a negotiated guaranteed maximum price contract for the Convention Center Completion Project with a general contractor selected through a competitive process. The guaranteed maximum price will not exceed \$106,000,000. Metro will limit overhead and administrative expenses charged to the project to those amounts and items that would be allowed if the Convention Center Completion bonds were voter approved general obligation bonds.

2. Metro will not authorize expenditures for the Convention Center Completion Project that exceed the capital budget of \$106,000,000 plus earnings on proceeds. In order to remain within that capital budget, Metro may have to delete items from the project as currently planned.

3. Metro will contribute from Convention Center reserves an amount not less than \$5,000,000 to the cost of the Convention Center Completion Project.

B. Metro will manage the construction of the capital improvements to PCPA, including development of a budget for the capital improvements. The budget for the capital improvements to PCPA will not exceed the revenues available for PCPA from the PCPA Bonds, and the \$300,000 annual capital support provided by the City.

C. If revenues from the VFTA available to pay debt service on the Convention Center Completion Bonds are insufficient to pay the debt service when due, Metro will make available funds sufficient to pay any shortfall in the debt service in an amount not to exceed the 3% surcharge transient lodgings tax received by Metro (MCC 11.401(D)) under its intergovernmental agreement with the County.

D. Metro will not take any action that would result in the Convention Center Completion Bonds or the PCPA Bonds becoming taxable. Metro will indemnify the City for any costs incurred by the City from Metro action that makes the Convention Center Completion Bonds or the PCPA Bonds taxable.

V. OTHER AGREEMENTS

A. The parties agree that if the taxes imposed by MCC 11.301(C) or 11.401(E) are repealed or suspended before the issuance of any of the Bonds, or any of them, this Agreement will be suspended. If this Agreement is suspended, the parties will meet to use good faith efforts to either modify or terminate this Agreement. If this Agreement is terminated and there is any money in the VFTA, the County will pay the balance to Metro for Oregon Convention Center operations.

B. The City, County and Metro will enter into a contract with the Visitor Development Fund Board, or its successor, regarding:

1. the composition of the Board, the procedures for appointment, nomination and confirmation of board members,
2. approval of the rules, policies and procedures of the Board,
3. approval of the budget adopted by the Board, and
4. review and audit of the expenditures of the Board.

C. The parties anticipate other documents will be required to carry out the entire project. These documents are identified in Attachment E.

VI. DISPUTE RESOLUTION

A. If a dispute arises under this Agreement among the parties, any party may initiate the following dispute resolution process:

1. The initiating party will give written notice to (a) the City Commissioner in Charge, (b) the Multnomah County Chair, (c) the Metro Executive Officer and (d) the VDF Board. The City Commissioner in Charge, the Multnomah County Chair and the Metro Executive Officer will be the Dispute Resolution Committee (DRC). The notice will identify the dispute for which the dispute process is initiated.
2. Within 15 days of the notice, each party may submit a written statement to the DRC stating the party's position on the dispute.



3. Within 60 days of the notice, the DRC will decide on a resolution of the dispute and notify the parties of the resolution. Decisions of the DRC will be by majority vote.
4. Decisions of the DRC are final. However, the DRC has no authority to approve an amendment to this Agreement.

## VII. TERMINATION AND REMEDIES

A. It is the intention of the parties to this Agreement that the County obligation to provide Net Revenues for payment of the Civic Stadium Bonds and the PCPA Bonds will end on July 1, 2025, however, the Convention Center Completion Bonds may be outstanding beyond that date. Therefore, this Agreement will terminate automatically on the earliest of:

1. the date that all of the Bonds are paid or defeased;
2. July 1, 2025, if the Convention Center Completion Bonds have been paid or defeased by that date; or
3. the date that the Convention Center Completion Bonds are paid or defeased if that date is after July 1, 2025.

B. Notwithstanding subsection A of this section, all taxes subject to this agreement that are imposed but not collected by the County on the termination date will be Net Revenues.

C. Before the termination date, this agreement may only be terminated by the agreement in writing of all parties.

D. So long as Bonds are outstanding and this Agreement is in effect, the obligations of the County to maintain the Net Revenues and transfer them to the City to pay the Bonds, as provided in this Agreement, may not be terminated for any reason, including a breach by any party of its obligations under this Agreement.

E. Upon termination of this Agreement, the County will terminate the taxes imposed by MCC 11/301(C) and 11.401(E).

## VIII. GENERAL PROVISIONS

A. Maintenance of Records. All parties will maintain records of payments made and funds received under this Agreement and such records are subject to audit and inspection by the other parties.

B. Notice. A notice or communication under this Agreement by a party will be deemed received by the addressee on the earliest to occur of:

1. The date the notice is hand delivered to the Notice Address of the addressee;



2. If the notice is transmitted by telecopy or facsimile to the Fax number of the addressee specified as part of its Notice Address, then:

- a) If such notice is transmitted during regular business hours (8:00 a.m. to 5:00 p.m.) on a regular business day, then the notice will be deemed delivered on the date it is transmitted; and
- b) If the notice is not transmitted during regular business hours, then the notice will be deemed delivered on the next regular business day.
- c) If send to the Notice Address through the U.S. Postal Service, the notice will be deemed delivered on the third regular business day following the postmarked date.

3. The Notice Address of each party is:

City of Portland  
1120 S.W. 5<sup>th</sup> Avenue  
Room 1250  
Portland, Oregon 97204  
Fax #: 823-5384  
Attn: OFA Director

Multnomah County  
1120 S.W. 5<sup>th</sup> Avenue  
Room 1430  
Portland, Oregon 97204  
Fax 248-3292  
Attn: Finance Director

Metro  
600 N.E. Grand Avenue  
Portland, Oregon 97232  
Fax 797-1791  
Attn: Chief Financial Officer

4. Any party may change its Notice Address by giving written notice of each of the other parties.

C. Successors and Assigns. This Agreement will bind each party, its successors, assigns and legal representatives. No party, under any condition, may voluntarily assign or transfer it obligations to any third party. Any attempted assignment or transfer will be void.

D. Adherence to Law. The parties will adhere to all applicable federal and state laws in all activities under this Agreement.

E. Waivers. No waiver made by a party with respect to performance, or the manner or time of performance, of any obligation of another party or any condition under this Agreement will be considered a waiver of any other rights of the party making the waiver or a waiver by any other party. No waiver by a party of any provision of this Agreement will be of any force or effect unless in writing and no waiver shall be construed to be a continuing waiver.

F. Time of the Essence. Time is of the essence of this Agreement.

G. Choice of Law and Forum. This Agreement will be construed in accordance with the laws of the State of Oregon and any action brought under this Agreement will be brought in Multnomah County, Oregon.

H. Modification. This Agreement may only be modified by a writing signed by each of the parties. No modification to any provision of this Agreement may be implied from any course of performance, any acquiescence by any Party, any failure of any party to object to another party's performance or failure to perform, or any failure or delay by any party to enforce its rights.

I. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting its provisions.

J. Counterparts. This Agreement may be executed in counterparts, each treated as an original, and the counterparts will constitute one document.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2000.

Approved as to form

CITY OF PORTLAND

\_\_\_\_\_  
Linda Meng  
Chief Deputy City Attorney

\_\_\_\_\_  
Mayor Vera Katz

Approved as to form

MULTNOMAH COUNTY

\_\_\_\_\_  
Thomas Sponsler  
County Counsel

\_\_\_\_\_  
Beverly Stein  
County Chair

Approved as to form

METRO

\_\_\_\_\_  
Daniel B. Cooper  
Metro Counsel

\_\_\_\_\_  
Mike Burton  
Executive Officer

# "ATTACHMENT A"

## VISITORS FACILITIES INTERGOVERNMENTAL AGREEMENT Transient Lodging Tax

### Tax Distribution Unincorporated Area:

	Tax Rate	Percent Of Total
Base Rate (County General Fund) (MCC 11.401 (B))	5.0%	43.48%
Surcharge rate for tourism (MCC 11.401 (C))	1.0%	8.70%
Surcharge (MCC 11.401 (D))	3.0%	26.09%
Surcharge (Visitors Facilities Trust Account VFTA) (MCC 11.401 (E))	2.5%	21.74%
Total	11.5%	100.0%

Date	Example:		
Jul 30	Received	\$ 10,000.00	
Jul 30	Deposit to County General Fund (\$10,000 x 43.48%)		\$ 4,347.83
Jul 30	Deposit to County General Fund (\$10,000 x 8.70%)		\$ 869.57
Jul 30	Deposit to County Excise Tax Fund (\$10,000 x 26.09%)		\$ 2,608.70
Jul 30	Deposit to County Excise Tax Fund (\$10,000 x 21.74%)		\$ 2,173.91
			<u>\$ 10,000.00</u>
	Total Collected for VFTA		\$ 2,173.91
	Deduct:		
Jul 30	County Administration Fee (County Flow Through Rate)*	0.70%	\$ (15.22)
Jul 30	Deposit to VFTA (Transfer from Excise Tax Fund)		<u>\$ 2,158.70</u>
Aug 5	Pay according to MCC 11.401 (C) (paid on the fifth working day following month of collection)		\$ 869.57
Aug 5	Pay according to MCC 11.401 (D) (2) (paid on the fifth working day following month of collection)		\$ 2,608.70
			<u>\$ 3,478.26</u>

\*1999/2000 rate is .7%. Funds charged as indirect charges

"ATTACHMENT B"

VISITORS FACILITIES  
INTERGOVERNMENTAL AGREEMENT  
Transient Lodging Tax

Tax Distribution Incorporated Area:

	<u>Tax Rate</u>	<u>Percent Of Total</u>
Surcharge (MCC 11.401 (D))	3.0%	54.55%
Surcharge " Visitors Facilities Trust Account VFTA" ( MCC 11.401( E))	2.5%	45.45%
Total	5.5%	100.0%

<u>Date</u>	<u>Example:</u>		
Jul 30	Received	\$ 100,000.00	
Jul 30	Deposit to County Excise Tax Fund (\$100,000 x 26.09%)		\$ 54,545.45
Jul 30	Deposit to County Excise Tax Fund (\$100,000 x 21.74%)		\$ 45,454.55
			<u>\$ 100,000.00</u>
	Total Collected for VFTA		\$ 45,454.55
	Deduct:		
Jul 30	County Administration Fee (County Flow Through Rate)*	0.70%	\$ (318.18)
Jul 30	Deposit to VFTA (Transfer from Excise Tax Fund)		<u>\$ 45,136.36</u>
Aug 5	Pay according to MCC 11.401 (D) (2) (paid on the fifth working day following month of collection)		<u>\$ 54,545.45</u>

\*1999/2000 rate is .007%. Funds charged as indirect charges



**"ATTACHMENT C"**

VISITORS FACILITIES  
INTERGOVERNMENTAL AGREEMENT  
Vehicle Rental Tax

Tax Distribution:

	<u>Tax Rate</u>	<u>Percent Of Total</u>
Base Rate (County General Fund) (MCC 11.301 (B))	10.0%	80.0%
Sur Charge ( Visitors Facilities Trust Account VFTA) (MCC11.301 (C))	2.5%	20.0%
Total	<u>12.5%</u>	<u>100.0%</u>

<u>Date</u>	<u>Example:</u>		
Jul 30	Received	\$ 100,000.00	
Jul 30	Deposit to County General Fund (\$100,000 x 80%)		\$ 80,000.00
Jul 30	Deposit to County Excise Tax Fund (\$100,000 x 20%)		\$ 20,000.00
			<u>\$ 100,000.00</u>
	Total Collected for VFTA		\$ 20,000.00
	Deduct:		
Jul 30	County Administration Fee (County Flow Through Rate)*	0.70%	\$ (140.00)
Jul 30	Deposit to VFTA (Transfer from Excise Tax Fund)		<u>\$ 19,860.00</u>

\*1999/2000 rate is .7%. Funds charged as indirect charges

## ATTACHMENT D

### OCC OPERATING DEFICIT, FIRST SIX FISCAL YEARS

During the first six fiscal years, the OCC Operating Deficit payments will be made according to the schedule below (IGA Section II, D, 4, d), (1)).

<u>Fiscal Year</u>	<u>Total Net Revenues</u>
2000-01	\$3,590,000
2001-02	660,000
2002-03	1,225,000
2003-04	1,310,000
2004-05	1,100,000
2005-06	<u>955,000</u>
	\$8,840,000

## ATTACHMENT E

The documents that will implement the Memorandum of Understanding dated September 14, 1999, are:

1. The Visitor Facilities Intergovernmental Agreement.
2. The County Ordinance to add Section 11.401(E) and make other amendments to its transient lodgings tax.
3. The County Ordinance to add Section 11.301(C) and make other amendments to its vehicle rental tax.
4. The Agreement between the governmental parties and the Visitor Development Board.
5. The Articles of Incorporation of the Visitor Development Board.
6. The intergovernmental agreement between the City and Metro regarding transfer of the proceeds of the Convention Center Completion Bonds.
7. The intergovernmental agreement between the City and Metro regarding the City's obligation to provide operating and capital support to PCPA.
8. The intergovernmental agreement between the City and Tri-Met regarding the extension of Fareless Square to the Lloyd Center Max station.
9. The intergovernmental agreement between the County and Metro regarding County support of the Oregon Convention Center.
10. The intergovernmental agreement between the City and County regarding collection of the transient lodgings tax.
11. The intergovernmental agreement between PDC and Metro regarding PDC's contribution of \$5 million to the Convention Center improvements.
12. The amendment of the intergovernmental agreement between the City and Metro regarding operation of Civic Stadium.

**ATTACHMENT F**  
**VISITOR DEVELOPMENT INITIATIVE CASHFLOW PROJECTIONS**  
 Draft as of January 25, 2000

*Convention Center opens October 2002*

1	2	3	4	5	6	7	8	9	10	11	12
			<b>NET REVENUES</b>					<b>MOU #1</b>		<b>MOU #2:</b>	
<b>Fiscal Year Ending</b>	<b>Est. Portland-Salem OR-WA CPI-U "CPI"</b>	<b>TM Tax Annual Growth Rate</b>	<b>2.5% Surcharge Transient Lodgings Tax (MCC 11.401(E))</b>	<b>TM Tax Handling Fee (Withheld) 5%</b>	<b>2.5% Surcharge Vehicle Rental Tax (MCC 11.301(C))</b>	<b>TOTAL NET REVENUES</b>	<b>TRUST ADMIN. FEE TO COUNTY</b>	<b>MOU #1: CONV CENTER LTRB Debt Service: Issued June 2000</b>	<b>Net After Convention Center Debt</b>	<b>MOU #2: PCPA Capital Improvements Debt, Issued June 2001</b>	<b>Net After PCPA Debt</b>
<b>VALUES</b>								<i>Term Mixed</i>		<b>Debt</b>	
<b>SOURCE</b>			<i>MULT CO</i>		<i>MULT CO</i>			<i>Mix DIBS/Sers</i>			
				<i>5.00%</i>			<i>0.7%</i>	<i>TAX EXEMPT</i>			
2001	1.90%		4,576,746	(228,837)	2,887,097	7,235,005	(50,645)	0	7,184,360		7,184,360
2002	2.20%	3.00%	5,656,858	(282,843)	2,985,453	8,359,468	(58,516)	(3,909,360)	4,391,591	(189,681)	4,201,910
2003	2.20%	4.00%	5,883,132	(294,157)	3,087,159	8,676,134	(60,733)	(3,664,360)	4,951,041	(189,681)	4,761,360
2004	2.10%	5.00%	6,177,289	(308,864)	3,192,330	9,060,754	(63,425)	(3,884,360)	5,112,969	(189,681)	4,923,288
2005	2.20%	5.00%	6,486,153	(324,308)	3,301,084	9,462,930	(66,241)	(5,413,977)	3,982,712	(189,681)	3,793,031
2006	2.20%	4.00%	6,745,599	(337,280)	3,413,543	9,821,863	(68,753)	(6,118,977)	3,634,132	(189,681)	3,444,451
2007	2.20%	4.00%	7,015,423	(350,771)	3,529,833	10,194,486	(71,361)	(6,503,977)	3,619,147	(189,681)	3,429,466
2008	2.20%	4.00%	7,296,040	(364,802)	3,635,728	10,566,967	(73,969)	(6,883,977)	3,609,021	(189,681)	3,419,340
2009	2.20%	4.00%	7,587,882	(379,394)	3,744,800	10,953,288	(76,673)	(7,278,977)	3,597,638	(189,681)	3,407,957
2010	2.80%	4.00%	7,891,397	(394,570)	3,857,144	11,353,971	(79,478)	(7,683,977)	3,590,517	(189,681)	3,400,836
2011	3.00%	4.00%	8,207,053	(410,353)	3,972,859	11,769,559	(82,387)	(8,098,977)	3,588,195	(189,681)	3,398,514
2012	3.10%	4.00%	8,535,335	(426,767)	4,092,044	12,200,613	(85,404)	(8,528,977)	3,586,231	(189,681)	3,396,550
2013	3.30%	4.00%	8,876,748	(443,837)	4,214,806	12,647,717	(88,534)	(8,973,977)	3,585,206	(189,681)	3,395,525
2014	3.50%	4.00%	9,231,818	(461,591)	4,341,250	13,111,477	(91,780)	(9,428,977)	3,590,720	(189,681)	3,401,039
2015	3.70%	4.00%	9,601,091	(480,055)	4,471,487	13,592,524	(95,148)	(9,903,977)	3,593,399	(189,681)	3,403,718
2016	3.90%	4.00%	9,985,135	(499,257)	4,605,632	14,091,510	(98,641)	(10,383,977)	3,608,892	(189,681)	3,419,211
2017	4.00%	4.00%	10,384,540	(519,227)	4,743,801	14,609,114	(102,264)	(10,883,977)	3,622,873	(189,681)	3,433,192
2018	4.00%	4.00%	10,799,922	(539,996)	4,886,115	15,146,041	(106,022)	(11,403,977)	3,636,041	(189,681)	3,446,360
2019	4.00%	4.00%	11,231,919	(561,596)	5,032,698	15,703,021	(109,921)	(11,943,977)	3,649,123	(189,681)	3,459,442
2020	4.00%	4.00%	11,681,195	(584,060)	5,183,679	16,280,815	(113,966)	(12,498,977)	3,667,872	(189,681)	3,478,191
2021	4.00%	4.00%	12,148,443	(607,422)	5,339,190	16,880,211	(118,161)	(13,078,977)	3,683,072	(189,681)	3,493,391
2022	4.00%	4.00%	12,634,381	(631,719)	5,499,366	17,502,027	(122,514)	(13,873,977)	3,505,536		3,505,536
2023	4.00%	4.00%	13,139,756	(656,988)	5,664,346	18,147,115	(127,030)	(14,493,977)	3,526,108		3,526,108
2024	4.00%	4.00%	13,665,346	(683,267)	5,834,277	18,816,356	(131,714)	(15,138,977)	3,545,664		3,545,664
2025	4.00%	4.00%	14,211,960	(710,598)	6,009,305	19,510,667	(136,575)	(15,808,977)	3,565,116		3,565,116
2026	4.00%	4.00%	14,780,439	(739,022)	6,189,584	20,231,001	(141,617)	(4,608,977)	15,480,407		15,480,407
2027	4.00%	4.00%	15,371,656	(768,583)	6,375,272	20,978,345	(146,848)	(4,608,977)	16,222,520		16,222,520
2028	4.00%	4.00%	15,986,522	(799,326)	6,566,530	21,753,726	(152,276)	(4,608,977)	16,992,473		16,992,473
2029	4.00%	4.00%	16,625,983	(831,299)	6,763,526	22,558,210	(157,907)	(4,608,977)	17,791,326		17,791,326
2030	4.00%	4.00%	17,291,023	(864,551)	6,966,432	23,392,903	(163,750)	(4,608,977)	18,620,176		18,620,176



**ATTACHMENT F**  
**VISITOR DEVELOPMENT INITIATIVE CASHFLOW PROJECTIONS**  
 Draft as of January 25, 2000

1	13	14	15	16	17	18	19	20	21	22	23
	<b>MOU #3</b>					<b>MOU #4</b>					
Fiscal Year Ending	Portion of Net Revenues Used for CS Debt	Civic Stadium Revenues (only to Civic Stadium Debt)	MOU #3: CIVIC STADIUM LTRB, Issue June 2001	TOTAL DEBT SERVICE FOR ALL 3 ISSUES	Net After Debt	3% Transient Lodgings Tax (MCC 11.401(D)); OCC operations only	OCC Total Operating Costs	Net Operations after 3% TM Tax	MOU #4: "OCC Operating Deficit" Years 1-6 up to \$8.84 Max	Balance Available for OCC Ops next year (Incl earns)	Net After MOU #4 OCC Operating Deficit
<b>VALUES</b>		4.00%	Term 24 yr								
<b>SOURCE</b>			all SERIALS TAXABLE			MULT CO	MERC				
								(8,840,000)	8,840,000		
									0	(3,590,000)	
2001	0	0		0	7,184,360	4,309,431	(6,085,565)	(1,776,134)	(3,590,000)	(1,904,560)	3,594,360
2002	(3,114,753)		(3,114,753)	(7,213,794)	1,087,158	4,438,714	(6,989,767)	(2,551,053)	(660,000)	(14,182)	427,158
2003	(2,203,203)	908,000	(3,111,203)	(6,965,244)	2,558,158	4,616,263	(5,851,612)	(1,235,349)	(1,225,000)	(4,025)	1,333,158
2004	(2,169,473)	944,320	(3,113,793)	(7,187,834)	2,753,816	4,847,076	(6,151,751)	(1,304,675)	(1,310,000)	(9,818)	1,443,816
2005	(2,130,780)	982,093	(3,112,873)	(8,716,531)	1,662,251	5,089,430	(6,195,464)	(1,106,034)	(1,100,000)	(3,973)	562,251
2006	(2,091,946)	1,021,377	(3,113,323)	(9,421,981)	1,352,505	5,293,007	(6,159,763)	(866,756)	(955,000)	(96,827)	397,505
2007	(2,052,798)	1,062,232	(3,115,030)	(9,808,688)	1,376,668	5,504,727	(5,850,415)	(345,687)	(248,860)	0	1,127,808
2008	(2,007,459)	1,104,721	(3,112,180)	(10,185,838)	1,411,881	5,724,916	(5,979,124)	(254,207)	(254,207)	0	1,157,673
2009	(1,961,115)	1,148,910	(3,110,025)	(10,578,683)	1,446,842	5,953,913	(6,110,665)	(156,752)	(156,752)	0	1,290,090
2010	(1,918,239)	1,194,866	(3,113,105)	(10,986,763)	1,482,597	6,192,070	(6,281,763)	(89,694)	(89,694)	0	1,392,903
2011	(1,867,919)	1,242,661	(3,110,580)	(11,399,238)	1,530,595	6,439,752	(6,470,216)	(30,464)	(30,464)	0	1,500,131
2012	(1,819,953)	1,292,367	(3,112,320)	(11,830,978)	1,576,597	6,697,343	(6,670,793)	26,550	0		1,576,597
2013	(1,768,383)	1,344,062	(3,112,445)	(12,276,103)	1,627,141	6,965,236	(6,890,929)	74,307	0		1,627,141
2014	(1,712,601)	1,397,824	(3,110,425)	(12,729,083)	1,688,438	7,243,846	(7,132,112)	111,734	0		1,688,438
2015	(1,656,978)	1,453,737	(3,110,715)	(13,204,373)	1,746,740	7,533,600	(7,396,000)	137,600	0		1,746,740
2016	(1,600,478)	1,511,887	(3,112,365)	(13,686,023)	1,818,733	7,834,943	(7,684,444)	150,500	0		1,818,733
2017	(1,542,033)	1,572,362	(3,114,395)	(14,188,053)	1,891,159	8,148,341	(7,991,821)	156,520	0		1,891,159
2018	(1,476,311)	1,635,257	(3,111,568)	(14,705,226)	1,970,050	8,474,275	(8,311,494)	162,781	0		1,970,050
2019	(1,412,701)	1,700,667	(3,113,368)	(15,247,026)	2,046,741	8,813,246	(8,643,954)	169,292	0		2,046,741
2020	(1,344,774)	1,768,694	(3,113,468)	(15,802,126)	2,133,417	9,165,776	(8,989,712)	176,064	0		2,133,417
2021	(1,271,481)	1,839,441	(3,110,923)	(16,379,581)	2,221,910	9,532,407	(9,349,301)	183,106	0		2,221,910
2022	(1,201,753)	1,913,019	(3,114,773)	(16,988,750)	2,303,783	9,913,703	(9,723,273)	190,430	0		2,303,783
2023	(1,124,820)	1,989,540	(3,114,360)	(17,608,337)	2,401,288	10,310,251	(10,112,204)	198,048	0		2,401,288
2024	(1,044,749)	2,069,121	(3,113,870)	(18,252,847)	2,500,916	10,722,661	(10,516,692)	205,969	0		2,500,916
2025	(958,864)	2,151,886	(3,110,750)	(18,919,727)	2,606,252	11,151,568	(10,937,359)	214,208	0		2,606,252
2026				(4,608,977)	15,480,407	11,597,630	(11,374,854)	222,777	0		15,480,407
2027				(4,608,977)	16,222,520	12,061,536	(11,829,848)	231,688	0		16,222,520
2028				(4,608,977)	16,992,473	12,543,997	(12,303,042)	240,955	0		16,992,473
2029				(4,608,977)	17,791,326	13,045,757	(12,795,164)	250,593	0		17,791,326
2030				(4,608,977)	18,620,176	13,567,587	(13,306,970)	260,617	0		18,620,176

**ATTACHMENT F**  
**VISITOR DEVELOPMENT INITIATIVE CASHFLOW PROJECTIONS**  
 Draft as of January 25, 2000

NR=Net Revenues      RSS=Revenue Stabilization Subaccount

1	24	25	26	27	28	29	30	31	32	33	34	35	36	37
	MOU #5			MOU #6			MOU #7			MOU #8				
Fiscal Year Ending	MOU #5: Fareless Square Support (Year One NR)	Shortfall for MOU 5 (to be covered by RSS)	Net After Fareless Square	MOU #6: Visitor Development Fund (Year One NR)	Shortfall for MOU 6 (to be covered by RSS)	Net After Visitor Development Fund	MOU #7: Enhanced PCPA Support (No set begin.)	Shortfall for MOU 7 (to be covered by RSS)	Net After PCPA Support	MOU #8: Excess OCC Op. Deficits, first 1-6 years	Total shortfall for MOU 5,6 or 7	Revenue Stab. Subaccount "RSS" (negative = depleted)	MOU #9: Ending Balance or NR to call or defeas bonds	Cum Balance
VALUES	CPI			CPI			CPI							
SOURCE														
2001	(300,000)	0	3,294,360	(250,000)	0	3,044,360	0	0	3,044,360		0	3,044,360	0	0
2002	(306,600)	0	120,558	(120,558)	(379,442)	0	0	(500,000)	0		(879,442)	2,317,136	0	0
2003	(313,345)	0	1,019,813	(511,000)	0	508,813	(508,813)	(2,187)	0		(2,187)	2,430,806	0	0
2004	(319,925)	0	1,123,890	(521,731)	0	602,159	(521,731)	0	80,428		0	2,632,774	0	0
2005	(326,964)	0	235,288	(235,288)	(297,921)	0	0	(533,209)	0		(831,131)	1,933,282	0	0
2006	(334,157)	0	63,348	(63,348)	(481,591)	0	0	(544,940)	0		(1,026,531)	1,003,415	0	0
2007	(341,508)	0	786,299	(556,928)	0	229,371	(229,371)	(327,557)	0		(327,557)	726,029	0	0
2008	(349,022)	0	808,651	(569,181)	0	239,471	(239,471)	(329,710)	0		(329,710)	432,620	0	0
2009	(356,700)	0	933,390	(581,703)	0	351,687	(351,687)	(230,016)	0		(230,016)	224,235	0	0
2010	(366,688)	0	1,026,215	(597,990)	0	428,225	(428,225)	(169,766)	0		(169,766)	65,682	0	0
2011	(377,688)	0	1,122,443	(615,930)	0	506,512	(506,512)	(109,418)	0		(109,418)	(40,452)	0	0
2012	(389,397)	0	1,187,201	(635,024)	0	552,177	(552,177)	(82,847)	0		(82,847)	0	0	0
2013	(402,247)	0	1,224,895	(655,980)	0	568,915	(568,915)	(87,065)	0		(87,065)	0	0	0
2014	(416,325)	0	1,272,113	(678,939)	0	593,174	(593,174)	(85,765)	0		(85,765)	0	0	0
2015	(431,729)	0	1,315,011	(704,060)	0	610,951	(610,951)	(93,109)	0		(93,109)	0	0	0
2016	(448,567)	0	1,370,166	(731,518)	0	638,648	(638,648)	(92,870)	0		(92,870)	0	0	0
2017	(466,510)	0	1,424,650	(760,779)	0	663,871	(663,871)	(96,908)	0		(96,908)	0	0	0
2018	(485,170)	0	1,484,880	(791,210)	0	693,670	(693,670)	(97,541)	0		(97,541)	0	0	0
2019	(504,577)	0	1,542,165	(822,858)	0	719,306	(719,306)	(103,552)	0		(103,552)	0	0	0
2020	(524,760)	0	1,608,658	(855,773)	0	752,885	(752,885)	(102,888)	0		(102,888)	0	0	0
2021	(545,750)	0	1,676,160	(890,004)	0	786,156	(786,156)	(103,847)	0		(103,847)	0	0	0
2022	(567,580)	0	1,736,202	(925,604)	0	810,599	(810,599)	(115,005)	0		(115,005)	0	0	0
2023	(590,283)	0	1,811,004	(962,628)	0	848,376	(848,376)	(114,252)	0		(114,252)	0	0	0
2024	(613,895)	0	1,887,021	(1,001,133)	0	885,888	(885,888)	(115,245)	0		(115,245)	0	0	0
2025	(638,451)	0	1,967,801	(1,041,178)	0	926,623	(926,623)	(114,555)	0		(114,555)	0	0	0
2026	(663,989)	0	14,816,418	(1,082,826)	0	13,733,593	(1,082,826)	0	12,650,767		0	2,829,640	12,650,767	12,650,767
2027	(690,548)	0	15,531,972	(1,126,139)	0	14,405,833	(1,126,139)	0	13,279,695		0	2,942,825	13,279,695	25,930,462
2028	(718,170)	0	16,274,303	(1,171,184)	0	15,103,119	(1,171,184)	0	13,931,935		0	3,060,538	13,931,935	39,862,397
2029	(746,897)	0	17,044,429	(1,218,031)	0	15,826,397	(1,218,031)	0	14,608,366		0	3,182,960	14,608,366	54,470,762
2030	(776,773)	0	17,843,403	(1,266,753)	0	16,576,650	(1,266,753)	0	15,309,898		0	3,310,278	15,309,898	69,780,660

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
TEL 503 797-1547

PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

February 28, 2000

The Honorable Paul Thalhofer  
Mayor, City of Troutdale  
194 SE Kibling Ave.  
Troutdale, OR 97060-2099

RE: Hotel/motel tax

Dear Mayor Thalhofer:

Attached please find an explanation of how the return of hotel/motel tax works for East County cities, written by Metro's General Counsel Dan Cooper. Please refer to Section 3 (Civic Stadium Revenue) for specific information.

Also enclosed is a copy of the Visitor Facilities Intergovernmental Agreement (IGA) and the Visitor Development Fund Services Agreement (2/23/200 clean draft version).

Please do not hesitate to call me at 797-1547 if you have any questions or would like to discuss the issue further.

Sincerely,

Rod Park  
Metro Councilor  
District One

RP:sm

Enclosed: Memo from Dan Cooper  
2/23/2000 Draft Visitor Development Fund Services Agreement  
Visitor Facilities Intergovernmental Agreement

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**METRO**

February 28, 2000

The Honorable Charles Becker  
Mayor, City of Gresham  
1333 NW Eastman Parkway  
Gresham, OR 97030-3813

RE: Hotel/motel tax

Dear Mayor Becker:

Attached please find an explanation of how the return of hotel/motel tax works for East County cities, written by Metro's General Counsel Dan Cooper. Please refer to Section 3 (Civic Stadium Revenue) for specific information.

Also enclosed is a copy of the Visitor Facilities Intergovernmental Agreement (IGA) and the Visitor Development Fund Services Agreement (2/23/200 clean draft version).

Please do not hesitate to call me at 797-1547 if you have any questions or would like to discuss the issue further.

Sincerely,

Rod Park  
Metro Councilor  
District One

RP:sm

Enclosed: Memo from Dan Cooper  
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Visitor Facilities Intergovernmental Agreement



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**METRO**

February 28, 2000

The Honorable Roger Vonderharr  
Mayor, City of Fairview  
P.O. Box 337  
Fairview, OR 97024-0337

RE: Hotel/motel tax

Dear Mayor Vonderharr:

Attached please find an explanation of how the return of hotel/motel tax works for East County cities, written by Metro's General Counsel Dan Cooper. Please refer to Section 3 (Civic Stadium Revenue) for specific information.

Also enclosed is a copy of the Visitor Facilities Intergovernmental Agreement (IGA) and the Visitor Development Fund Services Agreement (2/23/2000 clean draft version).

Please do not hesitate to call me at 797-1547 if you have any questions or would like to discuss the issue further.

Sincerely,

Rod Park  
Metro Councilor  
District One

RP:sm

Enclosed: Memo from Dan Cooper  
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Visitor Facilities Intergovernmental Agreement

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**METRO**

February 28, 2000

The Honorable Donald Robertson  
Mayor, City of Wood Village  
2055 NE 238<sup>th</sup> Drive  
Wood Village, OR 97060

RE: Hotel/motel tax

Dear Mayor Robertson:

Attached please find an explanation of how the return of hotel/motel tax works for East County cities, written by Metro's General Counsel Dan Cooper. Please refer to Section 3 (Civic Stadium Revenue) for specific information.

Also enclosed is a copy of the Visitor Facilities Intergovernmental Agreement (IGA) and the Visitor Development Fund Services Agreement (2/23/2000 clean draft version).

Please do not hesitate to call me at 797-1547 if you have any questions or would like to discuss the issue further.

Sincerely,

Rod Park  
Metro Councilor  
District One

RP:sm

Enclosed: Memo from Dan Cooper  
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Visitor Facilities Intergovernmental Agreement

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METRO

May 23, 2000

Mayor Charles Becker  
City of Gresham  
1333 NW Eastman Parkway  
Gresham, Oregon 97030

RE: East County Tourism Marketing Study Task Force

Dear Mayor Becker: *Chuck*

Attached is a copy the memo I presented outlining a process for development of a marketing strategy for the tourism and hospitality industry of East Multnomah County. As agreed upon at the last Four Cities Meeting, a private sector representative needs to be appointed by each city to serve on the task force.

Members need to be appointed as quickly as possible, as this issue is time sensitive. We will determine a day and time for the task force meetings soon, hopefully by mid-June.

As we discussed at the Four Cities Meeting, I will ask the Portland Oregon Visitors Association (POVA) to solicit general marketing proposals for the task force to review and discuss at its first meeting.

Thank you for your help in setting up this task force. I look forward to enabling a marketing strategy for East Multnomah County that will showcase our area and benefit all of East County.

Sincerely,

Rod Park  
Metro Councilor  
District 1

RP:sm

Enclosure

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
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PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

May 23, 2000

Mayor Roger Vonderharr  
City of Fairview  
Post Office Box 337  
Fairview, Oregon 97024-0337

RE: East County Tourism Marketing Study Task Force

Dear Mayor Vonderharr:

Attached is a copy the memo I presented outlining a process for development of a marketing strategy for the tourism and hospitality industry of East Multnomah County. As agreed upon at the last Four Cities Meeting, a private sector representative needs to be appointed by each city to serve on the task force.

Members need to be appointed as quickly as possible, as this issue is time sensitive. We will determine a day and time for the task force meetings soon, hopefully by mid-June.

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Sincerely,

Rod Park  
Metro Councilor  
District 1

RP:sm

Enclosure

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**METRO**

May 23, 2000

Mayor Paul Thalhoffer  
City of Troutdale  
104 SE Kibling Avenue  
Troutdale, Oregon 97060

RE: East County Tourism Marketing Study Task Force

Dear Mayor ~~Thalhoffer~~: *Paul*

Attached is a copy the memo I presented outlining a process for development of a marketing strategy for the tourism and hospitality industry of East Multnomah County. As agreed upon at the last Four Cities Meeting, a private sector representative needs to be appointed by each city to serve on the task force.

Members need to be appointed as quickly as possible, as this issue is time sensitive. We will determine a day and time for the task force meetings soon, hopefully by mid-June.

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Thank you for your help in setting up this task force. I look forward to enabling a marketing strategy for East Multnomah County that will showcase our area and benefit all of East County.

Sincerely,

Rod Park  
Metro Councilor  
District 1

RP:sm

Enclosure



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FAX 503 797-1793



METRO

May 23, 2000

Mayor Donald Robertson  
City of Wood Village  
2055 NE 238<sup>th</sup> Drive  
Wood Village, Oregon 97060

RE: East County Tourism Marketing Study Task Force

Dear Mayor Robertson: *Don*

Attached is a copy the memo I presented outlining a process for development of a marketing strategy for the tourism and hospitality industry of East Multnomah County. As agreed upon at the last Four Cities Meeting, a private sector representative needs to be appointed by each city to serve on the task force.

Members need to be appointed as quickly as possible, as this issue is time sensitive. We will determine a day and time for the task force meetings soon, hopefully by mid-June.

As we discussed at the Four Cities Meeting, I will ask the Portland Oregon Visitors Association (POVA) to solicit general marketing proposals for the task force to review and discuss at its first meeting.

Thank you for your help in setting up this task force. I look forward to enabling a marketing strategy for East Multnomah County that will showcase our area and benefit all of East County.

Sincerely,

Rod Park  
Metro Councilor  
District 1

RP:sm

Enclosure

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FAX 503 797-1793



METRO

May 23, 2000

Carol Nielsen-Hood  
Gresham Area Chamber of Commerce  
Post Office Box 1768  
Gresham, Oregon 97030

RE: East County Tourism Marketing Study Task Force

Dear Ms. Nielsen-Hood:

Attached is a copy of a letter I sent to each of the four cities that will be part of the East County Marketing Study Task Force. Please search your ranks for members who would be interested in serving on the task force, and submit their names to the applicable city for appointment.

Members need to be appointed as quickly as possible, as this issue is time sensitive. We will determine a day and time for the task force meetings soon, hopefully by mid-June.

As we discussed at the Four Cities Meeting, I will be asking the Portland Oregon Visitors Association (POVA) to solicit general marketing proposals for the task force to review and discuss at its first meeting.

Thank you for your help in setting up this task force. I look forward to helping form a marketing strategy for East Multnomah County that will showcase our area and benefit all of East County.

Sincerely,

Rod Park  
Metro Councilor  
District 1

RP:sm

Enclosure

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
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PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

May 23, 2000

Diane McKeel  
Troutdale Area Chamber of Commerce  
Post Office Box 245  
Troutdale, Oregon 97060

RE: East County Tourism Marketing Study Task Force

Dear ~~Ms.~~ McKeel: *Diane*

Attached is a copy of a letter I sent to each of the four cities that will be part of the East County Marketing Study Task Force. Please search your ranks for members who would be interested in serving on the task force, and submit their names to the applicable city for appointment.

Members need to be appointed as quickly as possible, as this issue is time sensitive. We will determine a day and time for the task force meetings soon, hopefully by mid-June.

As we discussed at the Four Cities Meeting, I will be asking the Portland Oregon Visitors Association (POVA) to solicit general marketing proposals for the task force to review and discuss at its first meeting.

Thank you for your help in setting up this task force. I look forward to helping form a marketing strategy for East Multnomah County that will showcase our area and benefit all of East County.

Sincerely,

Rod Park  
Metro Councilor  
District 1

RP:sm

Enclosure

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
TEL 503 797-1547

PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

May 23, 2000

Joe D'Alessandro  
President and CEO  
Portland Oregon Visitors Association  
Two World Trade Center  
26 Southwest Salmon  
Portland, Oregon 97204-2399

RE: East County Tourism Marketing Study Task Force

Dear Mr. D'Alessandro:

Attached is a copy of a letter I sent to each of the four cities and the tourism industry that will be part of the East County Marketing Study Task Force. Would you, or someone on your staff, be willing to serve on the task force as a technical resource? Your expertise in tourism and hospitality industry would be invaluable to the success of the task force.

I have asked the members of the task force to appoint representatives as quickly as possible. Meeting days and times should be established by mid-June. As we discussed at the Four Cities Meeting, I hope you will be able to solicit general marketing proposals for the task force to review and discuss at its first meeting.

Thank you for your help. I look forward to helping form a marketing strategy for East Multnomah County that will showcase East County and benefit the entire region.

Sincerely,

Rod Park  
Metro Councilor  
District 1

RP:sm

Enclosure

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
TEL 503 797-1547

PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

May 23, 2000

Court Carrier  
Professional and Technical Advisor for  
Hospitality and Tourism Management  
Mt. Hood Community College  
26000 SE Stark Street  
Gresham, Oregon 97030

RE: East County Tourism Marketing Study Task Force

Dear Mr. Carrier:

Attached is a copy of a letter I sent to each of the four cities and the tourism industry that will be part of the East County Marketing Study Task Force. Would you, or someone on your staff, be willing to serve on the task force as a technical resource? Your expertise in tourism and hospitality industry would be invaluable to the success of the task force.

I have asked the members of the task force to appoint representatives as quickly as possible. Meeting days and times should be established by mid-June.

Thank you for your help. I look forward to helping form a marketing strategy for East Multnomah County that will showcase East County and benefit the entire region.

Sincerely,

Rod Park  
Metro Councilor  
District 1

RP:sm

Enclosure



COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
TEL 503 797-1547

PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

May 17, 2000

From: Metro Councilor Rod Park

To: City of Fairview  
City of Gresham  
City of Troutdale  
City of Wood Village  
East County Hotel/Motel/Tourism Industry  
Gresham Area Visitor Association  
Gresham Area Chamber of Commerce  
Troutdale Area Chamber of Commerce

Re: Thoughts on a Process for Development of a Marketing Strategy for the Tourism and Hospitality Industry of East Multnomah County

Create a Task Force for the Following Purpose:

***To Solicit, Analysis and Recommend a Strategy from the affected Private Sector on a Marketing Plan and Organizational Structure to Promote the Tourism Industry in the Cities of East County***

**I. Create a limited duration East County Tourism Marketing Study Task Force by requesting a private sector representative to serve from the following:**

- One appointment from each of the four east county cities.
- One appointment from Gresham Area Visitor Association
- One appointment from the Gresham Area Chamber of Commerce
- One appointment from the Chamber portion of the Troutdale Area Chamber of Commerce.
- One appointment from the Visitor portion of the Troutdale Area Chamber of Commerce  
(This would create an 8 member task force of private sector interests.)

The Task Force may be assisted by a Technical Advisory Team consisting of the following:

- One representative from POVA
- One representative from Mt. Hood Community College hospitality program
- Others as identified as needed by the Task Force

**II. The Task Force will charged with the following:**

1. To solicit proposals to develop a marketing strategy for the east county tourism industry.
2. To select a proposal.
3. To assist in the completion of the marketing study and business plan.
4. Upon completion of the study, recommend a business plan, funding source(s), partners and an organizational structure which will best support the east county visitor and hospitality industry.

**III. Funding:**

POVA and the East County Task Force would share equally in the estimated cost of \$10,000 - \$20,000 for the Marketing Study. The East County Task Force share to be derived from future dollars from the east county portion to the Visitor Development Fund from the newly enacted Hotel/Motel Tax. Possible interim funding sources will be necessary as the Visitor Development Fund has not been developed as of yet. Potentially POVA or a city or cities in East County Task Force may be willing to advance the initial investment.

**IV. Time of Completion:**

August-September 2000.

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
TEL 503 797-1547

PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

May 24, 2000

Dave Baumann, Co-Chair  
Gresham Area Visitors Association  
938 SE Roberts  
Gresham, Oregon 97080

RE: East County Tourism Marketing Study Task Force

Dear Mr. Baumann: *Dave*

Attached is a copy of a letter I sent to each of the four cities that will be part of the East County Marketing Study Task Force. Please search your ranks for members who would be interested in serving on the task force, and submit their names to the applicable city for appointment.

Members need to be appointed as quickly as possible, as this issue is time sensitive. We will determine a day and time for the task force meetings soon, hopefully by mid-June.

As we discussed at the Four Cities Meeting, I will be asking the Portland Oregon Visitors Association (POVA) to solicit general marketing proposals for the task force to review and discuss at its first meeting.

Thank you for your help in setting up this task force. I look forward to helping form a marketing strategy for East Multnomah County that will showcase our area and benefit all of East County.

Sincerely,

Rod Park  
Metro Councilor  
District 1

RP:sm

cc: Andrew Bremner, Co-Chair

Enclosure

*Andrew - I don't have  
your new address yet. RP*

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
TEL 503 797-1547

PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

June 8, 2000

Mayor Roger Vonderharr  
City of Fairview  
Post Office Box 337  
Fairview, Oregon 97024-0337

RE: East County Tourism Marketing Study Task Force

Dear Mayor Vonderharr: *Roger*

I am writing to follow up on the letter I sent May 23, 2000, regarding appointments to the task force. As agreed upon at the last Four Cities Meeting, a private sector representative needs to be appointed by each city to serve on the task force.

Please let me know who you have appointed as soon as possible. We are hoping to schedule the first task force meeting during the first week of July.

If I can be of any assistance, please call me at 797-1547. I look forward to hearing from you.

Sincerely,

Rod Park  
Metro Councilor  
District 1

RP:sm

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
TEL 503 797-1547

PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

June 8, 2000

Mayor Paul Thalhoffer  
City of Troutdale  
104 Kibling Avenue  
Troutdale, Oregon 97060

RE: East County Tourism Marketing Study Task Force

Dear Mayor Thalhoffer:

I am writing to follow up on the letter I sent May 23, 2000, regarding appointments to the task force. As agreed upon at the last Four Cities Meeting, a private sector representative needs to be appointed by each city to serve on the task force.

Please let me know who you have appointed as soon as possible. We are hoping to schedule the first task force meeting during the first week of July.

If I can be of any assistance, please call me at 797-1547. I look forward to hearing from you.

Sincerely,

Rod Park  
Metro Councilor  
District 1

RP:sm



COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
TEL 503 797-1547

PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

June 8, 2000

Mayor Donald Robertson  
City of Wood Village  
2055 NE 238<sup>th</sup> Drive  
Wood Village, Oregon 97060

RE: East County Tourism Marketing Study Task Force

Dear Mayor Robertson:

I am writing to follow up on the letter I sent May 23, 2000, regarding appointments to the task force. As agreed upon at the last Four Cities Meeting, a private sector representative needs to be appointed by each city to serve on the task force.

Please let me know who you have appointed as soon as possible. We are hoping to schedule the first task force meeting during the first week of July.

If I can be of any assistance, please call me at 797-1547. I look forward to hearing from you.

Sincerely,

Rod Park  
Metro Councilor  
District 1

RP:sm

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
TEL 503 797-1547

PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

June 20, 2000

Jane Shaw  
Political Economy Research Center  
502 South 19<sup>th</sup> Avenue, Suite 211  
Bozeman, Montana 59718-6827

Dear Ms. Shaw:

Thank you for inviting me to participate in PERC's 2000 Conference on sprawl and smart growth. I found the conference thought-provoking. It's always good to set back from the details and look at the big picture of growth planning and the Portland metropolitan area from an outsider's perspective.

The walk up to conference area was also a great reminder that I need to get in better shape and work on my high-altitude conditioning!

Please feel free to call me at 503-797-1547 if I can be of any help in the future.

Sincerely,

Rod Park  
Metro Councilor, District 1  
Chair, Growth Management Committee

RP:sm

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
TEL 503 797-1547

PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

June 21, 2000

Carol Nielson-Hood  
Executive Director  
Gresham Area Chamber of Commerce  
150 West Powell  
Gresham, OR 97030

RE: East County Tourism Marketing Study Task Force

Dear Ms. Nielson-Hood:

Thank you for participating in the East County Tourism Marketing Study Task Force. I am looking forward to our first meeting, which I hope to schedule during the first or second week of July.

Attached is a roster of the Task Force members. We have an excellent group of people, and I am excited about pooling our collective expertise to develop a marketing plan for East Multnomah County.

In order to find a meeting time that works well for the most people, I would like to conduct an informal survey of good times and days. Please contact my assistant, Suzanne Myers, with your preferences: morning, afternoon or evening, and which days of the week are generally best.

You may reach Suzanne by phone at 797-1543, by fax at 797-1793, or by e-mail at "myerss@metro.dst.or.us". Thank you for your commitment to the Task Force. I look forward to hearing from you.

Sincerely,

Rod Park  
Metro Councilor  
District 1

Attachment

RP:sm

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
TEL 503 797-1547

PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

June 21, 2000

Bill Wean  
Portland/Fairview RV Park  
21401 NE Sandy Blvd.  
Fairview, OR 97024

RE: East County Tourism Marketing Study Task Force

Dear Mr. Wean:

Thank you for participating in the East County Tourism Marketing Study Task Force. I am looking forward to our first meeting, which I hope to schedule during the first or second week of July.

Attached is a roster of the Task Force members. We have an excellent group of people, and I am excited about pooling our collective expertise to develop a marketing plan for East Multnomah County.

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Sincerely,

Rod Park  
Metro Councilor  
District 1

Attachment

RP:sm

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
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PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

June 21, 2000

David Baumann  
Co-Chair  
Gresham Area Visitors Association  
938 SE Roberts  
Gresham, OR 97080

RE: East County Tourism Marketing Study Task Force

Dear Mr. Baumann: *Dave*

Thank you for participating in the East County Tourism Marketing Study Task Force. I am looking forward to our first meeting, which I hope to schedule during the first or second week of July.

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Sincerely,

Rod Park  
Metro Councilor  
District 1

Attachment

RP:sm



COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
TEL 503 797-1547

PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

June 21, 2000

Andrew Bremner  
Co-Chair of GAVA  
Mark Spencer Hotel  
409 SW 11th  
Portland, OR 97205

RE: East County Tourism Marketing Study Task Force

Dear Mr. Bremner:

Thank you for participating in the East County Tourism Marketing Study Task Force. I am looking forward to our first meeting, which I hope to schedule during the first or second week of July.

Attached is a roster of the Task Force members. We have an excellent group of people, and I am excited about pooling our collective expertise to develop a marketing plan for East Multnomah County.

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Sincerely,

Rod Park  
Metro Councilor  
District 1

Attachment

RP:sm

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
TEL 503 797-1547

PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

June 21, 2000

Hiroshi Morihara  
Personal Group Inc.  
500 SE Butler Rd.  
Gresham, OR 97080

RE: East County Tourism Marketing Study Task Force

Dear Mr. Morihara:

Thank you for participating in the East County Tourism Marketing Study Task Force. I am looking forward to our first meeting, which I hope to schedule during the first or second week of July.

Attached is a roster of the Task Force members. We have an excellent group of people, and I am excited about pooling our collective expertise to develop a marketing plan for East Multnomah County.

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Sincerely,

Rod Park  
Metro Councilor  
District 1

Attachment

RP:sm

# COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
TEL 503 797-1547

PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



**METRO**

June 21, 2000

Raj Patel  
Wood Village Travel Lodge  
23705 NE Sandy Blvd.  
Wood Village, OR 97060

RE: East County Tourism Marketing Study Task Force

Dear Mr. Patel:

Thank you for participating in the East County Tourism Marketing Study Task Force. I am looking forward to our first meeting, which I hope to schedule during the first or second week of July.

Attached is a roster of the Task Force members. We have an excellent group of people, and I am excited about pooling our collective expertise to develop a marketing plan for East Multnomah County.

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Sincerely,



Rod Park  
Metro Councilor  
District 1

Attachment

RP:sm

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
TEL 503 797-1547

PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

June 21, 2000

Bill Royston  
Artistic Director  
Mt. Hood Jazz Festival  
408 SW 2nd Ave, Ste 214  
Portland, OR 97204

RE: East County Tourism Marketing Study Task Force

Dear Mr. Royston:

Thank you for participating in the East County Tourism Marketing Study Task Force. I am looking forward to our first meeting, which I hope to schedule during the first or second week of July.

Attached is a roster of the Task Force members. We have an excellent group of people, and I am excited about pooling our collective expertise to develop a marketing plan for East Multnomah County.

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Sincerely,

Rod Park  
Metro Councilor  
District 1

Attachment

RP:sm

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
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FAX 503 797-1793



METRO

June 21, 2000

Court Carrier  
Professional & Technical Advisor of Hospitality & Tourism Management  
Mt. Hood Community College  
26000 SE Stark Street  
Gresham, OR 97030

RE: East County Tourism Marketing Study Task Force

Dear Mr. Carrier:

Thank you for participating in the East County Tourism Marketing Study Task Force. I am looking forward to our first meeting, which I hope to schedule during the first or second week of July.

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Sincerely,

Rod Park  
Metro Councilor  
District 1

Attachment

RP:sm



COUNCILOR ROD PARK

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PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

June 21, 2000

Joe D'Alessandro  
Executive and CEO, POVA  
Three World Trade Center  
26 SW Salmon  
Portland, OR 97204

RE: East County Tourism Marketing Study Task Force

Dear Mr. D'Alessandro:

Thank you for participating in the East County Tourism Marketing Study Task Force. I am looking forward to our first meeting, which I hope to schedule during the first or second week of July.

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Sincerely,

Rod Park  
Metro Councilor  
District 1

Attachment

RP:sm

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
TEL 503 797-1547

PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



**METRO**

June 21, 2000

Kristine Gottsch  
McMenamin's Edgefield  
2126 SW Halsey  
Troutdale, OR 97060

RE: East County Tourism Marketing Study Task Force

Dear Ms. Gottsch:

Thank you for participating in the East County Tourism Marketing Study Task Force. I am looking forward to our first meeting, which I hope to schedule during the first or second week of July.

Attached is a roster of the Task Force members. We have an excellent group of people, and I am excited about pooling our collective expertise to develop a marketing plan for East Multnomah County.

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Sincerely,

Rod Park  
Metro Councilor  
District 1

Attachment

RP:sm

## COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
TEL 503 797-1547

PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



**METRO**

June 21, 2000

Diane McKeel  
Executive Director  
Troutdale Area Chamber of Commerce  
P.O. Box 245  
Troutdale, OR 97060

RE: East County Tourism Marketing Study Task Force

Dear Ms. McKeel:

Thank you for participating in the East County Tourism Marketing Study Task Force. I am looking forward to our first meeting, which I hope to schedule during the first or second week of July.

Attached is a roster of the Task Force members. We have an excellent group of people, and I am excited about pooling our collective expertise to develop a marketing plan for East Multnomah County.

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Sincerely,

Rod Park  
Metro Councilor  
District 1

Attachment

RP:sm

# EAST COUNTY TOURSIM MARKETING STUDY TASK FORCE ROSTER

## Updated: June 21, 2000

---

---

Mr. David Baumann (alternate)  
Gresham Area Visitors Association  
Yoshida's Fine Art Gallery  
938 SE Roberts  
Gresham, OR 97080  
Phone: 503-667-2352  
Fax: 503-667-6842  
E-mail: [info@yoshidasfineartgallery.com](mailto:info@yoshidasfineartgallery.com)

Mr. Andrew Bremner  
Gresham Area Visitors Association  
Mark Spencer Hotel  
409 SW 11<sup>th</sup>  
Portland, OR 97205  
Phone: 503-224-3293  
Fax: 503-761-2164  
E-mail: [mbspencer@ipinc.net](mailto:mbspencer@ipinc.net)

Ms. Kristine Gottsch  
McMenamin's Edgefield  
2126 SW Halsey  
Troutdale, OR 97060  
Phone: 503-669-8610  
Fax: 503-665-4209  
E-mail: [kristineg@hqmcmenamin.com](mailto:kristineg@hqmcmenamin.com)

Ms. Diane McKeel  
Executive Director  
Troutdale Area Chamber of Commerce  
PO Box 245  
Troutdale, OR 97060  
Phone: 503-669-7473  
Fax: 503-492-3613  
E-mail: [troutdale@stateoforegon.com](mailto:troutdale@stateoforegon.com)

Mr. Hiroshi Morihara  
Personal Group Inc.  
500 SE Butler Rd.  
Gresham, OR 97080  
Phone: 503-674-3222  
Fax: 503-669-3512  
E-mail: [hiroshi@persimmongolf.com](mailto:hiroshi@persimmongolf.com)

Ms. Carol Nielson-Hood  
Executive Director  
Gresham Area Chamber of Commerce  
150 West Powell  
Gresham, OR 97030  
Phone: 503-665-1131  
Fax: 503-666-1041  
E-mail: [carol@greshamchamber.org](mailto:carol@greshamchamber.org)

Mr. Bill Royston  
Artistic Director  
Mt. Hood Jazz Festival  
408 SW 2<sup>nd</sup> Ave, Ste 214  
Portland, OR 97204  
Phone: 503-219-9833  
Fax: 503-219-9174  
E-mail: [billroyston@pocketmail.com](mailto:billroyston@pocketmail.com)

Mr. Raj Patel  
Wood Village Travel Lodge  
23705 NE Sandy Blvd.  
Wood Village, OR 97060  
Phone: 503-666-6623  
Fax: 503-661-1308

Mr. Bill Wean  
Portland/Fairview RV Park  
21401 NE Sandy Blvd.  
Fairview, OR 97024  
Phone: 503-661-1047  
Fax: 503-665-4643  
E-mail: [portlandrv@aol.com](mailto:portlandrv@aol.com)

### Technical Advisors

Mr. Court Carrier  
Professional & Technical Advisor  
Hospitality & Tourism Management  
Mt. Hood Community College  
26000 SE Stark Street  
Gresham, OR 97030  
Phone: 503-491-7486  
Fax: 503-491-6007  
E-mail: [carrierc@mhcc.cc.or.us](mailto:carrierc@mhcc.cc.or.us)

Mr. Joe D'Alessandro  
or POVA Rep.  
President & CEO  
Portland Oregon Visitors Association  
Three World Trade Center  
26 SW Salmon  
Portland, OR 97204  
Phone: 503-275-9797  
Fax: 503-275-9284  
E-mail: [joe@pova.com](mailto:joe@pova.com)

TRANSACTION REPORT

P. 01

DEC-14-00 THU 08:32 AM

DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#	DP
DEC-14	08:27 AM	95036657692	5' 35"	9	SEND	OK	356	

TOTAL : 5M 35S PAGES: 9

FAX-FAX	TO: Charles Becker Mayor, Gresham	FROM: Rod Park- Metro Councilor	DATE: 12/14/00
	FAX #: 503-665-7692	FAX #: 503-797-1793	PHONE #: 503-797-1547

FYI



PORTLAND • OREGON VISITORS ASSOCIATION  
the convention and visitors bureau of metropolitan Portland

FAX TRANSMISSION

TO Suzanne Meyers  
COMPANY Metro Councilor Rod Park  
FAX 797-1793  
DATE 9/28/00  
PAGES 9 (includes cover page)

FROM Joe D'Alessandro, President & CEO  
Portland Oregon Visitors Association  
Three World Trade Center  
26 SW Salmon Street ▼ Portland ▼ Oregon 97204  
Tel. 503.275.9797 ▼ 1.800.962.3700 ▼ Fax 503.275-9284



FLASH-FAX™	TO: Charles Becker Mayor, Gresham	FROM: Rod Park Metro Councilor	DATE: 12/14/00
	FAX #: 503-665-7692	FAX #: 503-797-1793	PHONE #: 503-797-1547

PAGES INCLUDING THIS PAGE: 9

TOPS 14850

FYI

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[joe@pova.com](mailto:joe@pova.com) ▼ [www.pova.com](http://www.pova.com)

### COMMENTS:

Attached is a copy of our contract with the City of Portland. The performance measurements that we have suggested for the MERC Contract are even more detailed. We are currently finalizing them with MERC staff.



51183

JUL 13 1999

AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of July, 1999, by and between the CITY OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as "City," and the Portland Oregon Visitors Association, a non-profit Oregon corporation, hereinafter referred to as "POVA."

WITNESSETH:

POVA is a non-profit corporation organized for the primary purpose of promotion, solicitation, procurement, and service of convention business and tourism for the City of Portland; and

WHEREAS, the City has determined that such services of POVA are in the public interest and will be for a public purpose for the benefit of the City and that securing convention and tourism business produces revenue for the City by increasing business license fees, transient lodging taxes, and revenue to the Memorial Coliseum, Performing Arts Center, Civic Stadium, and City-owned golf courses; and

WHEREAS, convention business and tourism are substantial contributors to a healthy economy in the City; and

WHEREAS, in 1978, residents voted to amend Section 7-113 of the Charter of the City of Portland to add a tax of one percent (1%) to the Hotel/Motel Tax for the promotion of convention and tourism in the City; and

WHEREAS, the aforesaid Charter Amendment directs the City to negotiate contracts with a non-profit corporation (s) whose primary purpose during the term of the contract is the promotion, solicitation, procurement, and service of convention and tourism in the City; and

WHEREAS, POVA has been recommended by the persons subject to the tax imposed pursuant to such Charter Amendment as the non-profit corporation to contract with the City for the aforesaid purposes; and

**WHEREAS**, it has been determined that the City's goals for POVA are to maximize the return to the local economy of public expenditures for tourism and conventions marketing; ensure the benefits of visitor expenditures and return on investment go to all members of the industry, including non-POVA members, women and minorities; and to continue to improve customer satisfaction with the delivery of government supported programs.

**NOW, THEREFORE**, in consideration of the promises and covenants hereinafter set forth, the parties agree as follows:

**CITY AGREES TO:**

1. Pay to POVA for exclusive use for the promotion, solicitation, procurement, and service of convention business and tourism in the City, City revenue from one percent (1 %) tax increase imposed by the Amendment by Ordinance No. 146932 to Section 6.04.020 of the Code of the City of Portland, less cost of administration and any refunds or credits authorized by such Ordinance.
2. Pay funds from such tax increase each City of Portland accounting period, providing POVA is not at the time of any such payment in default of any of its obligations hereunder.
3. Provide POVA with annual revenue projections of one percent (1 %) Hotel/Motel Tax.
4. Provide a City budget staff liaison and technical advice to facilitate the preparation and maintenance of program budgeting and reporting by POVA.

**POVA AGREES TO:**

1. Conduct the performance measures set out in Exhibit A to determine the extent to which the City's goals for POVA are being realized.
2. Continue to provide, within its resource capability, adequate services and personnel to promote, solicit, procure, and service convention business and tourism, and to submit to Council for approval by the Mayor or her designee by July 31, 1999, and by July 1st in subsequent years of this Agreement, an annual budget and work program for the following fiscal year which includes goals, objectives, and specific program activities. Submit a quarterly report to City Council regarding implementation of program

activities, and on contracting goals and affirmative action hiring efforts.

3. Keep accurate records and accounts of funds allocated to it by the City; keep such accounts and records separate and identifiable from all other accounts; make such accounts and records available to the City during normal business hours; submit to the City Auditor on or before October 15 of each year of this Agreement an audited financial statement which includes POVA expenditures of City funds allocated and paid to it during the preceding fiscal year; and on request of the City, submit such other forms as are regularly submitted to its Board of Directors.
4. Become certified as an EEO Affirmative Action Employer as provided for in Chapter 3.100 of the Code of the City of Portland and to maintain status as an EEO Affirmative Action Employer for the duration of this Agreement. POVA further agrees to complete an internal EEO-AA implementation plan and submit the plan to the City for its review and comment.
5. Report to Council in April of each contract year at a regular Council Session on contract performance including the areas of budget, work program implementation, Minority Business Enterprises (MBE)/Female Business Enterprises (FBE) contracting, and affirmative action.

#### **THE PARTIES AGREE:**

1. That funds paid pursuant to this Agreement shall be used exclusively for the promotion, solicitation, procurement, and service of convention business and tourism. Pursuant to Section 7-113 of the Portland City Charter, the Council directs and POVA agrees that such activities shall achieve a reasonable balance in allocation of City revenues among visitor services, tourism, and convention business.
2. The term of this Agreement shall be for three (3) years from July 1, 1999 to June 30, 2002, except either party may terminate this Agreement on ninety (90) days' written notice to the other. In the event this Agreement is terminated prior to the expiration date, payment will be made for activities budgeted through the end of the quarterly accounting period in which the Agreement is terminated.

3. POVA is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. POVA, its employees, and subcontractors, if any, are not employees of the City and are not eligible for any benefits through the City, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation and retirement benefits.
4. POVA shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, and actions, in suits brought against any of them arising from POVA's work or any subcontractor's work under this Agreement.
5. Unless exempt under ORS 656.027, POVA shall provide workers' compensation coverage in accordance with ORS Chapter 656. POVA shall provide workers' compensation coverage for all subcontractors or other persons employed in performing the services under the Agreement in accordance with ORS 656.001 to 656.794 either as: (a) a carrier-insured employer for (b) a self-insured employer as provided by ORS 656.407. Evidence of such coverage shall be filed with the City and maintained for the duration of this Agreement. POVA agrees to properly complete the City of Portland's Workers' Compensation Insurance Questionnaire prior to commencing work under this Agreement. In the event POVA uses employees or subcontractors or others persons in the performance of this Agreement, POVA agrees to hold harmless, defend, and indemnify the City of Portland, its officers, agents, and employees against any liability that may be imposed on them or for any claims or demands which result from POVA's use of employees or subcontractors or others persons, including but not limited to workers' compensation claims, and to pay any damages which the City may incur as a result of such liability claims or demands.
6. The City of Portland is committed to taking affirmative action to encourage and facilitate the participation of MBE on City projects. POVA agrees to consider and utilize certified MBE subcontractors on its projects.
7. POVA may subcontract its work under this Agreement, in whole or in part, without the written approval of the City. POVA shall require any subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of POVA as specified in this Agreement. In the event of subcontracting, POVA shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to POVA hereunder. POVA agrees that if subcontractors are employed in the

performance of this Agreement, POVA and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.


8. POVA shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.
9. Responsibility for supervision and oversight of the contract will rest with the Office of the Mayor, while responsibility for policy matters and final contract approval will rest with the Mayor and City Council.
10. Disputes arising under this Agreement shall be arbitrated in Portland, Oregon, pursuant to the rules of the American Arbitration Association.
11. Severability - If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect, and the provision shall be stricken.

IN WITNESS WHEREOF, the Portland/Oregon Visitors Association has caused this Agreement to be executed in triplicate by its officers, duly authorized by its Board of Directors, and the City of Portland has caused this Agreement to be executed by its Mayor and Auditor, all on the day and year first written pursuant to the authority of Ordinance No. 173432.

**PORTLAND OREGON VISITORS  
ASSOCIATION**

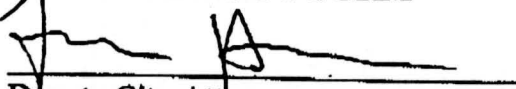
  
\_\_\_\_\_  
Joe D'Alessandro  
Executive Director

**CITY OF PORTLAND**

  
\_\_\_\_\_  
Vera Katz  
Mayor, City of Portland

  
\_\_\_\_\_  
Gary Blackmer  
Auditor, City of Portland

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Deputy City Attorney

A:\POVA\_AGR.WPD

## EXHIBIT A: PERFORMANCE MEASURES

### OBJECTIVE # 1: INCREASE RETURN ON INVESTMENT FOR ALL OPERATIONS

To aid in assessing POVA's overall return on investment, POVA shall produce a quarterly report to the Mayor that includes the following information:

- A) Calculate the return on investment from POVA convention sales and marketing utilizing the following equation:

Average Daily Rate (ADR) + Daily Visitor Spending x Total Rooms  
Total Expenditure for Convention Marketing

1995-96 Base:

ADR=\$85.00

Average Daily Spending=\$98.96 (based on 1993 numbers)

Total Definite Room Nights Goal=225,000

Total POVA Convention Sales and Service Budget: \$1,496,463

**POVA Goals for 1999-2002:**

1999-2000 29.5:1

2000-2001 29.8:1

2001-2002 30.0:1

- B) Calculate the return on investment based on specific tourism programs such as cultural tourism, packaging program and other special destination marketing:

(Total room nights x ADR)\* + ((room nights x 2.2) x daily visitor spending)  
Total expenditures for marketing and implementing special programs

\*In some cases the exact amount of room night revenue generated is known. In these cases, the exact value will be substituted for a calculation of room nights times ADR.

**POVA Goals for 1999-2002:**

1999-2000 15:1

2000-2001 15.5:1

2001-2002 16.0:1

### OBJECTIVE #2: MEASURE AND INCREASE INDUSTRY AWARENESS OF, AND PARTICIPATION IN, POVA PROGRAMS

In order to gauge industry awareness of, and participation in, POVA programs, POVA will:

- A) Conduct a biennial survey (in even numbered years) of the visitor industry to gauge knowledge and enthusiasm for POVA programs. Survey results shall be included in POVA's quarterly report to the Mayor, immediately following completion of the survey.



- B) POVA will develop a program to ensure broad representation from Multnomah, Clackamas, and Washington Counties in each of the following categories: accommodations, dining, transportation, attractions/activities, retail and services.
- C) POVA will develop programs to insure broad ethnic diversity within its membership.
- D) POVA will work with the State and Multnomah, Washington and Clackamas counties to develop cooperative marketing strategies and programs.

### **OBJECTIVE # 3: MEASURE AND INCREASE CUSTOMER SATISFACTION**

- A) Conduct at least 6 surveys per year of meeting planners, local chapters of convention-going organizations, and/or conventioners to gauge customer satisfaction with regards to POVA's performance in assisting these groups in soliciting, planning and servicing their conventions. Survey results shall be included in POVA's quarterly report to the Mayor.
- B) Conduct biennial surveys (during even numbered years) of Portland customers and stakeholders (members and non-members).
- C) POVA's business plan will include performance measurement and return on investment information in all program areas.

### **OBJECTIVE # 4: ETHNIC MINORITY TOURISM AND CONVENTION**

- A) Increase minority membership in POVA to ensure that Portland's ethnic minority industries and organizations are tapped into the local tourism and convention industry.
- B) Provide educational opportunities to Portland's ethnic minority students in the hospitality industry (e.g., scholarship or internship programs).
- C) POVA will submit a report to the City detailing its progress in creating and incorporating ethnic minority programs.
- D) POVA will subcontract with OCVSN to help maximize Portland's marketing and servicing of ethnic minority conventions and tourism. To this end, POVA will do the following:
  - 1) POVA and OCVSN should negotiate clear performance measures based on OCVSN's ability to produce results.
  - 2) POVA and OCVSN will collaborate on a work plan targeted at meeting the City's performance measures.

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## ORDINANCE No. 173432

Authorize an agreement with the Portland Oregon Visitors Association, provisions of City Code Chapter 5.68, and provide for payment. (Ordinance)

waive the

The City of Portland ordains:

### Section 1. The Council finds:

1. City Charter Section 7-110 directs the City to negotiate contracts with a non-profit corporation(s) whose primary purpose is the promotion, solicitation, procurement and service of convention business and tourism in the City.
2. The promotion of convention business and tourism is a highly specialized service requiring expertise and the confidence of participating local business.
3. POVA has demonstrated its expertise through prior contracts with the City, authorized by Ordinances Nos. 154720, 158721, 162143, 165571 and 170317.
4. POVA has a unique position as a promoter of convention business and tourism as demonstrated by the number of local businesses that are its members.
5. POVA has been recommended by the persons subject to the tax imposed as the non-profit corporation to contract with the City for the aforesaid purposes.
6. POVA is a non-profit corporation organized for the primary purpose of promotion, solicitation, procurement and service of convention business and tourism for the City of Portland and is, therefore, qualified to contract with the City for the aforesaid purposes.
7. That considerable additional time and expenditure of funds would be needed if other firms were required to develop the expertise necessary for this work, which POVA already has by virtue of previous work on the project. Consequently, Chapter 5.68 of the City Code should be waived.

NOW, THEREFORE, the Council directs:

- a. The Mayor and the Auditor are hereby authorized to execute an agreement with POVA substantially in accordance with the form of Agreement attached as Exhibit 1 to this Ordinance.
- b. The Mayor and Auditor are authorized to draw and deliver warrants, chargeable to the Convention and Tourism Fund, Center Code 25510110.
- c. The provisions of City Code Chapter 5.68 are waived.

Passed by the Council: JUN 02 1999

Mayor Katz  
Andrew Haruyama  
5/20/99

Gary Blackmer  
Auditor of the City of Portland  
By *[Signature]*  
Deputy

COUNCILOR ROD PARK

600 NORTHEAST GRAND AVENUE  
TEL 503 797-1547

PORTLAND, OREGON 97232 2736  
FAX 503 797-1793



METRO

October 23, 2000

Joe D'Alessandro  
President and CEO  
POVA  
Two World Trade Center  
26 SW Salmon  
Portland, Oregon 97204

Dear Mr. D'Alessandro:

Thank you for the invitation to the POVA Airlift dinner on Saturday. Joy and I had a wonderful time. The entertainment was excellent as usual, like last year. This is one of the few events that she actually enjoys attending with me, so thank you. (Thirty years of interacting with the public in the school system as a teacher and an administrator has turned her into more of a recluse in her retirement!)

I was glad to help out with Jacqueline Mongold from the NRA. I asked her some questions about the history of their conventions which she answered well. She was probing me on how I thought the Portland area would respond to a NRA convention. I think I gave her the reassurance she was seeking as an elected and as a user of OCC. Her parting remark was that she wanted to hold the 2005-06 event in Portland. Let's hope that ballot measure 93 goes down so her board will be free to vote in favor of her recommendation next February.

Just so you know, you're going to start owing me again soon, but for the moment, you're off the hook.

Congratulations on a successful event. Let me know if I can help in any way in the future.

Sincerely,

Rod Park  
Metro Councilor  
District 1

RP:sm