MERC Commission Meeting

December 6, 2017 12:30 pm

Oregon Convention Center 777 NE Martin Luther King Jr. Blvd. Room F151







600 NE Grand Ave. Portland, OR 97232 503-797-1780



Metro | Exposition Recreation Commission

Meeting: Metro Exposition Recreation Commission Meeting

Date: Wednesday, December 6, 2017

12:30-2:30 p.m. Time:

Oregon Convention Center Room F151 Place.

Place:		Oregon Convention Center, Room F151	
CALL TO	O ORDER		
12:30	1.	QUORUM CONFIRMED	
12:35	2.	OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS	
12:40	3.	COMMISSION/COUNCIL LIAISON COMMUNICATIONS	Karis Stoudamire-Phillips, Sam Chase
12:45	4.	GM COMMUNICATIONS	Scott Cruickshank
12:50	5 .	FINANCIAL REPORT, pgs 4-21	Rachael Lembo
12:55	6.	ASSET MANAGEMENT CAPITAL PLANNING PROJECT STATUS REPORT, pg 23	Ben Rowe, Tim Collier
1:10	7.	VENUE BUSINESS REPORTS,	Robyn Williams, Matthew P Rotchford, Craig Stroud
1:20	8.	TRAVEL PORTLAND FIRST QUARTER FY18 REPORT, pgs 25-45	Steve Faulstick, Tamara Kennedy-Hill
1:35	9.	EQUITY IN CONTRACTING ANNUAL REPORT, FY 2016-17 , pgs 47-50	Gabriel Schuster
1:55	10.	CONSENT AGENDA	
		 Record of MERC Actions, November 1, 2017, pgs 52-54 	Karis Stoudamire-Phillips
2:00	11.	ACTION AGENDA	
	11.1	Resolution 17-38: For the purpose of recognizing Judie Hammerstad's Contributions to the Metropolitan Exposition Recreation Commission (MERC), pg 56	Karis Stoudamire-Phillips
	11.2	Resolution 17-39: For the purpose of approving the contract with Meyer Projection Systems, LLC, for the Oregon Convention Center's "Audio Visual Equipment Rental" and authorizing the General Manager of Visitor Venues to execute the contract, pgs 57-60	Craig Stroud
	11.3	Resolution 17-40: For the purpose of approving the contract with Quest Events for the Oregon Convention Center's "Audio Visual Equipment Rental," and authorizing the General Manager of Visitor Venues to execute the contract, pgs 61-64	Craig Stroud
	11.4	Resolution 17-41: For the purpose of approving the contract with Outlaw Lighting for the Oregon Convention Center's "Audio Visual Equipment Rental" and authorizing the General Manager of Visitor Venues to execute the contract, pgs 65-68	Craig Stroud
	11.5	Resolution 17-42: For the purpose of approving the contract with Showcall Event Services for the Oregon Convention Center's "Audio Visual Temporary Staffing Services" and authorizing the General Manager of Visitor Venues to execute the contract, pgs 69-80	Craig Stroud

MERC Commission Meeting

December 6, 2017 12:30 pm

5.0 Financial Report

OCTOBER 2017

FINANCIAL INFORMATION

For Management Purposes only









Oregon Convention Center



Memo



Date: December 6, 2017

To: Commissioner Karis Stoudamire-Phillips, Chair

Commissioner Deidra Krys-Rusoff, Secretary-Treasurer

Commissioner Judie Hammerstad

Commissioner Ray Leary
Commissioner Damien Hall
Commissioner Deanna Palm
Commissioner Dañel Malán

From: Rachael Lembo – MERC Finance Manager
Re: Financial Updates for October 2017

October 2017 Executive Summary

The fall has proven busy and successful at the venues, and has made up for the slow start we saw this summer. As a reminder, the FY2017-18 revenue budget is the highest we've seen in recent years and the strongest months are yet to come at OCC and Portland'5. Expo had an incredibly successful run with Cirque du Soleil, achieving over \$1 million in revenue. Due to the scale of the event the close was still under review at the time of month-end close and full revenues and costs are not reflected in the financials. However, a supplemental Cirque report is included below. Hamilton single tickets went on sale November 17 and, as expected, promptly sold out. The show opens March 20.

Capital projects are progressing, as noted in the Capital Project Status Reports. Portland'5 and Expo have already spent over 30% of their capital budgets, with multiple projects in progress including Newmark and Winningstad theater lighting overhauls and the roof at Expo Halls D and E. The major renovation at OCC is currently in design development, with plans to start construction in August 2018.

Total MERC Venues – October Financial Statistics

MERC Venues Events & Attendance

Overall events and attendance year to date are nearly identical to the prior year. This varies by venue, notably Expo which is up significantly, 83% in attendance, due to Cirque du Soleil and Portland'5 which is down due to Broadway not starting until November.

		2016	2	017	Change from Prior Year		
Total MERC Venues	Events	Attendance	Events	Attendance	Events	Attendance	
Q1	284	342,829	281	322,419	(3), (1%)	(20,410), (6%)	
October	166	170,280	167	186,547	1, 1%	16,267, 10%	
Year to Date	450	513,109	448	508,966	(2), 0%	(4,143), (1%)	

MERC Venues Revenues & Expense

Total venue event revenues (charges for services and food & beverage) through October are \$13.6 million, 29% of annual budget. Overall operating expenses through October are \$18.5 million, also 29% of annual budget.

Food & Beverage

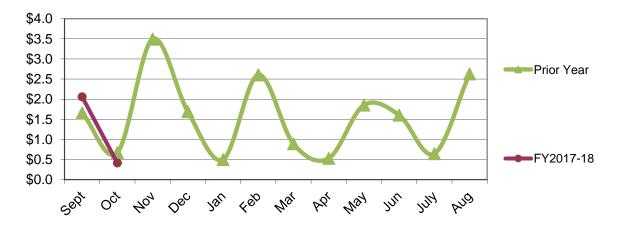
All venues had strong food and beverage sales in October, though Expo's sales look low because the Cirque sales are not yet included. The current YTD food and beverage margin for all venues combined is 11.7%, which is expected to increase after the Cirque close has been completed.

Net Operations

Total MERC net operations through October are \$263 thousand. The busier months of September and October have raised the YTD operations to a positive amount for the first time this year, and that is expected to increase significantly as we get into the even busier months.

Transient Lodging Tax (TLT)

The second TLT payment of the year was \$416k, compared to \$673k received the prior year. Overall TLT is still up 6% from the prior year, since the first payment this year was significantly higher than the prior year. The next payment, expected early December, represents collections by the City/County in November and will include the majority of receipts from July-Sept hotel stays, the busiest time of year. It will be a strong indicator of what to expect this fiscal year from TLT.



Historical Actual Comparison FY 2014-15 to FY 2017-18

Fiscal Year: Revenues	FY 2014-15 YTD	FY 2015-16 YTD	FY 2016-17 YTD	FY 2017-18 YTD	3-yr Hist. Average	% Var Average	% Var PY
Food and Beverage	5,617,874	7,796,224	5,686,297	5,650,225	6,366,799	-11.3%	-0.6%
Charges for Services	7,259,860	8,648,291	8,322,850	7,960,131	8,077,000	-1.4%	-4.4%
Subtotal Event Revenues	12,877,734	16,444,515	14,009,147	13,610,356	14,443,799	-5.8%	-2.8%
Lodging Tax	1,495,487	1,438,348	2,334,725	2,475,577	1,756,187	41.0%	6.0%
Other	115,772	72,958	144,122	2,704,977	110,951	2338.0%	1776.9%
Total Revenues	14,488,994	17,955,821	16,487,994	18,790,910	16,310,936	15.2%	14.0%
Expenses							
Food and Beverage	4,541,076	5,406,069	4,450,307	4,986,712	4,799,151	3.9%	12.1%
Personnel Services	5,709,835	6,157,984	6,374,549	6,721,286	6,080,790	10.5%	5.4%
Materials and Services	3,821,569	4,390,912	4,888,323	5,277,620	4,366,935	20.9%	8.0%
Other Operating Expense	1,362,099	1,553,029	1,448,204	1,541,884	1,454,444	6.0%	6.5%
Total Operating Expense	15,434,580	17,507,994	17,161,383	18,527,502	16,701,319	10.9%	8.0%
Net Operations	(945,586)	447,827	(673,389)	263,408	(390,383)	-167.5%	-139.1%
Food & Beverage Margin \$	1,076,798	2,390,155	1,235,991	663,513	1,567,648	-57.7%	-46.3%
Food & Beverage Margin %	19.2%	30.7%	21.7%	11.7%	23.9%		

Oregon Convention Center

October was a strong month, with \$3 million in event revenues. The \$2 million additional allocation from the VDF was received, but the pass through of that amount to Travel Portland did not occur until November, inflating Net Operations by \$2 million. Excluding that revenue net operations YTD is nearly \$133,000. Food and beverage margin for the year is 15.9%, compared to a budget of 16.9%.

Highest Grossing Events

Event*	Gross Event Revenue	% of Event Revenue
Viewpoint Collaborate 2017	\$690,948	25%
Kumoricon 2017	236,331	9%
Coffee Fest 2017	135,684	5%
American Physical Therapy Association National Student Conclave	133,397	5%
All other Events	1,580,740	57%
Total Event Revenues	\$2,777,100	100%

^{*}Note: revenue reported in the table above reflects event receipts in the reporting month only and not total gross event revenue or total gross monthly revenue.

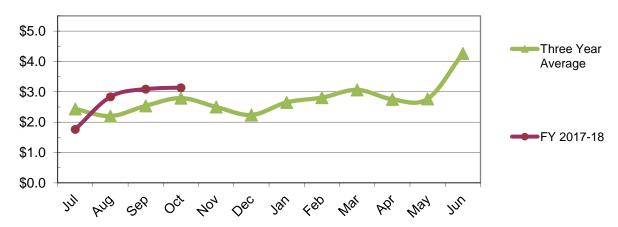
OCC Program Revenues by Month

Shown in Millions



OCC Program Expense by Month

Shown in Millions



Portland'5 Centers for the Arts

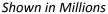
October event revenues were \$1.4 million, comparable to the prior year. Broadway begins in November this year, and we're already seeing some impact from single ticket commission revenue, which is expected to increase significantly after Hamilton single tickets went on sale and sold out November 17. Net operations YTD is (\$1.6 million), a larger deficit than seen in prior years due to the slow start of the year. However, that was expected due to the event calendar, and the spring will be busy. Operating expenses were higher this month than recent months, partially due to event-related costs which increase with higher revenues, and also due to a significant amount of artist payments from Portland'5 Presents. Food and beverage margin for the year is 21.5%, compared to a budget of 21.2%.

Highest Grossing Events

Event*		Gross Event Revenue	% of Event Revenue
Rhapsody in Blue		\$126,832	9%
Book of Mormon		105,919	8%
Alt-J		95,988	7%
Morrissey		86,597	6%
All other Events		954,063	70%
	Total Event Revenues	\$1,369,398	100%

^{*}Note: revenue reported in the table above reflects event receipts in the reporting month only and not total gross event revenue or total gross monthly revenue.

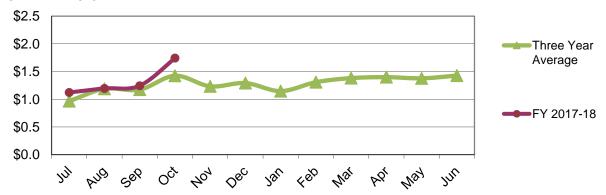
P5CA Program Revenue by Month





P5CA Program Expense by Month

Shown in Millions



Portland Expo Center

The October financials do not include \$1 million in revenue from Cirque du Soleil's KURIOS. Due to the scale of the event, the close was still under review and at the time of month-end close. However, a supplemental Cirque report is included below. Excluding Cirque, Expo had event revenues of \$400k, a 24% decrease from the prior year primarily due to three events that did not re-book and \$60k in revenue that did not post from the Portland Home Show. Operating expenses are higher than previous months due to costs related to the Cirque event. Net operations and food and beverage margins are both incomplete due to the exclusion of Cirque, but will be up to date in the November report.

Highest Grossing Events

Event*	Event Revenue	% of Event Revenue
America's Largest Antique & Collectible Show	\$114,522	31%
2017 Portland Tattoo Expo	55,619	15%
2017 Portland Fall Home Show	42,565	11%
Cirque du Soleil Kurios	42,296	11%
All other Events	118,164	32%
Total Event Revenues	\$373,167	100%

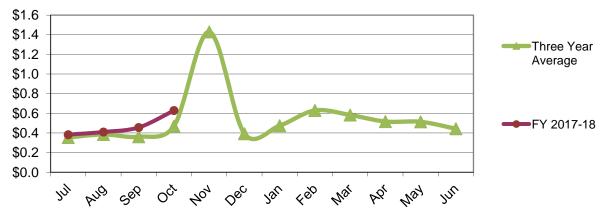
^{*}Note: revenue reported in the table above reflects event receipts in the reporting month only and not total gross event revenue or total gross monthly revenue.

Expo Program Revenue by Month



Expo Program Expense by Month

Shown in Millions



Cirque du Soleil KURIOS: Cabinet of Curiosities Impact Report

The Portland Expo Center hosted Cirque du Soleil for the third time, but with a new timeline from August – October, 2017. The critically-acclaimed performance troupe showcased their steampunk masterpiece, KURIOS: Cabinet of Curiosities for the first time in Portland. The event had record-breaking revenues of over \$1 million and 104,000 in attendance. The parking and food and beverage departments did an excellent job in advantaging this great opportunity. The table below shows a comparison from Cirque du Soleil's events at the Expo in FY2013-14 and FY2017-18.

Revenues	FY2013-14	FY2017-18		
	Totem	Kurios	Variance	% Variance
Rental	150,000	155,000	5,000	3%
Parking	235,401	331,532	96,131	41%
Food & Beverage	280,999	432,304	148,805	53%
Other	43,654	92,685	49,031	112%
Total Revenue	\$710,054	\$1,011,521	\$301,280	43%
Expenses				
Parking	105,850	97,848	(8,002)	-8%
Food & Beverage	209,342	170,197	(39,145)	-19%
Excise Tax	51,109	75,654	24,545	48%
Other	38,612	78,018	39,406	102%
Total Expenses	\$404,913	\$421,717	\$16,804	4%
Net Operations	\$305,141	\$589,804	\$284,663	93%

MERC Statement of Activity with Annual Budget Metropolitan Exposition-Recreation Commission

All Departments

October 2017

	Current Month Actual	Prior Year Month Actual	Current Year to Date Actual	Prior Year to Date Actual	Current Year Budget	% of Prior Year	% of Annual Budget
Operations							
Charges for Services	2,865,061	2,927,474	7,960,131	8,322,850	28,783,091	95.64%	27.66%
Contributions from Governments	-	-	-	-	889,441	0.00%	0.00%
Contributions from Private Sources	-	-	300,000	-	75,000	0.00%	400.00%
Enhanced Marketing VDF	-	-	-	-	491,122	0.00%	0.00%
Food and Beverage Revenue	1,988,953	1,800,068	5,650,225	5,686,297	18,524,543	99.37%	30.50%
Grants	23,959	100	73,959	2,100	38,000	3521.87%	194.63%
Interest Earnings	60,423	156,944	169,661	8,193	445,000	2070.81%	38.13%
Lodging Tax	415,703	672,908	2,475,577	2,334,725	13,052,470	106.03%	18.97%
Miscellaneous Revenue	9,916	19,267	28,024	40,496	113,765	69.20%	24.63%
Transfers-R	33,333	23,333	133,332	93,332	400,000	142.86%	33.33%
Visitor Development Fund Alloc	2,000,000	-	2,000,000	-	4,488,395	0.00%	44.56%
Total Revenues	7,397,348	5,600,095	18,790,910	16,487,994	67,300,827	113.97%	27.92%
Food & Beverage Services	1,696,332	1,309,343	4,986,712	4,450,307	15,252,656	112.05%	32.69%
Materials and Services	1,808,856	1,437,438	5,277,620	4,888,323	18,326,503	107.96%	28.80%
Personnel Services	1,847,838	1,686,295	6,721,286	6,374,549	22,106,786	105.44%	30.40%
Transfers-E	384,096	652,131	1,541,884	1,448,204	5,830,412	106.47%	26.45%
Visitor Development Marketing	-	-	-	-	2,508,282	0.00%	0.00%
Total Expenditures	5,737,122	5,085,207	18,527,502	17,161,383	64,024,639	107.96%	28.94%
Net Operations	1,660,226	514,888	263,407	(673,389)	3,276,188		
Capital							
Contributions from Private Sources	-	-	-	-	762,501	0.00%	0.00%
Grants	-	1,000	-	18,464	-	0.00%	0.00%
Lodging Tax	-	-	-	-	6,741,441	0.00%	0.00%
Miscellaneous Revenue	-	2,560	-	4,292	-	0.00%	0.00%
Transfers-R	-	26,667	-	106,668	-	0.00%	0.00%
Total Revenues	-	30,227	-	129,424	7,503,942	0.00%	0.00%
Capital Outlay	394,794	236,799	1,904,174	1,273,707	14,071,310	149.50%	13.53%
Materials and Services	422,848	130	923,860	217	1,130,000	425349.81%	81.76%
Total Expenditures	817,642	236,929	2,828,034	1,273,925	15,201,310	221.99%	18.60%
Net Capital	(817,642)	(206,702)	(2,828,034)	(1,144,500)	(7,697,368)		
12 Month Fund Balance Increase	842,584	308,186	(2,564,627)	(1,817,890)	(4,421,180)		

MERC Statement of Activity with Annual Budget Metropolitan Exposition-Recreation Commission Convention Center Operating Fund October 2017

	Current Month	Prior Year	Current Year to	Prior Year to	Current Year	% of Prior Year	% of Annual
Operations	<u>Actual</u>	Month Actual	Date Actuals	Date Actual	Budget	to Date	Budget
Charges for Services	1,499,351	1,394,228	4,132,535	3,461,724	11,789,193	119.4%	35.1%
Contributions from Private Sources	-	-	300,000	-	-	0.0%	0.0%
Enhanced Marketing VDF	-	-	-	_	491,122	0.0%	0.0%
Food and Beverage Revenue	1,518,296	1,376,768	4,520,906	4,114,833	13,050,157	109.9%	34.6%
Grants	23,959	100	23,959	2,100	-	1140.9%	0.0%
Interest Earnings	24,078	58,934	69,866	353	190,000	19805.1%	36.8%
Lodging Tax	369,761	598,457	2,201,986	2,076,407	11,661,784	106.0%	18.9%
Miscellaneous Revenue	4,690	10,688	14,492	16,958	17,700	85.5%	81.9%
Transfers-R	(78,161)	(67,396)	(312,642)	(269,584)	(937,926)	116.0%	33.3%
Visitor Development Fund Alloc	2,000,000	-	2,000,000	-	3,784,454	0.0%	52.8%
Total Revenues	5,361,975	3,371,779	12,951,102	9,402,792	40,046,484	137.7%	32.3%
Food & Beverage Services	1,263,851	971,868	3,803,917	3,224,609	10,840,964	118.0%	35.1%
Materials and Services	720,331	751,963	2,550,247	2,504,715	9,848,744	101.8%	25.9%
Personnel Services	928,971	849,919	3,585,322	3,327,282	11,199,173	107.8%	32.0%
Transfers-E	219,750	387,217	879,000	840,908	2,830,488	104.5%	31.1%
Visitor Development Marketing	-	-	-	-	2,491,122	0.0%	0.0%
Total Expenditures	3,132,903	2,960,967	10,818,486	9,897,513	37,210,491	109.3%	29.1%
Net Operations	2,229,072	410,813	2,132,616	(494,722)	2,835,993		
Capital							
Contributions from Private Sources	-	-	-	-	476,563	0.0%	0.0%
Grants	-	-	-	7,500	-	0.0%	0.0%
Miscellaneous Revenue	-	2,560	-	4,292	-	0.0%	0.0%
Transfers-R	4,000,000	26,667	4,000,000	106,668	16,000,000	3750.0%	25.0%
Total Revenues	4,000,000	29,227	4,000,000	118,460	16,476,563	3376.7%	24.3%
Capital Outlay	179,256	63,724	548,405	440,276	9,200,500	124.6%	6.0%
Materials and Services	103,330	130	154,005	217	355,000	70904.9%	43.4%
Total Expenditures	282,587	63,854	702,410	440,493	9,555,500	159.5%	7.4%
Net Capital	3,717,413	(34,627)	3,297,590	(322,033)	6,921,063		
12 Month Fund Balance Increase	5,946,485	376,186	5,430,205	(816,755)	9,757,056		

MERC Statement of Activity with Annual Budget Metropolitan Exposition-Recreation Commission Portland'5 Centers for the Arts Fund October 2017

	Current Month Actual	Prior Year Month Actual	Current Year to Date Actuals	Prior Year to Date Actual	Current Year Budget	% of Prior Year to Date	% of Annual Budget
Operations	7100001	o	Date / lotadio	Date / local	Suuget	10 2410	Duaget
Charges for Services	1,094,837	1,157,279	2,776,534	3,803,503	12,170,223	73.0%	22.8%
Contributions from Governments	-	-	-	-	889,441	0.0%	0.0%
Contributions from Private Sources	-	-	-	-	75,000	0.0%	0.0%
Food and Beverage Revenue	346,244	277,060	764,572	1,046,361	3,175,764	73.1%	24.1%
Grants	-	-	-	-	38,000	0.0%	0.0%
Interest Earnings	16,122	50,805	46,499	4,257	170,000	1092.2%	27.4%
Lodging Tax	45,942	74,452	273,592	258,318	1,390,686	105.9%	19.7%
Miscellaneous Revenue	3,521	5,789	8,252	16,061	61,590	51.4%	13.4%
Transfers-R	(40,519)	(36,852)	(162,075)	(147,409)	(486,226)	109.9%	33.3%
Visitor Development Fund Alloc		-	-	-	703,941	0.0%	0.0%
Total Revenues	1,466,146	1,528,532	3,707,374	4,981,091	18,188,419	74.4%	20.4%
Food & Beverage Services	246,848	195,757	600,483	764,029	2,503,553	78.6%	24.0%
Materials and Services	710,909	539,137	2,065,861	1,907,589	6,323,561	108.3%	32.7%
Personnel Services	675,418	612,125	2,195,317	2,212,144	7,862,673	99.2%	27.9%
Transfers-E	110,177	186,111	440,708	410,568	1,322,109	107.3%	33.3%
Total Expenditures	1,743,352	1,533,130	5,302,368	5,294,330	18,011,896	100.2%	29.4%
Net Operations	(277,206)	(4,599)	(1,594,995)	(313,238)	176,523		
Capital							
Contributions from Private Sources	-	-	-	-	114,375	0.0%	0.0%
Grants		-	-	9,964	-	0.0%	0.0%
Total Revenues	-	-	-	9,964	114,375	0.0%	0.0%
Capital Outlay	206,230	132,650	1,163,341	763,584	2,004,120	152.4%	58.0%
Materials and Services	63,296	-	64,446	-	325,000	0.0%	19.8%
Total Expenditures	269,526	132,650	1,227,786	763,584	2,329,120	160.8%	52.7%
Net Capital	(269,526)	(132,650)	(1,227,786)	(753,620)	(2,214,745)		
12 Month Fund Balance Increase	(546,732)	(137,249)	(2,822,781)	(1,066,859)	(2,038,222)		

MERC Statement of Activity with Annual Budget Metropolitan Exposition-Recreation Commission Expo Fund October 2017

	Current Month	Prior Year	Current Year to	Prior Year to	Current Year	% of Prior Year	% of Annual
	Actual	Month Actual	Date Actuals	Date Actual	Budget	to Date	Budget
Operations							
Charges for Services	270,872	375,967	1,051,062	1,057,622	4,823,675	99.4%	21.8%
Food and Beverage Revenue	124,413	146,240	364,748	525,104	2,298,622	69.5%	15.9%
Interest Earnings	2,390	10,151	7,946	(1,280)	35,000	-621.0%	22.7%
Miscellaneous Revenue	1,706	2,791	5,280	7,478	34,475	70.6%	15.3%
Transfers-R	33,333	23,333	133,332	93,332	400,000	142.9%	33.3%
Total Revenues	432,715	558,481	1,562,367	1,682,256	7,591,772	92.9%	20.6%
Food & Beverage Services	185,633	141,719	582,312	461,669	1,908,139	126.1%	30.5%
Materials and Services	232,737	127,175	482,151	373,905	1,615,813	129.0%	29.8%
Personnel Services	156,383	151,732	612,585	570,757	1,939,455	107.3%	31.6%
Transfers-E	53,984	78,628	215,936	191,028	1,670,090	113.0%	12.9%
Visitor Development Marketing	-	-	-	-	17,160	0.0%	0.0%
Total Expenditures	628,737	499,254	1,892,983	1,597,359	7,150,657	118.5%	26.5%
Net Operations	(196,022)	59,227	(330,617)	84,897	441,115		
Capital							
Contributions from Private Sources	-	-	-	-	171,563	0.0%	0.0%
Grants	-	1,000	-	1,000	-	0.0%	0.0%
Transfers-R	712,500	-	712,500	-	2,850,000	0.0%	25.0%
Total Revenues	712,500	1,000	712,500	1,000	3,021,563	71250.0%	23.6%
Capital Outlay	9,307	40,425	192,429	69,847	2,616,690	275.5%	7.4%
Materials and Services	256,222	-	705,409	-	450,000	0.0%	156.8%
Total Expenditures	265,529	40,425	897,838	69,847	3,066,690	1285.4%	29.3%
Net Capital	446,971	(39,425)	(185,338)	(68,847)	(45,127)		
12 Month Fund Balance Increase	250,949	19,802	(515,954)	16,050	395,988		

MERC Statement of Activity with Annual Budget Metropolitan Exposition-Recreation Commission MERC Admin Sub Fund October 2017

		Current Month	Prior Year	Current Year to	Prior Year to	Current Year	% of Prior Year	% of Annual
		Actual	Month Actual	Date Actuals	Date Actual	Budget	to Date	Budget
Operations								
Grants		-	-	50,000	-	-	0.0%	0.0%
Interest Earnings		17,833	37,054	45,350	4,862	50,000	932.7%	90.7%
Transfers-R		118,679	104,248	474,717	416,992	1,424,152	113.8%	33.3%
	Total Revenues	136,512	141,302	570,067	421,855	1,474,152	135.1%	38.7%
Materials and Serv	vices	144,879	19,162	179,362	102,114	538,385	175.6%	33.3%
Personnel Service	S	87,066	72,519	328,062	264,367	1,105,485	124.1%	29.7%
Transfers-E		185	175	6,240	5,700	7,725	109.5%	80.8%
	Total Expenditures	232,131	91,856	513,664	372,181	1,651,595	138.0%	31.1%
	Net Operations	(95,619)	49,447	56,403	49,674	(177,443)		
Capital								
Lodging Tax		-	-	-	-	6,741,441	0.0%	0.0%
Transfers-R		(4,712,500)	-	(4,712,500)	-	(18,850,000)	0.0%	25.0%
	Total Revenues	(4,712,500)	-	(4,712,500)	-	(12,108,559)	0.0%	38.9%
Capital Outlay		-	-	-	-	250,000	0.0%	0.0%
	Total Expenditures	-	-	-	-	250,000	0.0%	0.0%
	Net Capital	(4,712,500)	-	(4,712,500)	-	(12,358,559)		
12 Mont	h Fund Balance Increase	(4,808,119)	49,447	(4,656,097)	49,674	(12,536,002)		

MERC Food and Beverage Margins

October 2017

	Current Month Actual	Prior Month Actual	Current Year to Date	Prior Year to Date Actual	Annual Budget
Convention Center Operating Fund	7100001	710000		2460710044	7 milaai Baaget
Food and Beverage Revenue	1,518,296	1,376,768	4,520,906	4,114,833	13,050,157
Food & Beverage Services	1,263,851	971,868	3,803,917	3,224,609	10,840,964
Food and Beverage Gross Margin	254,445	404,901	716,988	890,224	2,209,193
Food and Beverage Gross Margin %	16.76%	29.41%	15.86%	21.63%	16.93%
Portland'5 Centers for the Arts Fund					
Food and Beverage Revenue	346,244	277,060	764,572	1,046,361	3,175,764
Food & Beverage Services	246,848	195,757	600,483	764,029	2,503,553
Food and Beverage Gross Margin	99,396	81,304	164,089	282,331	672,211
Food and Beverage Gross Margin %	28.71%	29.35%	21.46%	26.98%	21.17%
Expo Fund					
Food and Beverage Revenue	124,413	146,240	364,748	525,104	2,298,622
Food & Beverage Services	185,633	141,719	582,312	461,669	1,908,139
Food and Beverage Gross Margin	(61,219)	4,521	(217,564)	63,435	390,483
Food and Beverage Gross Margin %	-49.21%	3.09%	-59.65%	12.08%	16.99%
MERC Fund Total					
Food and Beverage Revenue	1,988,953	1,800,068	5,650,225	5,686,297	18,524,543
Food & Beverage Services	1,696,332	1,309,343	4,986,712	4,450,307	15,252,656
Food and Beverage Gross Margin	292,621	490,725	663,513	1,235,991	3,271,887
Food and Beverage Gross Margin %	14.71%	27.26%	11.74%	21.74%	17.66%

MERC Statement of Fund Balances and Reserves

October 2017

		Annual Basis		Month	lv Basis
	FY 2016-17	FY 2017-18	FY 2017-18	FY 2016-17	FY 2017-18
	Actuals	Budget	YTD Actuals	October	October
Oregon Convention Center					
Beginning Fund Balance	21,770,042	24,966,039	25,024,238	19,279,870	24,507,959
Fund Balance Inc (Dec)	3,254,196	9,757,056	5,430,206	376,186	5,946,485
Ending Fund Balance	25,024,238	34,723,095	30,454,444	19,656,056	30,454,444
_					
Contingency - Operating		1,500,000			
Contingency - New Capital-Business Strategy		2,092,301			
Contingency - Renewal & Replacement		31,130,794			
Ending Fund Balance		34,723,095			
Portland'5 Centers for the Arts	42.470.000	42 202 22-	42.002.00=	42.462.225	40.607.045
Beginning Fund Balance	13,178,660	13,293,035	12,883,997	12,109,023	10,607,948
Fund Balance Inc (Dec)	(294,663)	(2,038,222)	(2,822,781)	(137,249)	(546,732)
Ending Fund Balance	12,883,997	11,254,813	10,061,216	11,971,774	10,061,216
Contingency Operating		600,000			
Contingency - Operating		600,000			
Contingency - New Capital-Business Strategy		2,263,311			
Contingency - Renewal & Replacement Ending Fund Balance		8,391,502 11,254,813			
Enaing Fund Balance		11,234,613			
Expo					
Beginning Fund Balance	2,843,104	2,527,012	1,941,946	2,688,423	1,175,042
Fund Balance Inc (Dec)	(901,158)	395,988	(515,955)	19,802	250,949
Ending Fund Balance	1,941,946	2,923,000	1,425,991	2,708,225	1,425,991
	,0 :,0 :0	_,;,;	_,,		_,,
Contingency - Operating		662,730			
Contingency - New Capital-Business Strategy		2,260,270			
Contingency - Renewal & Replacement		-			
Ending Fund Balance		2,923,000			
Ţ		, ,			
MERC Administration					
Beginning Fund Balance	14,171,403	18,757,585	18,573,659	14,157,497	18,725,681
Fund Balance Inc (Dec)	4,402,256	(12,536,002)	(4,656,097)	49,447	(4,808,119)
Ending Fund Balance	18,573,659	6,221,583	13,917,562	14,206,944	13,917,562
Contingency - Operating		53,460			
Contingency - Renewal & Replacement		1,056,059			
Contingency - TLT Pooled Capital		5,112,064			
Ending Fund Balance		6,221,583		I	
14500 F I					
MERC Fund	E4 000 50-	E0 E 12 2= :	E0 453 335	40.05 : 5 : :	o
Beginning Fund Balance	51,963,209	59,543,671	58,423,839	48,234,814	55,016,629
Fund Balance Inc (Dec)	6,460,630	(4,421,180)	(2,564,627)	308,187	842,583
Ending Fund Balance	58,423,839	55,122,491	55,859,212	48,543,001	55,859,212

MERC Visitor Venues Events-Performances-Attendance FY 2017-18

	Octobe	er 2014	Octobe	er 2015	Octobe	er 2016	Octob	er 2017	Net Change fr	om Prior Year	October	r 2017
осс	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Revenue	% of Rev.
Tradeshows/Conventions	12	15,472	12	27,437	10	19,498	9	19,086	(1)	(412)	1,291,041	46%
Consumer Public Shows	4	10,809	4	17,736	9	33,778	6	29,541	(3)	(4,237)	521,644	19%
Miscellaneous									-	-	-	0%
Miscellaneous -In-House	9	224	17	655	12	600	9	1,123	(3)	523	2,013	0%
Meetings	25	11,187	25	8,058	26	7,509	18	6,501	(8)	(1,008)	368,418	13%
Catering	10	5,992	11	6,287	10	4,901	11	5,638	1	737	593,984	21%
Totals	60	43,684	69	60,173	67	66,286	53	61,889	(14)	(4,397)	\$ 2,777,100	100%

	Octobe	er 2014	Octobe	er 2015	Octobe	er 2016	Octobe	er 2017	Net Change fr	om Prior Year	October	r 2017
Expo Center	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Events	Attendance	Revenue	% of Rev.
Consumer Public Shows	5	25,014	6	25,910	9	29,105	6	21,306	(3)	(7,799)	305,746	82%
Cirque Du Soleil	-	-	-	-			10	20,293	10	20,293	42,296	11%
Miscellaneous	3	190	5	501			3	930	3	930	20,618	6%
Meetings	1	40	2	40	2	486	2	73	-	(413)	2,849	1%
Catering	-	-	-	-			-	-	-	-	-	0%
Tradeshows/Conventions	3	3,466	2	2,674			-	-	-	-	1,683	0%
Totals	12	28,710	15	29,125	11	29,591	11	22,309	-	(7,282)	\$ 330,896	89%
Totals w/Cirque du Soleil	12	28,710	15	29,125	11	29,591	21	42,602	10	13,011	\$ 373,192	100%

	Octobe	er 2014	Octobe	er 2015	Octobe	er 2016	Octobe	er 2017	Net Change fr	om Prior Year	October	2017
Portland '5	Performances	Attendance	Performances	Attendance	Performances	Attendance	Performances	Attendance	Performances	Attendance	Revenue	% of Rev.
Commercial (Non-Broadway)	17	20,243	7	10,198	15	24,851	16	25,577	1	726	602,904	44%
Broadway	8	19,294	6	10,373	-	-	-	-	-	-	111,711	8%
Resident Company	19	19,353	23	22,914	30	32,572	31	35,311	1	2,739	380,671	28%
Non-Profit	43	11,127	49	19,248	21	7,868	20	9,323	(1)	1,455	145,902	11%
Promoted/Co-Promoted	1	56	4	2,011	14	4,158	12	4,900	(2)	742	120,489	9%
Student	3	2,572	7	3,016	7	4,799	11	5,695	4	896	7,721	1%
Miscellaneous	1	160	1	130	1	155	3	1,250	2	1,095	-	0%
Totals	92	72,805	97	67,890	88	74,403	93	82,056	5	7,653	\$ 1,369,398	100%

OCC Capital Project Status Report

Project Phases: Planning - Initiating/Planning, **Design** - Design & Engineering, **Contracting** - in process of vendor selection & signing contract with selected vendor, **Construction/In Progress** - in progress, **Complete** - substantially complete, **On going** - capital maintenance

Category			FY 2	2017-18 Budg	get
Project Title	Management	Phase	Amended	Actual	Est. Variance
Food & Beverage					
Food & Beverage Point of Sale System (POS) Replacement	ARA / IS	Contracting	230,000	-	230,000
Renewal & Replacement					
Plaza, Entries, & Major Interior Remodel	СРМО	Design	6,000,000	448,661	5,551,339
Building Envelop Assessment	СРМО	Contracting	150,000	-	150,000
Cooling System Design Consulting (Cooling Towers & Chillers)	СРМО	Design	80,000	5,764	74,237
Loading Dock Improvements (Dock Locks, Enclosures, Levelers)	СРМО	Contracting	360,000	14,066	345,934
Movable Partition Refurbishment	occ	In Progress	180,000	18,491	161,509
Staff & Setup Supervisor Support Space Renovation	СРМО	In Progress	644,000	37,697	606,303
Security & Access					
Security Camera Replacements	СРМО	Design	450,000	-	450,000
Alerton Global Controller & Software Upgrade	OCC	On going	70,000	66,701	3,299
Integrated Door Access Controls	СРМО	Planning	300,000	-	300,000
Life & Safety					
Telecom MDF Fire Suppression Upgrade	OCC	On hold	55,000	-	55,000
Emergency Notification Upgrade	OCC	Complete	41,000	23,135	17,865
Fire Sprinkler System Design Consulting	OCC	Planning	50,000	-	50,000
Lighting & Electrical					
Exhibit Hall Lighting Control Replacement	СРМО	Design	275,000	-	275,000
Technology					
Telephone - Voice Over Internet Protocol (VOIP) Implementation	IS	Construction	352,500	14,831	337,669
Equipment					
AV Equipment	occ	On going	150,000	154,881	(4,881)
Tug Tow Tractor Purchase	OCC	In Progress	28,000	-	28,000
480V Show Equipment	OCC	In Progress	90,000	-	90,000
Holladay Suites Furniture Purchase	occ	Planning	50,000	4,715	45,285
Total			9,555,500	788,940	8,766,560
% of Budget				8%	92%

Portland'5 Center Capital Project Status Report

Project Phases: Planning - Initiating/Planning, **Design** - Design & Engineering, **Contracting** - in process of vendor selection & signing contract with selected vendor, **Construction/In Progress** - in progress, **Complete** - substantially complete, **On going** - capital maintenance

Category				FY	2017-18 Budge	et
	Project Title	Management	Phase	Amended	Actuals	Remaining
Food & Beve	rage					
85108	ArtBar Bar Replacement (Aramark)	СРМО	On hold	75,000	-	75,000
85110	Aramark Point Of Sale System Replacement	ARA / IS	Contracting	130,000	-	130,000
Venue Mana	gement					
8R089	Newmark Lighting Overhaul	P5	Complete	673,063	493,057	180,006
8R090	Winningstad - House Lighting Control & Dimmers	P5	Construction	273,550	322,375	(48,825)
8R143	Newmark LED Cyclorama Light Fixtures	P5	Complete	70,000	69,810	190
8R176	AHH Brunish Theater Electrical Improvements	P5	Complete	50,000	41,619	8,381
8R181	AHH, ASCH, Keller Assisted Listening System	P5	Complete	58,000	58,802	(802)
8R182	AHH, ASCH, Keller ADA Signage	P5	Planning	50,000	-	50,000
8R183	ASCH Soft Goods	P5	Design	100,000	-	100,000
8R184	Keller Balcony Front Fill Speakers	P5	Planning	50,000	-	50,000
8R185	Aerial Work Platform (Scissor lift)	P5	Complete	20,000	10,439	9,561
8R186	Banquet Chairs Replacement	P5	Planning	20,000	-	20,000
8R201	Keller light replacements	P5	Planning	12,000	-	12,000
CpMO Mana	gement					
8R098	Keller - Roof & Drains Replacement	СРМО	Complete	90,000	1,577	88,423
8R099	ASCH - Portland Sign Assessment & Refurb Scoping	СРМО	Complete	150,000	147,700	2,300
8R092	Schnitzer Orchestra Shell Replacement	СРМО	Planning	1,355,000	34,555	1,320,445
8R178	All Buildings Access Controls CCTV Replacement	СРМО	Planning	200,000	-	200,000
8R179	AHH Roof, Green Roof	СРМО	Design	150,000	-	150,000
8R120	ASCH - Cooling System Replacement	СРМО	Design	10,000	-	10,000
8R177	ASCH Audience Chamber Lighting	СРМО	Contracting	25,000	-	25,000
Information '	Technology					
65701B	AHH/ASCH/Keller VOIP Implementation	IS	Design	72,600	-	72,600
65701C	AHH/ASCH/Keller VOIP Implementation	IS	Design	141,520	-	141,520
	Total			3,775,733	1,179,934	2,595,799
	% of Budget				31%	69%

Expo Center Capital Project Status Report

Project Phases: Planning - Initiating/Planning, **Design** - Design & Engineering, **Contracting** - in process of vendor selection & signing contract with selected vendor, **Construction/In Progress** - in progress, **Complete** - substantially complete, **On going** - capital maintenance

Category				FY	2017-18 Budg	et
	Project Title	Management	Phase	Amended	Actuals	Remaining
Food & Beve	erage					
85106	Connector Glass Door (ARA)	СРМО	Design	120,000	3,264	116,736
85107	Concessions Upgrades (ARA)	EXPO	Planning	50,000	-	50,000
85110	Aramark Point of Sale System Replacement	IS	Contracting	160,000	-	160,000
Renewal & F	Replacement					
8N020	Audio Visual Equipment	EXPO	On going	11,867	-	11,867
8R040	Parking Lot Asphalt	СРМО	On going	135,000	-	135,000
8R151	Expo Water Efficiency Upgrades	EXPO	Construction	80,000	-	80,000
8R169	Halls ABCDE Lighting Controls study and Replacement	СРМО	Planning	20,000	-	20,000
8R170	New Hall A Shore Power	СРМО	Complete	150,000	186,042	(36,042)
8R171	Interior & Exterior Lighting Replacements	EXPO	Planning	70,000	-	70,000
8R172	Hall C HVAC Study	EXPO	Planning	35,000	-	35,000
8R173	Halls ABCDE HVAC Controls Replacement	EXPO	Planning	60,000	-	60,000
8R202	PGE Upgrades	EXPO	Planning	100,000	-	100,000
Roofing						
8R135	ABC Roof Repairs (R&R)	EXPO	On going	80,000	-	80,000
8R136	Halls D & E Roof Replacement (R&R)	СРМО	Construction	1,919,689	965,494	954,195
Equipment						
8N011	Electronic Signage	СРМО	In Progress	47,548	689	46,859
8R112	Security Camera Access Control System	СРМО	In Progress	82,138	-	82,138
8R150	Radio Replacements	EXPO	On going	20,000	-	20,000
Information	Technology					
65701C	Voice Over IP (VoIP) Infrastructure	IS	In Progress	107,940	-	107,940
8R139	WiFi Upgrade	EXPO	On going	80,000	-	80,000
	Tota	l —		3,329,182	1,155,489	2,173,693
	% of Budge	t			35%	65%

MERC Commission Meeting

December 6, 2017 12:30 pm

> 6.0 Asset Management Capital Planning Project Status Report

Memo



Date: December 6, 2017
To: MERC Commission

From: Ben Rowe, Director of Strategic Initiatives

Subject: Asset Management & Capital Planning Project Status Report

Metro leadership commissioned the Asset Management and Capital Planning Project in March 2016. The project goal is to develop a formal asset management program plan including a uniform set of processes, policies, and procedures. The presentation at the MERC commission meeting will summarize the project objectives, accomplishments to date and future plans. No action is required by the Commission but feedback on the project is welcome.

Background:

Metro holds a significant portfolio of facilities, real property and equipment across its many disparate campuses and operations. Asset management best practices is the discipline through which public agencies effectively manage infrastructure and deliver the levels of service their constituents expect in a socially, environmentally, and economically sustainable manner. Asset management best practices facilitate reduced maintenance costs, reduced risk, extended asset life, and informed decision making. I invite the Commission to watch two short videos regarding asset management prior to the meeting: The Big Picture and What is Asset Management.

Leadership from across the agency set a 2021 strategic public assets management goal and commissioned a project to increase the agency's level of sophistication in asset management, project management, and capital planning. Staff from each of Metro's operations (Oregon Zoo, Oregon Convention Center, Portland Expo Center, Portland'5 Centers for the Arts, Parks and Nature, Solid Waste operations and the Metro Regional Center) have worked together for over a year to develop a formal asset management program plan including a uniform set of processes, policies, and procedures. The Commission may recall the Metro Auditor's report on capital project planning published in November 2016. Asset management fundamentals inform capital project planning. The project team has incorporated the auditor's recommendations into the project's scope of work and desired outcomes.

One of the primary deliverables of the project is a strategic asset management plan. Metro's draft Strategic Asset Management Plan (SAMP) objectives are: Improved Financial Performance, Informed Asset Investment Decisions, Demonstrated Social Responsibility, and Improved Organizational Sustainability. Implementation of the SAMP, and its asset management goals will require dedicated resources to accomplish. Metro Council approved a FY 2017-18 budget amendment to add an AMCP Program Manager position. The Primary role of this new position is to help each operation be successful in developing asset management plans.

MERC Commission Meeting

December 6, 2017 12:30 pm

8.0 Travel Portland First Quarter FY18 Report

travel PORTLAND

Highlights:

Executive Summary - Page 3







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Jeff Miller	President and CEO
	Chief Financial Officer
Greg Newland	Chief Marketing Officer
_	
Megan Conway	Senior Vice President of Communications and Regional Strategy
•	Senior Vice President of Convention Sales

100 SW Main Suite 1100 Portland, OR 97204 503.275.9750



ACCOMPLISHMENTS

- For the first quarter OCC realized \$3.2 million in revenue from Travel Portland booked business. Community impact ROI from all future bookings was 27.7 to 1.
- Nine new and zero repeat OCC conventions were booked for future years in the quarter worth \$5.9 million in OCC revenue and community economic impact over \$23.2 million. Total Travel Portland bookings, including single hotel will result in \$41.7 million of economic impact.
- Travel Portland booked two minority meetings in the quarter with an EEI of over \$4.6 million.
- Travel Portland generated 41 pieces of meetings related coverage with a circulation of over 19 million. Overall, Travel Portland generated 161 media placements with a total circulation of over 664.7 million.

TRENDS, SUCCESSES, OBSTACLES

- Transient Lodging Tax is flattening after 5 years of significant increases. YTD collections of the city's tax were down 5.9%.
- Central City occupancy decreased 1.9% for calendar YTD through September; ADR increased 0.3%, RevPar decreased 1.6%, demand increased 3.8%, and room revenue increased 4.1%.
- TID hotels ccupancy decreased 0.9% for calendar YTD through September; ADR increased 2.2%, RevPar increased 1.3%, demand increased 2.1%, and room revenue increased 4.4%.

MERC CONTRACT TARGETS

TARGET#	TARGET DESCRIPTION	YEAR TO DATE ACTUAL	ANNUAL TARGET
1	OCC revenue target	\$3,232,175	\$11.0 Million
2	ROI on future OCC business	3.9	3.8
3	Lead conversion	18%	40%
4	Services performance survey	3.8	3.8
5	Public relations/media	See page 13 & 14	Report
6	Community economic impact	27.7	42.0

CITY CONTRACT GOALS

OBJECTIVE #	GOAL DESCRIPTION	YEAR TO DATE ACTUAL	ANNUAL GOAL
	Convention Sales and Marketing		
1	Economic Impact ROI	30.6	25.0



OREGON CONVENTION CENTER BOOKING REVENUE FROM TRAVEL PORTLAND BOOKINGS **Total Potential OCC** Revenue Annuals **Future Business** \$ FY 17/18 \$ 11,160,592 \$ 11,160,592 FY 18/19 \$ 9,248,561 \$ 667,709 \$ 9,916,270 FY 19/20 \$ 8,501,425 1,184,396 9,685,821 \$ FY 20/21 1,100,903 \$ 4,145,244 \$ 5,246,147 FY 21/22 \$ 6,408,358 1,184,396 7,592,754 \$ \$ FY 22/23 \$ 1,115,564 1,100,903 \$ 2,216,467 FY 23/24 \$ \$ 1,184,396 \$ 1,184,396 1,100,903 FY 24/25 \$ 2,136,448 \$ \$ 3,237,351 FY 25/26 \$ \$ 1,184,396 \$ 1,184,396 FY 26/27 \$ \$ 1,100,903 \$ 1,100,903 **TOTAL** 9,808,905 \$ 42,716,192 \$ \$ 52,525,097

Oregon Convention Center Projected Future Revenue													
Total Travel Portland Contract:		Quarter		YTD	Target								
New OCC Bookings		9		9									
Repeat OCC Bookings		0		0									
Total OCC Bookings		9		9									
Room Nights from OCC Bookings		31,247		31,247									
Future OCC Revenue Booked during FY 2016/17	\$	5,908,947	\$	5,908,947									
ROI OCC Bookings	\$	3.9	\$	3.9	3.8 to 1								
Community Economic Impact from OCC Bookings	\$	23,261,640	\$	23,261,640									
Total Room Nights Booked		58,160		58,160									
Total Community Economic Impact from Bookings	\$	41,710,747	\$	41,710,747									
ROI on Total Community Economic Impact	\$	27.7	\$	27.7	42.0 to 1								
OCC Revenue Realized During FY 2017/18	\$	3,232,175	\$	3,232,175	\$11.0 Million								

Convention Sales

OREGON CONVENTION CENTER FUTURE GROUP BOOKINGS													
AS OF OCTOBER 1, 2017													
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22 and beyond								
Current	52	28	22	8	12								
4 Year Average	Current	1 yr. out	2 yrs. out	3 yrs. out	Beyond 3 yrs.								
(FY 14/15 – FY 17/18)	51	26	17	8	14								

1ST Q	UARTER	R - ROOM NIGH	HTS FROM O	RE	EGON CONVEN	ΤI	ON CENTER
		Total Room					Community
Year	Groups	Nights	Attendees	es OCC Revenue			Economic Impact
FY 17/18	3	1,026	6,850	\$	468,987	\$	1,432,709
FY 18/19	2	8,405	4,500	\$	1,294,321	\$	5,396,291
FY 19/20	2	4,343	3,000	\$	1,116,964	\$	3,937,114
FY 20/21	1	2,273	3,500	\$	892,227	\$	3,460,444
FY 24/25	1	15,200	4,000	\$	2,136,448	\$	9,035,082
Total	9	31,247	21,850	\$	5,908,947	\$	23,261,640

1ST QUARTER - RO	OOM NIG	HTS FROM SI	N	GLE HOTEL E	BOOKINGS
		Total Room		Room Tax	Community Economic
Year	Groups	ups Nights		Generated	Impact
FY 17/18	31	10,775	\$	217,756	\$ 10,198,927
FY 18/19	18	11,991	\$	242,330	\$ 6,329,501
FY 19/20	2	2,527	\$	51,069	\$ 1,251,018
FY 20/21	1	365	\$	7,376	\$ 161,276
FY 21/22	1	1,255	\$	25,363	\$ 508,385
TOTAL OTHER BOOKINGS	53	26,913	\$	543,894	\$ 18,449,107

Convention Sales

Oregon Convention Center Revenue: Three Year Average													
	Total C	Contract	Chicago	o Office	Washington, DC Office								
	Quarter	YTD	Quarter	YTD	Quarter	YTD							
OCC Revenue Generated (3 yr. average)	\$ 4,146,142	\$ 4,146,142	\$ 693,862	\$ 693,862	\$ 1,302,746	\$ 1,302,746							
Travel Portland Contract Costs	\$ 1,507,474	\$ 1,507,474	\$ 39,021	\$ 39,021	\$ 95,442	\$ 95,442							
ROI (Revenue / Costs)	2.75	2.75	17.78	17.78	13.65	13.65							

LEAD CONVERSION												
	Travel Por	tland Office	Chicago	o Office	Washington, DC Office							
	Quarter YTD Quarter		Quarter	YTD	Quarter	YTD						
OCC Leads	75	75	15	15	34	34						
OCC Lost Leads due to OCC space & availability	12	12	2	2 2		3						
OCC Lost Leads due to HQ hotel & hotel package	13	13	2	2	8	8						
Lead Conversion Percentage	18%	18%	9%	9%	13%	13%						
	Annual Tar	get – 40%										

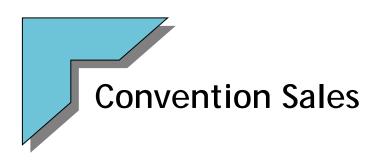
		1ST QUARTER - OREGON CONVENTION C	ENTER LO	ST BUSIN	ESS	
			Total Room		Lost OCC	Lost Community
Account	Groups	Reason	Nights	Attendees	Revenue	Economic Impact
Subtotal	3	Hotel - HQ	18,753	12,600	\$ 4,828,469	\$ 15,319,393
Subtotal	6	Hotel Package - Number Hotels Needed	40,034	20,675	\$ 5,130,093	\$ 30,963,689
Subtotal	4	Hotel - Under One Roof	11,302	6,650	\$ 2,347,623	\$ 8,549,769
Subtotal	12	Date Availability - OCC	31,423	19,725		\$ 23,327,205
Subtotal	10	Board Decision	20,331	15,685	\$ 3,623,334	\$ 12,977,631
Subtotal	8	Geographic	29,042	24,750	\$ 5,453,931	\$ 26,515,101
Subtotal	3	Not Enough Space to Accommodate Group	22,244	43,000	\$ 4,606,355	\$ 24,188,382
Subtotal	3	Rates/Cost - Hotel	5,038	2,700	\$ 576,435	\$ 2,960,110
Subtotal	2	Client Postponed Search	1,958	6,800	\$ 202,854	\$ 2,155,757
Subtotal	2	OCC - Meeting Space Issue	5,382	4,000	\$ 1,618,040	\$ 5,562,437
Subtotal	2	Selected Another Year	10,375	5,700	\$ 1,889,615	\$ 8,839,316
Subtotal	1	Declined business - OCC	10,780	3,500	\$ 1,866,397	\$ 7,382,478
Subtotal	1	No Response from Client	2,990	8,000	\$ 395,757	\$ 2,851,984
Subtotal	1	OCC – Does Not Meet Booking Guidelines	1,848	900	\$ 423,265	\$ 1,487,633
Subtotal	1	Perceived Destination Draw	30,420	30,000	\$ 885,647	\$ 29,172,705
Subtotal	1	Perceived Destination Draw - 1st Tier City Opportunity	8,082	2,100	\$ 539,498	\$ 4,760,226
Subtotal	1	Rates/Cost - OCC	2,990	1,800	\$ 455,504	\$ 2,861,655
Subtotal	1	Weather/Environmental Issues	3,401	2,000	\$ 379,136	\$ 1,782,826
Total	62		256,393	210,585	\$ 40,727,484	\$ 211,658,297

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1ST QUARTER - OREGON CONVENTION CENTER CANCELLATIONS											
						Lost OCC	Lost Community				
	Account Name	Groups	Reason	Nights	Attendees	Revenue	Economic Impact	Arrival Date			
N/A		0	N/A	0	0	\$ -	\$ -	N/A			

1ST QUARTER INDUSTRY TRADE SHOWS A	ND EVENTS
Trade Show/Event	Location
Oregon Society of Association Management and Meeting Professionals International - Oregon Chapter Golf Tournaments	Portland, OR
Exprient e4	Houston, TX
Destination Marketing Association International Annual Conference	Montreal, Quebec, Canada
Council of Engineering and Scientific Society Executives Annual Meeting	Quebec City, Quebec, Canada
Council of Manufacturing Association	Boston, MA
IEEE Panel of Conference Organizers	Sydney, Australia
ASAE	Toronto, Canada
Kellen Management	Chicago, IL
Connect Marketplace	New Orleans, LA
HelmsBriscoe Cares	Lake Geneva, WI
Destination Marketing Association of the West Education Summit	Las Vegas, Nevada
ASAE 5 Star Weekend	San Antonio, TX
CDX Client & Partner Event	Dallas, TX
Congressional Black Caucus Annual Legislative Conference	Washington, D.C.
DC Multicultural Event	Washington, D.C.



MINORITY PROJECTE	MINORITY PROJECTED FUTURE REVENUE										
Total Travel Portland Contract:	1st Quarter	YTD									
New Minority Bookings	2	2									
Total Minority Bookings	2	2									
Room Nights from Minority Bookings	7,413	7,413									
Minority Leads	8	8									
Minority Lost Leads	11	11									
Minority Lost Leads Due to OCC Space & Availability	2	2									
Minority Lost Leads Due to Hotel Package & Availability	1	1									

For the first quarter of FY 2017/18, minority bookings created an estimated economic impact to the greater metro Portland community of about \$4.6 million. Booked groups included the following:

National Indian Child Welfare Association	\$ 16,320
National Conference on Race and Ethnicity in American	\$ 4,590,412
Higher Education	



Carboner Advisory Roard																							
Observed Colore																E		.					land
Observed Colore				ett	man		85				10	doll			ıgh	ngra	nan	mpit	ter		ck		Port
Observed Colore				ver	Nell	etz	hera	rty	trell	arco	သည္သ	aus	vis	t .	Cro	ias I	hapr	Cla	Beck	ssie	ılsti	ir.	avel
Observed Colore				ee I	па	y Kr	lel S	Jibe	Pon	eMa	e M	Vai	а Да	Sm	elle	Tob	ey C	reen	ine	s Je	Fai	Mille	Ë
Observed Colore	Program	Date	Location	esiı	haw	ath	han	ma]	ori	řiD	ami	lrica	Kayla	ulie	ani	ara	rac	Tau	Crist	ame	teve	eff	ota
Parlessional Convention Management Association Convening Leaders October 21-27, 2017 Partiand, OR 1 1 1 1 1 1 1 1 1	•	<u> </u>	<u> </u>	<u> </u>	_ v ₂		10	₹.	Ţ	Щ	7	Щ	,×	7	н .	<u> </u>	Ţ.	4	ř.	<u> </u>	o l	-	Ė
Carboner Advisory Roard	Professional Convention Management Association Convening Leaders	October 21-27, 2017	Pitts/Cleveland/Philly/NJ		١,			١,														П	2
Index America: The Worldwide Meetings and Incentive Travel October 19-13, 2017 Cincimant; OH 1 1 0 0 0 0 0 0 0 0		October 4 - 6, 2017	Portland OR	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1		1	1	1	18
Connect Pails					1	1	1	1	1	1	1		1	1	-	-	1	1	1	1	1	1	4
November 28-30, 2017 Son Francisco, CA 1				<u> </u>		Ť	1					\dashv	_	_	_	\dashv	_		_		\dashv	Ť	1
Single Hold Chicago Sales Mission		3, 1																					
Certified Meeting Planner Concieve November 13-15, 2017 Bullimore, MD	HPN Global Partners Meeting	November 28-30, 2017	San Francisco, CA	1																			1
November 19,000 Spring		November 8 - 10, 2017		1					1		1							1		1			5
Interfaction							1		Ш]		[1	[[[[_	ightharpoons	2
National Coalition of Black Meeting Planners Educational Conference November 2-9-December 2, 2017 Oakland, CA				_	1	_	1		Ш													_	1
Dee-17 November 30 - December 3, 2017 Portland, OR						1							_			_	_				_	_	1
Travel Portland Fall Familiarization Tour November 30 - December 3, 2017 Portland, O.R. 1 1 1 1 1 1 1 1 1		November 29 - December 2, 2017	Oakland, CA		<u> </u>		1	<u> </u>	Щ						_1		1						2
December 10, 2017 Portland, OR		N	Doubles I OD	-	-	_	_	-	-	,	-	, 1	,	-	, ,	, ,	_	-	-	,	, ,	Ţ	16
Connect DC				1	1	-	1	1	1	1	1	1	1	1	1	1		1	1	1	1	1	10
Holiday Showcase December 14, 2017 Chicago, IL 1 1 1 1 1 1 1 1 1						1	1				1		-			1	1		-	-	_	\rightarrow	2
January 10 Professional Convention Management Association Convening Leaders January 7 - 10, 2018 Nashville, TN 1 1 1 1 1 1 1 1 1				1									_		-	1	1	1		1		1	4
Professional Convention Management Association Convening Leaders January 7 - 10, 2018 Nashville, TNK 1 1 1 1 1 1 1 1 1		December 14, 2017	Cincago, 11	1											_			1		1		Ė	Ť
Religious Conference Management Association Emerge Conference January 30 - Pébruary 1, 2018 Philadelphia, PA February 18-21, 2018 Philadelphia, PA February 18-22, 2018 Portland, OR 1 Pebruary 27-2018 Portland, OR 1 Pebruary 28-3018 Portland, OR 1 Pebru		January 7 - 10, 2018	Nashville, TN	1	1	1	Т	1		П		Т	\neg	Т	П	1	1	1	1	1	Т	一	9
Council of Manufacturing Association January 10 - 12, 2018 Philadelphia, PA			,			1	1								t							-	1
MeetingCEO								1											1				2
Connect Diversity	Feb-18																						
MPI Northern California February 27, 2018 San Francisco, CA	MeetingCEO	February 18-21, 2018	Ft. Myers, FL													1							1
Single Hotel Sales Mission in California February 28 - March 2, 2018 California 1	Connect Diversity	February 2 - 8, 2018	Portland, OR	1							1						1			1	1	1	6
Society of Government Meeting Professionals National Education TBD	MPI Northern California	February 27, 2018	San Francisco, CA						1	1													2
TBD		February 28 - March 2, 2018	California	1					1	1						1	1			1			6
Road Show	·																						
March 14 - 16, 2017 Detroit, MI			Ü							1													1
Experient Envision		TBD	Colorado Springs/Indy			1	1		Ш														2
MPI Cascadia March 4 - 7, 2017 Reno, NV 1		M	Detucit MI	_	1	_	T						_	_	_	_	_	-		-		4	Ļ
Destination Showcase D.C.						-				1						-		1					1
CBI Pharma Forum				1		1	1			1			-			1	1		-	-	_	\rightarrow	3
ConferenceDirect				1					1				-		-	1	1		1			-+	2
Meet NY March 6 - 9, 2018 New York, NY 1								1	1			_				_	-		1			\dashv	1
Convention Sales Professional International Annual Conference TBD Washington, D.C. 1					1			-				_	\neg			\dashv	_					\dashv	1
April April April Secutive Session - Association Forum April 5-8, 2017 Portland, OR 1 1 1 1 1 1 1 1 1				1											t							-	1
HelmsBriscoe			3,																				
CDX Client & Partner Event TBD TBD 1	Women's Executive Session - Association Forum	April 5-8, 2017	Portland, OR	1	1				1		1	1						1				П	6
XDP - ASAE		TBD	Orlando				1		1														2
National Association of Sports Commissions Sports Event Symposium April 23 - 26, 2018 Indianapolis, IN 1				1																		\Box	1
May-18 Simpleview Summit May 7-10, 2018 Scottsdale, AZ 1	XDP - ASAE	April 19-20, 2018	Washington, D.C.										[1	1			1		\Box	3
May-18 Simpleview Summit May 7-10, 2018 Scottsdale, AZ 1																							
Simpleview Summit May 7-10, 2018 Scottsdale, AZ 1 <td></td> <td>April 23 - 26, 2018</td> <td>Indianapolis, IN</td> <td></td> <td></td> <td>1</td> <td>_</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>_</td> <td></td> <td></td> <td></td> <td>_</td> <td></td> <td></td> <td>_</td> <td></td> <td></td> <td>1</td>		April 23 - 26, 2018	Indianapolis, IN			1	_						_				_			_			1
D.C. client event week TBD Washington, D.C. 1 2		May 7-10, 2018	Scottsdale, AZ			T	T			T		1			T	T	T	T	1	T	T	一	1
Chicago client events TBD Chicago, IL 1			· · · · · · · · · · · · · · · · · · ·	1		1	1	1	1			Ť		-	_ h	1	1			1	1	\dashv	9
	Chicago client events			_	1	ΤŤ	1	Ē	Ħ	1			\dashv			_		1		_	Ť	1	7
INVEX America: The worldwide wieedings and incentive Travel May 15 - 16, 2017 Frankfurt, Germany 1	IMEX America: The Worldwide Meetings and Incentive Travel	May 15 - 18, 2017	Frankfurt, Germany			1			П			一				一						\exists	1

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			Desiree Everett	Shawna Wellman	2	Chanel Sheragy		lli	0	loc	Erica Vanausdoll			Danielle Crough	racey Chapman	Maureen Clampitt	Kristine Becker	ə	Steve Faulstick		Total Travel Portland
			Eve	We	retz	iheı	rty	ıtre	arc	Š	nan	ivis	ith	Cr.	haj	ב	Ве	essi	uls	er	ave.
			ee]	та	Cathy Kretz	el S	\na Liberty	l'ori Pontrelli	Bri DeMarco	amie McCool	Va	Kayla Davis	ulie Smith	elle Tol		eer	ine	ames Jessie	Fa	effMiller	Ė
n .	n .		esir	ıaw	ath	han	na I	ori]	ri D	ij.	rica	ayle	ılie	anic	Lace	aur	rist	ıme	eve	eff.	ota
Program Program	<u>Date</u>	<u>Location</u>	Ω	S	Ü	Ö	Ą.	Ţ	B	ŗ	闰	X	۲.	ם כ	Ē	Σ	K	Ji	S	J.	Ĕ
Jun-18	mpp	D. d. d. OD					_		_	_	_	_	_	_	_	1				_	
Oregon Association of Nurseries Golf Tournament	TBD TBD	Portland, OR								_								1	1	\dashv	2
Oregon Dental Association Golf Tournament	L.	Portland, OR Portland, OR	,	,	1	,	,	1	,	,	1	,	,	1 1	1	1	1	1	1	1	19
Travel Portland Spring Familiarization Tour	June 7 - 10, 2018	Portiand, OK	1	1	1	1	1	1	1	1	1	1	1	1 1	1	1	1	1		1	19
Professional Convention Management Association Convening Leaders 2018Education	I 10 10 0010	Classica d OII					,	,		,				١,	١,		,		1		6
Meeting Professionals International World Education Congress	June 10 - 13, 2018	Cleveland, OH Indianapolis, IN			1		1	1		1				1	1		1			\rightarrow	1
Society of Government Meeting Professionals National Education	June 2 - 5, 2018 June 4 - 8, 2018	Norfolk, VA			1				1	-		_	_		1	 			\rightarrow	\dashv	2
Cvent	TBD	Las Vegas, NV	1						1	-			-		1	1			\rightarrow	\dashv	1
Jul-18	TBD	Las vegas, Nv				<u> </u>				_			_						\rightarrow		
Oregon Society of Association Management and Meeting Professionals	1	1											T						-		
International - Oregon Chapter Golf Tournaments	TBD	TBD					,			,									.	J	2
Exprient e4	TBD	TBD	1				-			1		-	_					1		\dashv	2
Destination Marketing Association International Annual Conference	TBD	TBD	1							-		-				 		1	1	\dashv	3
Council of Engineering and Scientific Society Executives Annual Meeting		TBD	-											1		1		1		\rightarrow	1
Aug-18	TDD	TBD												1							
Council of Manufacturing Association	TBD	TBD	Г			П	1	П	Т		Т	Т		1	Т.	Г	1		\vdash	_	2
IEEE Panel of Conference Organizers	TBD	TBD		1			-										1			\rightarrow	1
ASAE	TBD	TBD	1	1										1				1	1	1	5
Kellen Management	TBD	TBD	1						-	-		-		1		1		1	+	1	1
Connect Marketplace	TBD	TBD			1		1		-	-		-			1	1			\rightarrow	\dashv	3
Sep-18	TDD	TDD			1		1								1						ت
HelmsBriscoe Cares	TBD	TBD										Т				1			-	$\overline{}$	1
Destination Marketing Association of the West Education Summit	TBD	TBD										1	1			÷				\dashv	2
ASAE 5 Star Weekend	TBD	TBD										-	-					1	\rightarrow	1	2
CDX Client & Partner Event	TBD	TBD	1							-								1	\rightarrow		1
Congressional Black Caucus Annual Legislative Conference	TBD	TBD	1			1								1	1			1	1	1	6
DC Multicultural Event	TBD	TBD				1				_				1	1			1	1	1	6
Oct-18	TDD	TBD					_						_		Ť					Ť	Ť
Professional Convention Management Association Convening Leaders																			$\overline{}$	\neg	_
2018Philly/Road Show	TBD	TBD		1			1 l												.		2
Customer Advisory Board	TBD	TBD	1	1	1	1	1	1	1	1	1	1	1	1 1	1	1		1	1	1	18
IMEX America: The Worldwide Meetings and Incentive Travel	TBD	TBD	1		1												1			1	4
Connect Faith	TBD	TBD				1														\neg	1
Nov-18																					
HPN Global Partners Meeting	TBD	TBD	1																Т	\neg	1
Single Hotel Chicago Sales Mission	TBD	TBD	1					1		1						1		1		\neg	5
Certified Meeting Planner Conclave	TBD	TBD				1						1								\neg	2
Nursing Organizations Alliance Fall Summit	TBD	TBD		1						7		T							\Box	\neg	1
Inter[action]	TBD	TBD			1					寸		T							,	\neg	1
National Coalition of Black Meeting Planners Educational Conference	TBD	TBD				1				寸		T			1				,	\neg	2
Dec-18																					
Travel Portland Fall Familiarization Tour	TBD	TBD	1	1			1	1	1	1	1	1	1	1 1		1	1	1	1	1	16
Oregon Society of Association Management Annual Meeting	TBD	TBD								1										\neg	1
Connect DC	TBD	TBD												1	1						2
Holiday Showcase	TBD	TBD	1													1		1		1	4

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Convention Services

ACTIVITY DESCRIPTION	1ST QUARTER	YTD
OCC groups occurring during the quarter	13	13
Distribution of promotional pieces	30,380	30,380
Meeting planning assistance - Services leads	284	284
Pre-convention attendance building - Site tours	6	6
Pre-convention attendance building -Promo trips, e-mails and materials	6	6
Housing-convention room nights	6,451	6,451

1ST QUARTER INDUSTRY SITE TOURS, TRADE SHOWS AND PROMO TRIPS										
	Organization	Promotional	Site							
Organization	Location	Trip	Visit	OCC	Non-OCC					
New England States Consortium Systems Organization	Shrewsbury, MA	X		X						
USA/Canada Lions Leadership Forum	Black Hawk, SD		X	X						
Design-Build Institute of America	Washington, DC		X	X						
American Association of Woodturners	St. Paul, MN		X	X						
Consumer Cooperative Management Association	Madison, WI		X		X					
Association for Acounting Marketing	Forest Hill, MD		X		X					
Nevada Justice Assocation	Las Vegas, NV		X		X					



TRAVEL	PORTLAND I	POST CONV	VENTION SU	JRVEY			
Overall impression of the following:							
Answer Options	Excellent =	Good =	Average =	Poor =	Poor = N/A		Response
	4	3	2	1		Average	Count
Travel Portland sales staff	6	1	0	0	0	3.86	7
Travel Portland convention services staff	7	0	0	0	0	4.00	7
Travel Portland housing services (if utilized)	2	0	0	0	5	4.00	2
Travel Portland collateral/promotional materials	6	1	0	0	0	3.86	7
Quality and user-friendliness of the Travel Portland	3	3	0	0	1	3.50	6
	3.84						
	ating YTD	3.84					
	3.8						

Is there anything Travel Portland could have done to enhance your experience?

We held this event in 2003 and many of your policies and programs have changed and were not explained to us. At pre-planning meetings, I felt unwanted. Our out of state committee felt like small groups like ours aren't welcome.

Groups Serviced/Surveyed:

Evolution Conference *Completed Survey

American Baptist Churches U.S.A. *Completed Survey

Puryear Family Reunion

International Master Gardener Conference

Society of American Archivists *Completed Survey

Ecological Society of America *Completed Survey

Footbag Worldwide *Completed Survey

International Association of Volcanology and Chemistry of the Earth's Interior

WGBH Boston

Oregon Association of Nurseries *Completed Survey

Cannabis Science Conference

North American Association of State and Provincial Lotteries USA/Canada Lions Leadership Forum *Completed Survey

Communications & PR

KEY MESSAGES/CONTENT			
Circulation Totals - 2017-18			
Top 10 of 31 key messages			
	Total		
Lodging	295,888,301		
Food	273,103,324		
Drink	271,370,955		
Character 215,3			
Arts	190,965,882		
Outdoor Recreation	154,097,050		
Quirky	119,416,514		
TravelPortland.com	110,965,335		
Gardens 83,929			
Travel Portland Quote 78,007,40			

	1st Quarter	YTD	Target
City of Portland Totals (Broadcast, Print, & Online)**			
Circulation	664,727,306	664,727,306	
Placements	161	161	
International (Broadcast, Print, & Online)			
Circulation	225,674,277	225,674,277	
Placements	61	61	
MERC*			Report
Circulation	19,018,173	19,018,173	
Placements	41	41	

^{*} MERC - Counts all media placements that mention the Oregon Convention Center or cover industry topics related to Portland as a meetings destination.

^{*} Totals represent broadcast, print, and online media.

^{**}Pending final approval from Portland City Council.

Communications & PR

	Articles	ME	RC
Publication/ Air Date Outlet	Headline	Total Circulation	Placements
6/1/2017 Association Conventions & Facilities	Hotel Update: Northwest	1,300	1
6/1/2017 Association Conventions & Facilities	Hotel Update	61,515	1
6/28/2017 KXL Radio	Convention Center Hotel Groundbreaking	0	_
6/29/2017 Meetings & Conventions Magazine	Groundbreaking Set for Oregon Convention Center Hotel	130,266	
6/30/2017 Meetings & Conventions Magazine	An insider's tips for enjoying Portland, Ore.	130,266	1
7/1/2017 Prevue Meetings Magazine	Stirring F&B	35,000	1
7/1/2017 Corporate Meetings & Incentives	Hotels never sleep	40,007	
7/1/2017 Meetings & Conventions Magazine	Quick Chat: James Jessie	50,000	1
7/1/2017 Corporate Meetings & Incentives	Hotels never sleep	120,021	1
7/10/2017 USAE	600-room Portland, Ore. Convention Hotel to Break Ground July 14	2,000	1
7/10/2017 Exhibit City News	Portland Celebrates Groundbreaking of Highly Anticipated Convention Center Hotel	15,000	1
7/17/2017 Portland Business Journal	Why Portland's hotel boom could lead some to bust	92,602	1
7/22/2017 Prevue Meetings Magazine	Convention Business is about to get real in Portland	17,560	1
7/27/2017 KGW Broadcast	Hotel with 600 rooms to be built at Oregon Convention Center	113,728	1
7/27/2017 KGW Broadcast	Hotel with 600 rooms to be built at Oregon Convention Center	667,620	1
7/29/2017 KATU Broadcast	Groundbreaking set for new convention center	70,822	1
7/29/2017 KATU Broadcast	Groundbreaking set for new convention center	697,200	1
8/2/2017 KOIN News	Groundbreaking set Friday for Convention Center Hotel	91,099	1
8/2/2017 The Portland Tribune Online	Groundbreaking set Friday for Convention Center Hotel	141,900	1
8/2/2017 KOIN News	Groundbreaking set Friday for Convention Center Hotel	622,355	1
8/4/2017 The Meetings Magazine	Construction finally begins on Hyatt Regency Portland	15,565	1
8/4/2017 DJC Oregon	Finally, huge hotel poised to rise in Lloyd District	37,500	1
8/4/2017 Portland Business Journal	Nearly 30 years in the making, Convention Center hotel finally breaks ground	92,602	1
8/4/2017 KGW Broadcast	Groundbreaking at new Oregon Convention Center Hotel	113,728	1
8/4/2017 Portland Tribune	Ground Finally Broken on Convention Center Hotel	193,949	1
8/4/2017 KPTV Broadcast	Groundbreaking ceremony marks new \$224 million Oregon Convention Center hotel	438,120	1
8/4/2017 KGW Broadcast	Groundbreaking at new Oregon Convention Center Hotel	667,620	1
8/4/2017 Bisnow	Work underway at Hyatt Regency Portland	718,229	1
8/4/2017 The Oregonian	8 things to know about Portland's biggest hotel project	11,847,392	1
8/7/2017 Oregon Business Magazine	Editor's Roundup	17,204	
8/7/2017 Meetings & Conventions Magazine	Ground Broken on Headquarters Hotel for Portland, Ore.	131,946	
, , , , , , , , , , , , , , , , , , , ,	Metro, Mortenson, and Hyatt break ground on 600-room Hyatt Regency Portland at the		
8/7/2017 Hotel Online	Oregon Convention	151,367	1 1
8/7/2017 Oregon Public Broadcasting	Oregon Convention Center Hotel Project Breaks Ground	1,106,798	-
8/8/2017 USAE	Portland, Oregon finally breaks ground on the convention hotel	2,000	
8/8/2017 Commercial Property Executive	Ground breaks on \$224M Hotel in Portland	65,814	1
8/8/2017 Portland Tribune	Hyatt Hotel Groundbreaking Development	80,000	-
, ,	Metro, Mortenson, and Hyatt break ground on 600-room Hyatt Regency Portland at the	Í	
8/8/2017 EHotelier	Oregon Convention	137,476	
8/16/2017 NW Labor Press	New Convention Center hotel will be union built	00.600	_
8/16/2017 Portland Business Journal	Room at the inn: Portland booms with thousands of new hotel rooms (Photos)	92,602	
8/21/2017 USAE	This Week in News	2,000	
8/21/2017 USAE	This Week in News	Page 14 of 6	

^{*}Entries that appear to be duplicate articles represent different media placements, i.e. print, online and broadcast.

Marketing & Tourism Sales

MARKETING				
TravelPortland.com*	1st Quarter		YTD	
Visits	1,070,382		1,070,382	
International Visits	134,451		134,451	
Referrals***	257,396		257,396	
Business and Event Detail Views	593,973		593,973	
Meetings.TravelPortland.com*				
Venue Finder Page Views	1,478		1,478	
Social Media**				
Estimated Economic Impact of Social Media Activity	_			
(Monthly Average)		\$	387,522	

*Source: Google Analytics / **Source: Edelman Worldwide ***Referrals for September based on estimate due to tracking issue.

TOURISM SALES					
	1st Quarter YTD				
Client Contacts					
Trade Shows, Events, Inquiries and Sales Calls	28,404	28,404			
FAMS/Research & Site Visits					
# of Fams	23	23			
# of Companies	9	9			
# of Attendees	52	52			
Published Itineraries	81	81			
Number of Room Nights by County					
Clackamas County	863	863			
Columbia County	0	0			
Multnomah County	8,081	8,081			
Washington County	0	0			

Operations

DIVERSITY EMPLOYMENT STATISTICS 2017-18					
TRAVEL PORTLAND GOALS AND OBJECTIVES BY JOB CATEGORIES					
	September	30, 2017		2017-18	
			Actual	Goal	
Job Category	Category Number	Total	Percentage	Percentage	Objective
	Number of	Number of			
	Females	Staff			
Office/Clerical	17	18	94%	65%	Monitor
Officials/Administration	4	10	40%	50%	Improve
Professionals	13	17	76%	50%	Monitor
Sales	17	18	94%	50%	Monitor
Technicians	3	6	50%	10%	Monitor
Total	54	69	78%	45%	Monitor
	Number of	Number of			
	Minorities	Staff			
Office/Clerical	3	18	17%	15%	Monitor
Officials/Administration	3	10	30%	10%	Monitor
Professionals	1	17	6%	10%	Improve
Sales	3	18	17%	10%	Monitor
Technicians	0	6	0%	10%	Improve
Total	10	69	14%	11%	Monitor
Т	his report is based o	on current full a	nd part-time s	taff.	



FIRST OPPORTUNITY TARGET AREA (FOTA)

HIRING

Travel Portland hired one new employees in the first quarter. Recruiting and special considerations are always made for applicants in the MERC FOTA. Travel Portland currently has nine employees who reside in the MERC FOTA. Job openings were posted to the following: Destination Marketing Association International, American Society of Association Executives, Professional Conventions Management Association, DMOPROZ, DMA West, HCareers, Indeed, Mac's List, Jooble, The Skanner, Asian American Reporter, El Hispanic News, Mosaic Metier, Urban League, Travel Portland website, and LinkedIn.

PURCHASING

Travel Portland expended a total of \$76,156 with businesses in the FOTA area for ending FY quarter September 2017.

PARTNERSHIP

Travel Portland currently has 136 member businesses within FOTA and 53 minority and 88 women-owned businesses as its partners.

MBE/DBE/WBE PURCHASING PARTICIPATION

For the last 29 years Travel Portland has implemented a voluntary MBE/DBE/WBE purchasing program that strives to ensure a high level of participation with certified minority-owned, disadvantaged or womenowned businesses when securing services and supplies that are purchased using lodging tax dollars.

For fiscal year 2017-18, Travel Portland expended \$343,925 of lodging tax dollars in the purchasing of services and supplies where it had the discretion to purchase from outside vendors. Of this amount, \$187,894 or 55% percent was spent with minority/women-owned or emerging small business enterprises.

OCC SALES AND MARKETING BUDGET

Ex	per	ารย	25
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		QTR Ending	Sum of YTD	
Direct Sales:	Annual Budget	09-30-17	06-30-2018	Percent
Portland office:				
Personnel Costs	1,154,309	265,744	265,744	
Direct expenses	127,623	31,906	31,906	
Total Portland office	1,281,932	297,650	297,650	23%
Washington DC office:				
Personnel Costs	278,800	76,404	76,404	
DC client events	13,000	3,250	3,250	
Direct expenses	63,155	15,789	15,789	
Total DC office	354,955	95,442	95,442	27%
Chicago office:				
Personnel Costs	130,900	30,858	30,858	
Chicago client events	12,000	3,000	3,000	
Direct expenses	20,651	5,163	5,163	
Total Chicago expenses	163,551	39,021	39,021	24%
Fall & Spring Fam	113,000	152	152	
Site Visits	70,500	23,208	23,208	
Bid/Sales Trips	41,600	39,189	39,189	
Local Promotions	5,500	1,375	1,375	
Tradeshows	285,661	353,067	353,067	
Road Shows/Client Events-Chicago & Washington DC	93,500	23,375	23,375	
Research/Lead Generation	42,600	49,933	49,933	
Three City Alliance	55,000	15,442	15,442	
Advisory Council	102,000	8,245	8,245	
Multicultural Sales & Opportunities	259,487	33,822	33,822	
Sub-Total	1,068,848	547,809	547,809	
Total Direct Sales	2,869,286	979,921	979,921	34%
Marketing:				
Total Marketing	738,248	372,697	372,697	50%
Dublication Polations:				
Publication Relations: Total PR	147,350	26,801	26,801	18%
IOCALFIX	147,350	20,001	20,001	18%
Convention Services:				
Total Convention Services	431,054	86,514	86,514	20%
Contract Administration:				
Personnel Costs	145,861	41,540	41,540	
Total Contract Admin	145,861	41,540	41,540	28%
Total Budget	\$ 4,331,797	1,507,474	\$ 1,507,474	35%
		·	 -	

Travel Portland Income Statement

(Statement of Financial Activities)

	Actual (Prior Year)	Actual	Budget	Actual (Prior Year)	Budget
	YTD	YTD	YTD	Full Year	Full Year
	9/30/2016	9/30/2017	9/30/2017	6/30/2017	6/30/2018
	Column A	Column B	Column C	Column D	Column E
Revenue					
City/County Lodging Tax (1%)	1,759,333	1,705,821	1,653,750	6,371,458	6,615,000
Tourism Improvement District (TID) (2%)	2,987,862	2,987,588	2,944,082	11,198,661	11,774,078
MERC (OCC contract)	1,021,530	1,082,949	1,082,948	4,078,453	4,331,797
Partnership Dues	116,644	130,127	118,750	490,741	475,000
Fees earned	58,934	70,040	136,750	178,311	547,000
Other Income	20,113	33,258	700	50,467	2,800
Tradeout/In-Kind	0	0	0	18,345	0
Cooperative programs	33,025	223,875	56,000	362,628	224,000
Regional RCTP (from Travel Oregon)	25,000	485,942	502,250	425,000	2,009,000
Cultural Tourism	0	0	75,000	329,490	300,000
Visitor Development Fund (VDF)	0	0	32,282	2,406	129,130
Total Revenue	6,022,441	6,719,600	6,602,512	23,505,960	26,407,805
Expenses					
Convention Sales	1,226,567	1,365,268	1,238,058	4,308,789	4,950,000
Tourism Sales	493,472	475,651	636,967	2,610,273	2,547,872
Marketing & Communications	1,359,044	1,681,292	2,332,698	11,783,473	12,310,000
Regional RCTP (from Travel Oregon)	133,736	1,303,734	502,250	688,673	2,009,000
Convention & Housing Services	247,596	254,192	306,249	987,229	1,225,000
Partnership Services & Events	147,231	154,891	214,999	763,525	860,000
Visitor Services (Fulfillment & VIC)	73,911	88,429	97,499	348,432	390,000
Program Support	725,080	1,005,648	1,056,982	3,463,076	4,227,933
Total Expenses	4,406,638	6,329,105	6,385,702	24,953,469	28,519,805
NET SURPLUS/(DEFICIT)	1,615,803	390,495	216,811	-1,447,509	-2,112,000

Travel Portland Balance Sheet

(Statement of Financial Position)

	Actual 9/30/2017	Actual as of 6/30/2017	Increase (Decrease)
	Column A	Column B	Column C
Assets	45.000.005.00	*** *** *** ** * * * * 	7 60 /
Cash and Cash Equivalents	\$5,083,087.33	\$3,253,533.29	56%
Investments	\$4,420,515.35	\$4,391,572.08	1%
Accounts Receivable	\$537,864.73	\$996,922.33	-46%
Prepaid Assets	\$766,712.79	\$754,753.83	2%
Fixed Assets, net	\$1,841,835.41	\$1,945,937.10	-5%
Other Assets	(\$359.71)	\$0.00	0%
Total Assets	\$12,649,655.90	\$11,342,718.63	12%
Liabilities and Net Assets Liabilities			
Accounts Payable & Accrued Expenses	\$1,574,902.87	\$1,428,922.66	10%
Accrued Personnel	\$1,521,950.00	\$1,694,941.83	-10%
Deferred Revenue	(\$274,954.15)	\$239,418.97	-215%
Other Fiduciary Liabilities - RCTP	\$1,457,826.75	\$0.00	0%
Total Liabilities	\$4,279,725.47	\$3,363,283.46	27%
Net Assets			
Undesignated-Balance Sheet	\$5,139,565.54	\$4,749,070.28	8%
Board Designated-Balance Sheet	\$1,284,427.79	\$1,284,427.79	0%
Net Property and Equipment-Balance Sheet	\$1,945,937.10	\$1,945,937.10	0%
Total Net Assets	\$8,369,930.43	\$7,979,435.17	5%
Total Liabilities and Net Assets	\$12,649,655.90	\$11,342,718.63	12%

Board of Directors

Last Name	First Name	Company	Officers	Committee Chair
Ackman	Tim	Alaska Airlines		
Bebo	Chris	Provenance Hotels		
Craddick	Shirley	Metro		
Daley	Mike	Sheraton Portland Airport Hotel		
Dawes	Alex	Embassy Suites by Hilton Portland Downtown		
Goeman	Mark	CoHo Services		
Goldman	Terry	Canopy by Hilton Portland Pearl District		
Hasan	Naim	Naim Hasan Photography @ N2H Media Group	Chair	
Holt	Charles	The Mark Spencer Hotel		
Johnson	Dennis	CPA	Treasurer	Budget and Finance Committee
Kunzer	Ryan	Kimpton Monaco Portland		
Malek	Kim	Salt & Straw		
Murray	Dave	Courtyard Portland City Center		
Patel	Jatin	Lodging Mgmt NW, LLC		
Penilton	David	America's Hub World Tours	Past Chair	
Ponzi	Maria	Ponzi Vineyards		
Pyne	Tim	Portland Marriott Downtown Waterfront	Chair-Elect	Convention Sales Steering Committee
Rank Ignacio	Renee	McMenamins Pubs, Breweries & Historic Hotels		
Shelly	Ruth	Portland Children's Museum		Partner Services Committee
Smith	Loretta	Multnomah County		
Walters	Eric	Hilton Portland Downtown & The Duniway	Vice Chair	TID Committee
Weston	Linda	Rapporto		Community Action Committee
Wheeler	Ted	City of Portland		

MERC Commission Meeting

December 6, 2017 12:30 pm

9.0 Equity in Contracting Annual Report



FY 2016-17 EQUITY IN CONTRACTING ANNUAL REPORT SUMMARY

Improving economic opportunity through better access to Metro contracting opportunities

Each year, Metro spends millions of dollars on contracts that support public services. Metro's longstanding commitment to equity in contracting is evident in the steady increase in the number of contracts awarded to minority-owned, women-owned, service disabled veteran-owned and emerging small businesses (known collectively as COBID businesses).

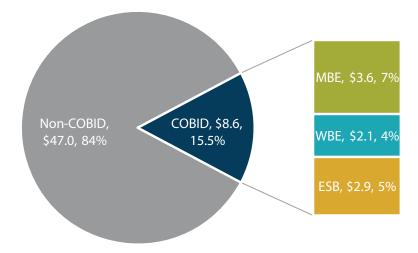
In FY 2015-16, efforts to increase diversity in contracting were integrated into Metro's Strategic Plan to Advance Racial Equity, Diversity and Inclusion.

In FY 2016-17, Metro completed a review and overhaul of contract rules and took the lead role in a region wide effort to develop career pathways for people of color and women in the construction trades. As part of an extensive education and outreach push, Metro also sponsored proposal writing workshops and hosted a variety of networking opportunities designed to help COBID-certified firms build capacity to compete for public sector contracts.

Results matter

In FY 2016-17, Metro awarded \$55,580,888 through competitive procurements and direct awards. Contracts awarded to COBIDcertified firms earned a total of \$8,628,714 - representing 15.5 percent of Metro's total contracts. While this represents a slight percentage decrease from the prior fiscal year, the total dollar value of awards to COBID-certified firms increased by \$735,088. In addition to the increase in the total dollar value of the awards a higher distribution of awards was made to minorityowned firms.

Contract dollars awarded to minority-owned businesses were more than double last year's total.



Contract dollars awarded in FY 2016-17 (in millions of dollars)

New contract rules improve opportunities and outcomes for COBID-certified firms and non-profit organizations

The Metro Council approved updated Local Contract Review Board Administrative Rules in June of 2017. The approval capped a two-year policy review project led by a cross-department team of Metro staff.

Improvements include:

- equity and diversity considerations represent 20 percent of total available points used to score proposals
- public improvement bids for contracts up to \$50,000 are solicited from COBID-certified firms
- contracts for personal services up to \$50,000 may be directly awarded to COBID-certified firms
- contracts may be awarded directly to not-for-profit organizations when both parties contribute decision-making
- a pre-solicitation meeting is required to ensure that equity impacts throughout the life of the project are considered before a formal solicitation is released.



Metro staff step up to serve community organizations

Oregon Tradeswomen, Inc. recognized procurement manager Gabriele Schuster and procurement analyst Riko Tannenbaum as valuable community partners.

Metro staff joined executive boards of nonprofit organizations supporting historically underrepresented businesses: Gabriele Schuster serves as the secretary for the Oregon Native American Chamber of Commerce. Procurement analyst, Tracy Sagal, is the secretary for the Business Diversity Institute.

Whether showing up at a meet and greet or hosting a hands-on workshop, the procurement team is reaching out to help businesses connect with Metro

Networking events, tradeshows and expositions generate interest in contract opportunities

Community and business organization events provided a backdrop for Metro staff to meet with small businesses owners, learn about their offerings, answer questions and get feedback. Metro staff attended the Oregon Association of Minority Entrepreneurs Trade Show, the Women in Trades Career Fair, the Metropolitan Contractors Improvement Partnership Trade Show, Governor's Marketplace and Besthq's Business Expo West. Staff also participate in a number of recurring association meetings including the bimonthly National Association for Minority Contractors Oregon, Hispanic Chamber of Commerce and Oregon Association of Minority Entrepenuers meetings.

Small Business Open House reaches 200 people

The 2016 Small Business Open House hosted by Metro and Multnomah County drew more than 200 people from the small business community. Metro staff hosted project information tables and engaged in one-on-one discussions. Breakout workshops and resource sessions focused on major project opportunities, proposal consultation, COBID certification steps and social media strategies.

Meet & Certify events attract businesses from across the greater Portland region

In 2016, Meet & Certify events in Beaverton, Hillsboro, Rockwood and Woodburn attracted about 50 attendees at each event, most of whom had never contracted with Metro. These mini-events, targeted to businesses located outside of the Portland core, provided a welcoming, low-key way for people to meet Metro staff and get in person help with COBID certification.

Proposal writing workshops break down barriers

The skill of writing a bid or proposal is often unrelated to a business's core services. To help businesses overcome this hurdle, Metro staff hosts quarterly workshops on how to write successful bids and proposals. The team also partners with project managers across Metro to design and hold workshops for specific projects. In FY 2016-17, Metro awarded 16 contracts valued at \$1,097,057 to businesses who had completed the training. Since the beginning of the program, Metro has awarded 35 contracts valued at \$1,902,150 to workshop participants.





Project highlights

COBID use goals exceeded on Oregon Zoo Education Center project

The Oregon Zoo Education Center opened in March 2017. Fortis Construction LLC, the construction manager and general contractor for the bond-funded project, exceeded COBID subcontractor use goals with a total of 29.3 percent COBID use, representing \$4,232,148 contract earnings. Fortis credits the success to the firm's strong outreach and relationships with certified businesses and the collaborative engagement efforts of Metro staff. Fortis is a former emerging small business that has grown to become the area's third largest general contractor.

Clearing the path for people of color and women in the construction trades

In the greater Portland region, people of color and women face multiple barriers in accessing and sustaining construction careers. To address these challenges, Metro is leading the effort to coordinate the Construction Career Pathways Project (C2P2). C2P2 brings stakeholders together to come up with new ways to provide reliable career pathways – from pre-apprentice and apprentice to journey level. In addition to the overall goal of growing a diverse construction workforce, the project seeks to gain efficiencies in public construction projects and promote equitable growth in the greater Portland region's economy. The first regional project to partner with C2P2 is the construction of the Hyatt Regency Hotel at the Oregon Convention Center.

Racial equity goals

Metro's Strategic Plan to Advance Racial Equity, Diversity and Inclusion identifies five long-term strategic goals, each with specific objectives and actions. Many of these objectives and actions relate to improving economic opportunity through better access to Metro contracting opportunities.

Learn more

oregonmetro.gov/equity



Arts and events
Garbage and recycling
Land and transportation
Oregon Zoo
Parks and nature

oregonmetro.gov

Doing business with Metro

Metro purchases goods and services locally when possible. Purchases range from operating supplies to professional services.
Contract opportunities for services include construction, maintenance and repair, engineering, consulting, foowd, training and various types of planning.

Metro Procurement 503-797-1613

Hello, we're Metro.

Metro brings people together to shape the future of greater Portland and provides places, services and tools that work best at a regional scale. Led by an elected council, this unique government gives Oregonians a voice in their community.

Parks and nature

Metro protects clean water, restores fish and wildlife habitat, and connects people to nature across 17,000 acres of parks, trails and natural areas – and the Oregon Zoo.

Land and transportation

Metro plans for new homes, jobs, transportation options and access to local businesses and parks.

Garbage and recycling

Metro manages the garbage and recycling system and is a resource for information about safe disposal and ways to reduce waste.

Arts and events

Metro runs the Oregon Convention Center, Portland Expo Center and Portland'5 Centers for the Arts.

MERC Commission Meeting

December 6, 2017 12:30 pm

10.0 Consent Agenda

Metropolitan Exposition Recreation Commission Record of MERC Commission Actions

November 1, 2017 Oregon Convention Center, VIP Suite B

Present:	Karis Stoudamire-Phillips, Deidra Krys-Rusoff, Judie Hammerstad, Deanna Palm, Damien Hall, Ray Leary, Dañel Malán
Absent:	
	A regular meeting of the Metropolitan Exposition Recreation Commission was called to order by Chair Karis Stoudamire-Phillips at 12:18 p.m.
1.0	QUORUM CONFIRMED A quorum of Commissioners was present.
2.0	OPPORTUNITY FOR PUBLIC COMMENT ON NON-AGENDA ITEMS None
3.0	COMMISSION AND COUNCIL COMMUNICATIONS
	 Councilor Chase noted that MERC has inspired equity work throughout Metro.
	 Commissioner Palm inquired about Metro's interface with community colleges regarding equity work since she is headed to a community college conference. Councilor Chase responded that, although he is not an expert about the programs, he understands the role community colleges can play in the improvement of equity in the workforc and encourages such conversations.
	 Commissioner Krys-Rusoff reported on her attendance at the Keller 100th Anniversary celebration and thanked Robyn Williams and her team for making it a great event.
4.0	GM COMMUNICATIONS
	Cruickshank provided these updates:
	 A consultant has been hired to conduct a regional construction workforce market study for the Construction Career Pathways Project (C2P2). A research team is assessing data for section two of the study which will help indicate demand from public improvement projects for the labor supply.
	 Mortenson Development and Metro have contributed money to fund approximately 80 apprenticeships for people of color and women to begin apprenticeships through the hotel construction project. Funds will be available to help the apprentices find work once the hotel project is complete. David Fortney will provide a more complete update at the December commission meeting.
	 The contract with Colas Construction for the OCC renovation project has been signed. The financial report and the venues business reports are in the meeting packets and won't be presented at today's meeting due to time limitations.
	 A couple of large conventions have selected Portland now that Hyatt is providing future room blocks.
	 The Commission Retreat date has been set for January 19, 2018.
	The position of Venues Communication and Policy Development Manager has been posted.
5.0	CONSENT AGENDA
	 Record of MERC Actions, October 4, 2017
	A motion was made by Commissioner Krys-Rusoff and seconded by Commissioner Hammerstad to
	approve the Consent Agenda. VOTING: AYE: 7 (Hammerstad, Krys-Rusoff, Stoudamire-Phillips, Palm, Leary, Hall, Malán) NAY: 0

Metropolitan Exposition Recreation Commission Record of Actions November 1, 2017

	MOTION PASSED
6.0	ACTION AGENDA
6.1	Resolution 17-35: For the purpose of approving a contract with Banlin Construction LLC for construction of the Oregon Convention Center loading dock improvements project and delegating authority to the General Manager of Visitor Venues to execute the contract. Brent Shelby of Metro's Construction Project Management Office presented the resolution.
	 Commissioner Krys-Rusoff inquired about the costs for projects that were put on hold and asked about the reasons for the cost increases.
	 Shelby noted that six alternate items were put on hold due to significant cost increases adding that the base bid had increased almost \$65,000 over the original construction budget, so it was determined to go with base needs first and then address the "wish list" at a later date. Scott Cruickshank reported that an annual increase of about 5-6% is being budgeted in order to cover construction cost escalations being seen currently. He added that the particular projects in this resolution had been on the capital list for a couple of years and that is the main reason for their price increases.
	A motion was made by Commissioner Palm and seconded by Commissioner Hall to approve the
	Resolution. VOTING: AYE: 7 (Hammerstad, Krys-Rusoff, Stoudamire-Phillips, Palm, Leary, Hall, Malán) NAY: 0
	MOTION PASSED
6.2	 Resolution 17-36: For the purpose of approving the Scope of Work and Cost Proposals from KONE, Inc. for the Arlene Schnitzer Concert Hall (ASCH) Front-of-House and Back-of-House Elevator Modernization and authorizing the General Manager of Visitor Venues to execute the contract documents with KONE, Inc. Nancy Strening of Metro's Construction Project Management Office presented the resolution. Commissioner Leary inquired whether, since the outreach was done to two companies, the selected contractor would provide a premium or a discount in costs. Strening responded that, although two crews are doing the work, it is just one company. She added that she didn't have hard data but it was more cost effective to use one company to do the work. Leary suggested that, since Kone specializes in elevator work, there was most likely a built-in premium to their charges. Strening acknowledged that possibility, agreed, and added that the contract estimates were generous enough so that, even with the current cost escalations, the price estimates were on target for today's costs. Commissioner Malán inquired whether the apprenticeships mentioned earlier were only for the hotel project. Cruickshank responded affirmatively. Commissioner Malán noted that Kone is not a COBID firm and inquired whether there was a way to encourage them to use diverse crews. Strening responded that since Kone uses the elevator union the outreach would need to come from the union. She added that Kone is aware of MERC's request for diverse crews for such projects. Councilor Chase inquired whether it was possible to approach the city for funds for capital projects like this since they have ownership of the building. Cruickshank noted that there are operational reserves being used to fund the projects. However,
	longer term, Ben Rowe is researching future opportunities to acquire funds from other sources as those capital reserves diminish.

Strening added that the City is aware of the money needed for these projects.

A motion was made by Commissioner Hammerstad and seconded by Commissioner Malán to approve the Resolution.

VOTING: AYE: 7 (Hammerstad, Krys-Rusoff, Stoudamire-Phillips, Palm, Leary, Hall, Malán)

NAY: 0

MOTION PASSED

Resolution 17-37: For the purpose of approving the contract with Carleton Hart Architecture, PC, for the Antoinette Hatfield Hall Roof Replacement and Parapet Repair and authorizing the General Manager of Visitor Venues to execute the contract.

Nancy Strening of the Metro Construction Project Management Office presented the resolution.

- Commissioner Leary inquired whether the core of the problem was a design issue. Strening responded that the suspicion is that there was probably a value engineering change made about how the roof was put together when it was done 30 years ago.
- Commissioner Hall asked if P'5 would be required to investigate whether an Eco Roof would work and, if it does, whether it would be a requirement to install that type of roof.
 Strening responded that, unless it isn't feasible, it would be required.
 Cruickshank added that Carlton Hart did an excellent job with the architectural design work for the OCC roof replacement several years ago as well as the Keller roof.

Commissioner Leary added that it is a COBID firm as well.

A motion was made by Commissioner Leary and seconded by Commissioner Krys-Rusoff to approve the Resolution.

VOTING: AYE: 7 (Hammerstad, Krys-Rusoff, Stoudamire-Phillips, Palm, Leary, Hall, Malán)

NAY: 0

MOTION PASSED

As there was no further business to come before the Commission, the meeting was adjourned at 12:52 p.m.

MERC Commission Meeting

December 6, 2017 12:30 pm

11.0 Action Agenda

METROPOLITAN EXPOSITION RECREATION COMMISSION Resolution Number 17-38

For the purpose of recognizing Judie Hammerstad's Contributions to the Metropolitan Exposition Recreation Commission (MERC).

WHEREAS, Judie Hammerstad has served as a board member of MERC since July 2009, providing leadership, political insight and counsel to the agency; and

WHEREAS, Hammerstad served as a MERC officer several years during her service on the Commission including two stints as Chair, two as Secretary-Treasurer and one as Vice chair; and

WHEREAS, Hammerstad served as a member of the Budget Committee during many of her years on the Commission, providing valuable guidance and direction for the development and management of MERC's \$134 million enterprise-driven budget; and

WHEREAS, Hammerstad brought substantial expertise and experience to the Commission working tirelessly to guide it to many notable achievements; and

WHEREAS, Hammerstad provided leadership and advocacy for the Portland'5 Centers for the Arts as a liaison throughout her years on the Commission; and

WHEREAS, Hammerstad effectively advocated the importance of developing a convention center headquarters hotel adjacent to the Oregon Convention Center; and

WHEREAS, Hammerstad provided leadership and guidance to the MERC venues by requesting a study leading to an update of MERC's First Opportunity Target Area recommendations; and

WHEREAS, Hammerstad supported sustainability efforts of the MERC venues including the Oregon Convention Center's achievement of LEED Platinum certification, the highest level of certification offered by the U.S. Green Building Council.

BE IT THEREFORE RESOLVED, that the Metropolitan Exposition Recreation Commission offers its sincere thanks to Judie Hammerstad for her service, leadership, enthusiasm and a willingness to share her political expertise in the many roles she so admirably filled during her tenure with MERC.

Passed by the Commission on December 6, 2017.	
Approved as to Form: Alison R. Kean, Metro Attorney	Chair
	Secretary/Treasurer
Nathan A. S. Sykes, Deputy Metro Attorney	<u> </u>

METROPOLITAN EXPOSITION RECREATION COMMISSION Resolution No. 17-39

For the purpose of approving the contract with Meyer Projection Systems, LLC, for the Oregon Convention Center's "Audio Visual Equipment Rental" and authorizing the General Manager of Visitor Venues to execute the contract.

WHEREAS, the Oregon Convention Center (OCC) provides production services to clients, including set design, drape and soft goods, lighting plots, presentation support such as video cameras and projectors, microphones and sound systems, laptops and networks; and

WHEREAS, production services is a growing business line for OCC and an important aspect of client events; and

WHEREAS, the production services and audio visual industry relies heavily on technology and OCC often hosts multiple shows simultaneously, making it necessary to have adequate pieces of equipment available; and

WHEREAS, technology in the audio visual industry innovates rapidly, with equipment quickly falling behind industry standard, and OCC invests in a quantity of audio visual equipment to provide a baseline of services and to meet typical client needs; and

WHEREAS, Metro issued a competitive solicitation in accordance with Division 47 of Metro's Local Contract Review Board Rules for "Audio Visual Equipment and Temporary Staffing;" and

WHEREAS, MERC received multiple responses to the solicitation including a response from Meyer Projection Systems, LLC and has executed contracts with various other vendors; and

WHEREAS, staff estimates that the contract with Meyer Projection Systems, LLC will exceed \$150,000 over the next five years in an amount not to exceed \$1,700,000.00; and

WHEREAS, this equipment rental agreement allows the OCC to augment owned equipment, provide solutions to specialized equipment requests by clients, and provide related audio video services; and

WHEREAS, staff recommend approval of this contract as the equipment rentals provided will generate net revenues for OCC and OCC will pay associated equipment rental and service fees through the annually adopted OCC's Audio Visual operating budget.

BE IT THEREFORE RESOLVED, that the Metropolitan Exposition Recreation Commission:

- 1. Approves the contract with Meyer Projection Systems, LLC, for an amount not to exceed \$1,700,000.00 for "Audio Visual Equipment Rental" in the form substantially similar to the attached Exhibit A.
- 2. Authorizes the General Manager of Visitor Venues to execute the contract on behalf of the Metropolitan Exposition Recreation Commission.

Passed by the Commission on December 6, 2017.

Approved as to form:		
Alison R. Kean, Metro Attorney	Chair	
By: Nathan A. S. Sykes, Deputy Metro Attorney		

MERC STAFF REPORT

Agenda Item: For the purpose of approving the contract with Meyer Projection Systems, LLC, for the Oregon Convention Center's "Audio Visual Equipment Rental" and authorizing the General Manager of Visitor Venues to execute the contract.

Resolution No: 17-39

Date: December 6, 2017 **Presented by:** Craig Stroud, Executive Director

BACKGROUND: The Oregon Convention Center (OCC) is one of the largest, most sustainable events facilities in the Pacific Northwest. Along with hosting space, the OCC provides production services to clients. Production services include set design, drape and soft goods, lighting plots, presentation support such as video cameras and projectors, microphones and sound systems, laptops and networks. Technical labor to set up, operate and remove equipment is an important part of these services. Production Services is a growing business line for OCC and an important aspect of client events.

The production services and audio visual industry relies heavily on technology and the OCC often hosts multiple shows simultaneously. Technology in the audio visual industry innovates rapidly, with equipment quickly falling behind industry standard. The OCC invests in a quantity of audio visual equipment to provide a baseline of services and to meet typical client needs. To augment owned equipment, provide solutions for specialized equipment requests, and to provide related audio video services, OCC contracts with audio visual equipment and service providers, such as Meyer Projection Systems, LLC. In these circumstances, OCC clients contract with OCC for production services and the OCC subcontracts with outside businesses for the necessary equipment and services to meet the client's requests.

Staff prepared and issued a Request for Qualifications (RFQ) to provide equipment and related services for audio visual event-based services. Staff issued the RFQ in accordance with MERC's purchasing and contracting rules and in compliance with Metro Policy and state of Oregon requirements. To communicate the opportunity, the RFQ was published on ORPIN and advertised broadly and with the intent of notifying COBID contractors via the Business Tribune, the Daily Journal of Commerce and the Skanner. Responders were required to provide their business demographics and summarize their community services participation. The RFQ asked each responder to provide specific types and approximate quantities of equipment available, a resume and a summary of experiences working with event-based services.

MERC contracted with multiple responders to the RFQ, and the level of business expected to be transacted with Meyer Projection Systems, LLC, requires the contract to be approved by the MERC Commission. More than ten other contracts, which are all below the MERC Commission approval threshold of \$150,000 per contract, have been signed with other businesses.

<u>FISCAL IMPACT:</u> OCC equipment rentals from Meyer Projection Systems, LLC, will generate net revenues for OCC. OCC Production Services will invoice clients for specific equipment and services provided, including those instances where Meyer Projection Systems, LLC, is providing equipment or services as a subcontractor. OCC will pay associated subcontractor equipment rentals or service fees from the OCC's annual audio visual operating budget, pending adoption each budget year through the contract term of September 20, 2022.

RECOMMENDATION: Staff recommends the Metropolitan Exposition Recreation Commission, by Resolution 17-39, approve the contract award and written contract (attached) with Meyer Projection Systems, LLC, for the amount of one million, seven hundred thousand dollars and 00/100 (\$1,700,00.00) for the Oregon Convention Center's Production Services Equipment Rentals and authorize the General Manager of Visitor Venues to execute the contract.



EXHIBIT A TO RESOLUTION 17-39

RENTAL AGREEMENT



Contract: 208018

This Rental Agreement is entered into as of the above date by and between Metropolitan Exposition Recreation Commission ("MERC"), whose address is 777 NE Martin Luther King, Jr. Blvd., Portland, OR 97232 and referred to herein as "MERC" and Meyer Projection Systems LLC, referred to herein as "Contractor" whose principal place of business is 29030 SW Town Center Lp E, Suite 202, #202, Wilsonville, OR 97070, and whose phone number is (503) 638-2096.

This Agreement shall include and be subject to the following terms and conditions:

- 1. CONTINUING RENTAL AGREEMENT: The term of this Agreement shall be for the period commencing **December 6, 2017**, through and including **December 5, 2022**, unless earlier terminated as provided in this Agreement. Contractor and MERC agree that this Agreement shall apply to any rental of Property by MERC from Contractor during the term, even though the specific Property, duration of rental and/or the price for the rental may vary. The parties acknowledge and agree that the terms and conditions of this Agreement shall continue to apply to all future rental transactions between them, without necessity or either party executing a new Agreement.
- 2. DESCRIPTION OF PROPERTY: The equipment ("Property") subject to this Agreement shall be the specific items of Property listed on the Equipment Schedule or Property Rental Receipt prepared by Contractor and given to MERC at the time of delivery of the Property to MERC or to a third party at the direction of MERC. Such Equipment Schedule and or Property Rental Receipt shall be deemed a part of this Agreement, as if fully incorporated herein. Both parties shall be responsible for determining that the Property delivered is in accordance with the Equipment Schedule or Property Rental Receipt and notify the other part immediately of any discrepancy thereon.
- 3. USE OF PROPERTY: MERC will take all necessary precautions during the use or storage of the Property to protect the Property and all persons using the Property from injury or damage. MERC shall not make any alterations, changes, modifications or improvements to the Property without the prior written consent of Contractor and MERC shall not deface, remove or cover any name plate on the Property showing Contractor's name and identification or that of the manufacturer. All Property shall be used in accordance with the manufacturer's operating instructions as well as applicable federal, state or local laws or ordinances.
- **4. INSPECTION/WARRANTY:** MERC shall inspect the Property immediately on delivery and shall notify Contractor at that time if MERC determines that the Property is not in good working condition. Contractor guarantees that all Property delivered to MERC will be in good working condition and so long as MERC is not in breach of this agreement Contractor shall repair or replace any equipment that fails to operate in accordance with the manufacturer's specifications.
- **5. RISK OF LOSS:** From the delivery of the Property to MERC until its return to Contractor, MERC shall bear the risk of loss and/or damage to the Property. In the event the Property rented by MERC is transported or shipped, whether from Contractor to MERC, or to any third party or location, or upon its return to Contractor, or at anytime the risk of loss during that transport and shipment shall be solely Contractor's and Contractor shall continue to maintain insurance on the Property as provided herein. MERC shall have the right to reject any and all goods or services upon inspection. For purposes of this Agreement, MERC shall be deemed to have taken "delivery" of the Property from the time the Property is dropped off at the MERC facility, and a MERC employee accepted the shipment. MERC shall be deemed to have "returned" the Property when the Contractor or a representative from the Contractor picks the items up from the MERC facility.
- **6. TITLE AND OWNERSHIP:** This Agreement constitutes a lease and not a sale of the Property or the creation of a security interest therein. No part of the rental payments made under this Agreement shall be deemed payment towards the purchase of any of the Property. MERC specifically acknowledges the Contractor's superior title and ownership of the Property and must keep the Property free of all liens, levies and encumbrances.
- 7. LIABILITY/INDEMNITY. Contractor is an independent contractor and assumes full responsibility for its performance and assumes full responsibility for all liability for bodily injury or physical damage to persons or property arising out of or related to this Agreement, and shall indemnify, defend and hold harmless METRO, MERC, its elected officials, officers, employees and agents, from any and all claims, demands, damages, actions, losses and expenses arising out of or in any way connected with its performance of this Agreement. Contractor is responsible for the acts and omissions of its agents, employees, subcontractors and/or representatives and for all claims.
- 8. TERMS OF RENTAL: Unless otherwise specified in writing, the Property shall be leased on a day-to-day basis and all rates shall apply to each full day or any fraction thereof which has elapsed between the time the Property is "delivered" to MERC and the time it is "returned" to Contractor. MERC agrees to return the Property on the date and time specified on the equipment schedule. If MERC fails to return the Property by the return date specified unless not returned for reasons outside of MERC's control or due to fault of Contractor, MERC will be liable for the daily rental cost of the Property until it is returned. Unless otherwise stated in writing, a full additional day's rental will be charged for any Property not returned by 10AM on the due date. The rental fee payable for any item of Property shall be the amount specified in writing by Contractor in a rental quote provided to MERC prior to the Property delivery. MERC may terminate this Agreement upon giving Contractor seven (7) days written notice. In the event of termination, Contractor shall be entitled to payment for goods received prior to the date of termination. MERC shall not be liable for any indirect or consequential, or any other damages whatsoever. Termination by MERC shall not waive any claim or remedies it may have against Contractor.
- **9. PAYMENT AND CHARGES:** Payment shall be on a unit price previously set forth in an agreed upon rental quote, and only for those goods received in an acceptable condition to MERC. Contractor's billing invoices shall include the MERC contract number, Contractor name, remittance address, invoice date, rental quote date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of items purchased. Contractor's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The MERC contract number shall be referenced in the email subject line. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.
- **10. INSURANCE.** Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents: 1) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects

MERC; 2) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence; 3) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and 4) Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice. MERC, Metro, their elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies. Contractor shall provide to MERC 30 days notice of any material change or policy cancellation. Contractor shall provide MERC with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to MERC. Certificate of Insurance shall identify the MERC contract number.

11. MISCELLANEOUS: The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

By signing Contractor and MERC agree to the above terms and conditions. Each warrants to the other that the person signing below has full authority to enter into this Agreement and/or sign this Agreement on behalf of a corporate or like business entity.

DATE:	DATE:
Metropolitan Exposition Recreation Commission	Meyer Projection Systems LLC
XAuthorized Representative of MERC	XAuthorized Representative of Contractor
Please Type or Print Name:	Please Type or Print Name:

METROPOLITAN EXPOSITION RECREATION COMMISSION Resolution No. 17-40

For the purpose of approving the contract with Quest Events for the Oregon Convention Center's "Audio Visual Equipment Rental," and authorizing the General Manager of Visitor Venues to execute the contract.

WHEREAS, the Oregon Convention Center provides production services to clients, including set design, drape and soft goods, lighting plots, presentation support such as video cameras and projectors, microphones and sound systems, laptops and networks; and

WHEREAS, OCC Production Services provides an increasingly strong revenue stream and remains an asset to the OCC; and

WHEREAS, the production services industry relies heavily on technology and OCC hosts multiple shows at a time, making it necessary to have multiple pieces of equipment available; and

WHEREAS, technology evolves rapidly, equipment quickly falls behind standard, and maintaining a stock of industry standard equipment requires multiple, ongoing, high-cost purchases; and

WHEREAS, this equipment rental contract allows OCC to always meet the client's needs, despite OCC's actual equipment stock, provide industry standard equipment to clients and stay competitive for a lower cost; and

WHEREAS, Metro issued a competitive solicitation in accordance with Division 47 of Metro's Local Contract Review Board Rules for "Audio Visual Equipment and Temporary Staffing;" and

WHEREAS, MERC received multiple responses to the solicitation including a response from Quest Events and has executed contracts with various other vendors; and

WHEREAS, staff estimates that the contract with Quest Events will exceed \$150,000 over the next five years in an amount not to exceed \$230,000.00; and

WHEREAS, this equipment rental agreement allows the OCC to augment owned equipment, provide solutions to specialized equipment requests by clients, and provide related audio video services; and

WHEREAS, staff recommend approval of this contract as the equipment rentals provided will generate net revenues for OCC and OCC will pay associated equipment rental and service fees through the annually adopted OCC Audio Visual operating budget.

BE IT THEREFORE RESOLVED, that the Metropolitan Exposition Recreation Commission:

Passed by the Commission on December 6, 2017

- 1. Approve the contract award with Quest Events for an amount not to exceed \$230,000.00 for "Audio Visual Equipment Rental" in the form substantially similar to the attached Exhibit A.
- 2. Authorizes the General Manager of Visitor Venues to execute the contract on behalf of the Metropolitan Exposition Recreation Commission.

russed by the commission on December 6, 2017.		
Approved as to form:		
Alison R. Kean, Metro Attorney	Chair	
Ву:		
Nathan A. S. Sykes, Deputy Metro Attorney	Secretary/Treasurer	

MERC STAFF REPORT

Agenda Item: For the purpose of approving the contract with Quest Events for the Oregon Convention Center's "Audio Visual Equipment Rental," and authorizing the General Manager of Visitor Venues to execute the contract.

Resolution No: 17-40

BACKGROUND: The Oregon Convention Center (OCC) is one of the largest, most sustainable events facilities in the Pacific Northwest. Along with hosting space, the OCC provides production services to clients holding events within the facility. These services include set design, drape and soft goods, lighting plots, presentation support such as video cameras and projectors, microphones and sound systems, laptops and networks. Technical labor to set up, operate and remove equipment is an important part of these services. Production Services provides an increasingly strong revenue stream and remains an asset to the OCC.

The production services and audio visual industry relies heavily on technology and the OCC often hosts multiple shows simultaneously. Technology in the audio visual industry innovates rapidly, with equipment quickly falling behind industry standards. The OCC invests in a quantity of audio visual equipment to provide a baseline of services and to meet typical client needs. To augment owned equipment, provide solutions for specialized equipment requests, and to provide related audio video services, OCC contracts with audio visual equipment and service providers, such as Quest Events. In these circumstances, OCC clients contract with OCC for production services and the OCC subcontracts with outside businesses for the necessary equipment and services to meet the client's requests.

Staff prepared and issued a Request for Qualifications (RFQ) to provide equipment and related services for audio visual event-based services. Staff issued the RFQ in accordance with MERC's purchasing and contracting rules and in compliance with Metro policy and state of Oregon requirements. To communicate the opportunity, the RFQ was published on ORPIN and advertised broadly and with the intent of notifying COBID contractors via the Business Tribune, the Daily Journal of Commerce and the Skanner. Responders were required to provide their business demographics and summarize their community services participation. The RFQ asked each responder to provide specific types and approximate quantities of equipment available, a resume and a summary of experiences working with event-based services.

MERC contracted with multiple responders to the RFQ, and the level of business expected to be transacted with Quest Events requires the contract to be approved by the MERC Commission. More than ten other contracts, which are all below the MERC Commission approval threshold of \$150,000 per contract, have been signed with other businesses.

<u>FISCAL IMPACT</u>: OCC equipment rentals from Quest Events will generate net revenues for OCC. OCC Production Services will invoice clients for specific equipment and services provided, including those instances where Quest Events is providing equipment or services as a subcontractor. OCC will pay associated subcontractor equipment rentals or service fees from the OCC's annual audio visual operating budget, pending adoption each budget year through the contract term of September 20, 2022.

RECOMMENDATION: Staff recommends that the Metropolitan Exposition Recreation Commission, by Resolution 17-40, approve the contract award and written contract (attached hereto) with Quest Events for an amount not to exceed two hundred, thirty thousand dollars and 00/100 (\$230,00.00) for the Oregon Convention Center's Production Services Equipment Rentals and authorize the General Manager of Visitor Venues to execute the contract.



RENTAL AGREEMENT



Contract: 208055

This Rental Agreement is entered into as of the above date by and between Metropolitan Exposition Recreation Commission ("MERC"), whose address is 777 NE Martin Luther King, Jr. Blvd., Portland, OR 97232 and referred to herein as "MERC" and **Quest Events**, referred to herein as "Contractor" whose principal place of business is **12911 NE David Circle**, **Portland**, **OR 97230**, and whose phone number is **(503) 701-2805**.

This Agreement shall include and be subject to the following terms and conditions:

- 1. CONTINUING RENTAL AGREEMENT: The term of this Agreement shall be for the period commencing **December 6, 2017**, through and including **December 5, 2022**, unless earlier terminated as provided in this Agreement. Contractor and MERC agree that this Agreement shall apply to any rental of Property by MERC from Contractor during the term, even though the specific Property, duration of rental and/or the price for the rental may vary. The parties acknowledge and agree that the terms and conditions of this Agreement shall continue to apply to all future rental transactions between them, without necessity or either party executing a new Agreement.
- **2. DESCRIPTION OF PROPERTY:** The equipment ("Property") subject to this Agreement shall be the specific items of Property listed on the Equipment Schedule or Property Rental Receipt prepared by Contractor and given to MERC at the time of delivery of the Property to MERC or to a third party at the direction of MERC. Such Equipment Schedule and or Property Rental Receipt shall be deemed a part of this Agreement, as if fully incorporated herein. Both parties shall be responsible for determining that the Property delivered is in accordance with the Equipment Schedule or Property Rental Receipt and notify the other part immediately of any discrepancy thereon.
- 3. USE OF PROPERTY: MERC will take all necessary precautions during the use or storage of the Property to protect the Property and all persons using the Property from injury or damage. MERC shall not make any alterations, changes, modifications or improvements to the Property without the prior written consent of Contractor and MERC shall not deface, remove or cover any name plate on the Property showing Contractor's name and identification or that of the manufacturer. All Property shall be used in accordance with the manufacturer's operating instructions as well as applicable federal, state or local laws or ordinances.
- **4. INSPECTION/WARRANTY:** MERC shall inspect the Property immediately on delivery and shall notify Contractor at that time if MERC determines that the Property is not in good working condition. Contractor guarantees that all Property delivered to MERC will be in good working condition and so long as MERC is not in breach of this agreement Contractor shall repair or replace any equipment that fails to operate in accordance with the manufacturer's specifications.
- **5. RISK OF LOSS:** From the delivery of the Property to MERC until its return to Contractor, MERC shall bear the risk of loss and/or damage to the Property. In the event the Property rented by MERC is transported or shipped, whether from Contractor to MERC, or to any third party or location, or upon its return to Contractor, or at anytime the risk of loss during that transport and shipment shall be solely Contractor's and Contractor shall continue to maintain insurance on the Property as provided herein. MERC shall have the right to reject any and all goods or services upon inspection. For purposes of this Agreement, MERC shall be deemed to have taken "delivery" of the Property from the time the Property is dropped off at the MERC facility, and a MERC employee accepted the shipment. MERC shall be deemed to have "returned" the Property when the Contractor or a representative from the Contractor picks the items up from the MERC facility.
- **6. TITLE AND OWNERSHIP:** This Agreement constitutes a lease and not a sale of the Property or the creation of a security interest therein. No part of the rental payments made under this Agreement shall be deemed payment towards the purchase of any of the Property. MERC specifically acknowledges the Contractor's superior title and ownership of the Property and must keep the Property free of all liens, levies and encumbrances.
- **7. LIABILITY/INDEMNITY.** Contractor is an independent contractor and assumes full responsibility for its performance and assumes full responsibility for all liability for bodily injury or physical damage to persons or property arising out of or related to this Agreement, and shall indemnify, defend and hold harmless METRO, MERC, its elected officials, officers, employees and agents, from any and all claims, demands, damages, actions, losses and expenses arising out of or in any way connected with its performance of this Agreement. Contractor is responsible for the acts and omissions of its agents, employees, subcontractors and/or representatives and for all claims.
- 8. TERMS OF RENTAL: Unless otherwise specified in writing, the Property shall be leased on a day-to-day basis and all rates shall apply to each full day or any fraction thereof which has elapsed between the time the Property is "delivered" to MERC and the time it is "returned" to Contractor. MERC agrees to return the Property on the date and time specified on the equipment schedule. If MERC fails to return the Property by the return date specified unless not returned for reasons outside of MERC's control or due to fault of Contractor, MERC will be liable for the daily rental cost of the Property until it is returned. Unless otherwise stated in writing, a full additional day's rental will be charged for any Property not returned by 10AM on the due date. The rental fee payable for any item of Property shall be the amount specified in writing by Contractor in a rental quote provided to MERC prior to the Property delivery. MERC may terminate this Agreement upon giving Contractor seven (7) days written notice. In the event of termination, Contractor shall be entitled to payment for goods received prior to the date of termination. MERC shall not be liable for any indirect or consequential, or any other damages whatsoever. Termination by MERC shall not waive any claim or remedies it may have against Contractor.
- **9. PAYMENT AND CHARGES:** Payment shall be on a unit price previously set forth in an agreed upon rental quote, and only for those goods received in an acceptable condition to MERC. Contractor's billing invoices shall include the MERC contract number, Contractor name, remittance address, invoice date, rental quote date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of items purchased. Contractor's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The MERC contract number shall be referenced in the email subject line. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.
- **10. INSURANCE.** Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents: 1) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be

primary as respects MERC; 2) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence; 3) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and 4) Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice. MERC, Metro, their elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies. Contractor shall provide to MERC 30 days notice of any material change or policy cancellation. Contractor shall provide MERC with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to MERC. Certificate of Insurance shall identify the MERC contract number.

11. MISCELLANEOUS: The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

By signing Contractor and MERC agree to the above terms and conditions. Each warrants to the other that the person signing below has full authority to enter into this Agreement and/or sign this Agreement on behalf of a corporate or like business entity.

DATE:	DATE:
Metropolitan Exposition Recreation Commission	Quest Events
XAuthorized Representative of MERC	XAuthorized Representative of Contractor
Please Type or Print Name:	Please Type or Print Name:

METROPOLITAN EXPOSITION RECREATION COMMISSION Resolution No. 17-41

For the purpose of approving the contract with Outlaw Lighting for the Oregon Convention Center's "Audio Visual Equipment Rental" and authorizing the General Manager of Visitor Venues to execute the contract.

WHEREAS, the Oregon Convention Center (OCC) provides production services to clients, including set design, drape and soft goods, lighting plots, presentation support such as video cameras and projectors, microphones and sound systems, laptops and networks; and

WHEREAS, OCC Production Services provides an increasingly strong revenue stream and remains an asset to the OCC; and

WHEREAS, the production services industry relies heavily on technology and OCC hosts multiple shows at a time, making it necessary to have multiple pieces of equipment available; and

WHEREAS, technology evolves rapidly, equipment quickly falls behind standard, and maintaining a stock of industry standard equipment requires multiple, ongoing, high-cost purchases; and

WHEREAS, Metro issued a competitive solicitation in accordance with Division 47 of Metro's Local Contract Review Board Rules for "Audio Visual Equipment and Temporary Staffing;" and

WHEREAS, MERC received multiple responses to the solicitation including a response from Outlaw Lighting and has executed contracts with various other vendors; and

WHEREAS, staff estimates that the contract with Outlaw Lighting will exceed \$150,000 over the next five years in an amount not to exceed \$660,000.00; and

WHEREAS, this equipment rental contract allows the OCC to augment owned equipment, provide solutions to specialized equipment requests by clients, and provide related audio video services; and

WHEREAS, staff recommend approval of this contract as the equipment rentals provided will generate net revenue for OCC and OCC will pay associated equipment rental and service fees through the annually adopted OCC Audio Visual operating budget.

BE IT THEREFORE RESOLVED, that the Metropolitan Exposition Recreation Commission:

- 1. Approves the contract with Outlaw Lighting, for an amount not to exceed \$660,000.00 for "Audio Visual Equipment Rental" in the form substantially similar to the attached Exhibit A.
- 2. Authorizes the General Manager of Visitor Venues to execute the contract on behalf of the Metropolitan Exposition Recreation Commission.

Passed by the Commission on December 6, 2017.

Approved as to form:

Alison R. Kean, Metro Attorney

Chair

Nathan A. S. Sykes, Deputy Metro Attorney

Secretary/Treasurer

MERC STAFF REPORT

Agenda Item: For the purpose of approving the contract with Outlaw Lighting for the Oregon Convention Center's "Audio Visual Equipment Rental" and authorizing the General Manager of Visitor Venues to execute the contract.

Resolution No: 17-41

Date: December 6, 2017 **Presented by:** Craig Stroud, Executive Director

BACKGROUND: The Oregon Convention Center (OCC) is one of the largest, most sustainable events facilities in the Pacific Northwest. Along with hosting space, the OCC provides production services to clients. Production services includes set design, drape and soft goods, lighting plots, presentation support such as video cameras and projectors, microphones and sound systems, laptops and networks. Technical labor to set-up, operate and remove equipment is an important part of these services. Production services is a growing business line for OCC and an important aspect of client events.

The production services and audio visual industry relies heavily on technology and the OCC often hosts multiple shows simultaneously. Technology in the audio visual industry innovates rapidly, with equipment quickly falling behind industry standard. The OCC invests in a quantity of audio visual equipment to provide a baseline of services and to meet typical client needs. To augment owned equipment, provide solutions for specialized equipment requests, and to provide related audio video services, OCC contracts with audio visual equipment and service providers, such as Outlaw Lighting. In these circumstances, OCC clients contract with OCC for production services and the OCC subcontracts with outside businesses for the necessary equipment and services to meet the client's requests.

Staff prepared and issued a Request for Qualifications (RFQ) to provide equipment and related services for audio visual event-based services. Staff issued the RFQ in accordance with MERC's purchasing and contracting rules and in compliance with Metro Policy and state of Oregon requirements. To communicate the opportunity, the RFQ was published on ORPIN and advertised broadly and with the intent of notifying COBID contractors via the Business Tribune, the Daily Journal of Commerce and the Skanner. Responders were required to provide their business demographics and summarize their community services participation. The RFQ asked each responder to provide specific types and approximate quantities of equipment available, a resume and a summary of experiences working with event-based services.

MERC contracted with multiple responders to the RFQ, and the level of business expected to be transacted with Outlaw Lighting requires the contract to be approved by the MERC Commission. More than ten other contracts, which are all below the MERC Commission approval threshold of \$150,000 per contract, have been signed with other businesses.

<u>FISCAL IMPACT:</u> OCC equipment rentals from Outlaw Lighting will generate net revenues for OCC. OCC Production Services will invoice clients for specific equipment and services provided, including those instances where Outlaw Lighting is providing equipment or services as a subcontractor. OCC will pay associated subcontractor equipment rentals or service fees from the OCC's annual Audio Visual operating budget, pending adoption each budget year through the contract term of September 20, 2022.

RECOMMENDATION: Staff recommends that the Metropolitan Exposition-Recreation Commission, by Resolution 17-41, approve the contract award and written contract (attached hereto) with Outlaw Lighting, for an amount not to exceed six hundred, sixty thousand dollars and 00/100 (\$660,000.00) for the Oregon Convention Center's Production Services Equipment Rentals and authorize the General Manager of Visitor Venues to execute the contract.



EXHIBIT A TO RESOLUTION 17-41

RENTAL AGREEMENT



Contract: 208042

This Rental Agreement is entered into as of the above date by and between Metropolitan Exposition Recreation Commission ("MERC"), whose address is 777 NE Martin Luther King, Jr. Blvd., Portland, OR 97232 and referred to herein as "MERC" and **Outlaw Lighting**, referred to herein as "Contractor" whose principal place of business is **204 SE 134th PL.**, **Portland, Oregon 97233**, and whose phone number is (**503**) **888-4182**.

This Agreement shall include and be subject to the following terms and conditions:

- 1. CONTINUING RENTAL AGREEMENT: The term of this Agreement shall be for the period commencing **December 6, 2017**, through and including **December 5th 2022**, unless earlier terminated as provided in this Agreement. Contractor and MERC agree that this Agreement shall apply to any rental of Property by MERC from Contractor during the term, even though the specific Property, duration of rental and/or the price for the rental may vary. The parties acknowledge and agree that the terms and conditions of this Agreement shall continue to apply to all future rental transactions between them, without necessity or either party executing a new Agreement.
- 2. DESCRIPTION OF PROPERTY: The equipment ("Property") subject to this Agreement shall be the specific items of Property listed on the Equipment Schedule or Property Rental Receipt prepared by Contractor and given to MERC at the time of delivery of the Property to MERC or to a third party at the direction of MERC. Such Equipment Schedule and or Property Rental Receipt shall be deemed a part of this Agreement, as if fully incorporated herein. Both parties shall be responsible for determining that the Property delivered is in accordance with the Equipment Schedule or Property Rental Receipt and notify the other part immediately of any discrepancy thereon.
- **3. USE OF PROPERTY:** MERC will take all necessary precautions during the use or storage of the Property to protect the Property and all persons using the Property from injury or damage. MERC shall not make any alterations, changes, modifications or improvements to the Property without the prior written consent of Contractor and MERC shall not deface, remove or cover any name plate on the Property showing Contractor's name and identification or that of the manufacturer. All Property shall be used in accordance with the manufacturer's operating instructions as well as applicable federal, state or local laws or ordinances.
- **4. INSPECTION/WARRANTY:** MERC shall inspect the Property immediately on delivery and shall notify Contractor at that time if MERC determines that the Property is not in good working condition. Contractor guarantees that all Property delivered to MERC will be in good working condition and so long as MERC is not in breach of this agreement Contractor shall repair or replace any equipment that fails to operate in accordance with the manufacturer's specifications.
- **5. RISK OF LOSS:** From the delivery of the Property to MERC until its return to Contractor, MERC shall bear the risk of loss and/or damage to the Property. In the event the Property rented by MERC is transported or shipped, whether from Contractor to MERC, or to any third party or location, or upon its return to Contractor, or at anytime the risk of loss during that transport and shipment shall be solely Contractor's and Contractor shall continue to maintain insurance on the Property as provided herein. MERC shall have the right to reject any and all goods or services upon inspection. For purposes of this Agreement, MERC shall be deemed to have taken "delivery" of the Property from the time the Property is dropped off at the MERC facility, and a MERC employee accepted the shipment. MERC shall be deemed to have "returned" the Property when the Contractor or a representative from the Contractor picks the items up from the MERC facility.
- **6. TITLE AND OWNERSHIP:** This Agreement constitutes a lease and not a sale of the Property or the creation of a security interest therein. No part of the rental payments made under this Agreement shall be deemed payment towards the purchase of any of the Property. MERC specifically acknowledges the Contractor's superior title and ownership of the Property and must keep the Property free of all liens, levies and encumbrances.
- 7. LIABILITY/INDEMNITY. Contractor is an independent contractor and assumes full responsibility for its performance and assumes full responsibility for all liability for bodily injury or physical damage to persons or property arising out of or related to this Agreement, and shall indemnify, defend and hold harmless METRO, MERC, its elected officials, officers, employees and agents, from any and all claims, demands, damages, actions, losses and expenses arising out of or in any way connected with its performance of this Agreement. Contractor is responsible for the acts and omissions of its agents, employees, subcontractors and/or representatives and for all claims.
- 8. TERMS OF RENTAL: Unless otherwise specified in writing, the Property shall be leased on a day-to-day basis and all rates shall apply to each full day or any fraction thereof which has elapsed between the time the Property is "delivered" to MERC and the time it is "returned" to Contractor. MERC agrees to return the Property on the date and time specified on the equipment schedule. If MERC fails to return the Property by the return date specified unless not returned for reasons outside of MERC's control or due to fault of Contractor, MERC will be liable for the daily rental cost of the Property until it is returned. Unless otherwise stated in writing, a full additional day's rental will be charged for any Property not returned by 10AM on the due date. The rental fee payable for any item of Property shall be the amount specified in writing by Contractor in a rental quote provided to MERC prior to the Property delivery. MERC may terminate this Agreement upon giving Contractor seven (7) days written notice. In the event of termination, Contractor shall be entitled to payment for goods received prior to the date of termination. MERC shall not be liable for any indirect or consequential, or any other damages whatsoever. Termination by MERC shall not waive any claim or remedies it may have against Contractor.
- **9. PAYMENT AND CHARGES:** Payment shall be on a unit price previously set forth in an agreed upon rental quote, and only for those goods received in an acceptable condition to MERC. Contractor's billing invoices shall include the MERC contract number, Contractor name, remittance address, invoice date, rental quote date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of items purchased. Contractor's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The MERC contract number shall be referenced in the email subject line. Payment shall be made by MERC on a Net 30 day basis upon approval of Contractor invoice.
- **10. INSURANCE.** Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents: 1) The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. Contractor's coverage will be primary as respects

MERC; 2) Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence; 3) Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and 4) Professional Liability Insurance, with limits of not less than \$1,000,000 per occurrence, covering personal injury and property damage arising from errors, omissions or malpractice. MERC, Metro, their elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies. Contractor shall provide to MERC 30 days notice of any material change or policy cancellation. Contractor shall provide MERC with a Certificate of Insurance complying with this article upon return of the Contractor signed agreement to MERC. Certificate of Insurance shall identify the MERC contract number.

11. MISCELLANEOUS: The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

By signing Contractor and MERC agree to the above terms and conditions. Each warrants to the other that the person signing below has full authority to enter into this Agreement and/or sign this Agreement on behalf of a corporate or like business entity.

DATE:	DATE:
Metropolitan Exposition Recreation Commission	Outlaw Lighting
XAuthorized Representative of MERC	XAuthorized Representative of Contractor
Please Type or Print Name:	Please Type or Print Name:

METROPOLITAN EXPOSITION RECREATION COMMISSION Resolution No. 17-42

For the purpose of approving the contract with Showcall Event Services for the Oregon Convention Center's "Audio Visual Temporary Staffing Services" and authorizing the General Manager of Visitor Venues to execute the contract.

WHEREAS, the Oregon Convention Center (OCC) provides production services to clients, including set design, drape and soft goods, lighting plots, presentation support such as video cameras and projectors, microphones and sound systems, laptops and networks; and

WHEREAS, OCC Production Services is a growing business line for OCC and an important aspect of client events; and

WHEREAS, the event industry creates an atmosphere of always changing client desires requiring the need for outside contractor services on short and as-needed basis; and

WHEREAS, long-term contracts provide OCC the ability to meet client needs and provide contract durations that allow contractors to become familiar with the building and OCC Production Services standards and procedures; and

WHEREAS, OCC Production Services staff are also able to observe contractor performance and over time, gain confidence that a service provider will meet client needs; and

WHEREAS, Metro issued a competitive solicitation in accordance with Division 47 of Metro's Local Contract Review Board Rules for "Audio Visual Equipment Rentals and Temporary Staffing;" and

WHEREAS, MERC received multiple responses to the solicitation including a response from Showcall Event Services and has executed contracts with various other vendors; and

WHEREAS, staff estimates that the contract with Showcall Event Services will exceed \$150,000 over the next five years in an amount not to exceed \$290,000.00; and

WHEREAS, staff recommend approval of this contract as it will be funded from the OCC Audio Visual budget, pending adoption each budget year through the contract term of October 20, 2022 and will generate net revenues for OCC.

BE IT THEREFORE RESOLVED, that the Metropolitan Exposition Recreation Commission:

- 1. Approves the contract with Showcall Event Services, for an amount not to exceed \$290,000.00 for "Audio Visual Temporary Staffing Services" at the Oregon Convention Center in a form substantially similar to the attached exhibit A.
- 2. Authorizes the General Manager of Visitor Venues to execute the contract on behalf of the Metropolitan Exposition Recreation Commission.

Passed by the Commission on December 6, 2017.		
Approved as to form:		
Alison R. Kean, Metro Attorney	Chair	
By:		
Nathan A. S. Sykes, Deputy Metro Attorney	Secretary/Treasurer	

MERC STAFF REPORT

Agenda Item: For the purpose of approving the contract with Showcall Event Services for the Oregon Convention Center's "Audio Visual Temporary Staffing Services" and authorizing the General Manager of Visitor Venues to execute the contract.

Resolution No: 17-42

Date: December 6, 2017 **Presented by:** Craig Stroud, Executive Director

BACKGROUND: The Oregon Convention Center (OCC) is one of the largest, most sustainable events facilities in the Pacific Northwest. Along with hosting space, the OCC provides production services to clients. Production services include set design, drape and soft goods, lighting plots, presentation support such as video cameras and projectors, microphones and sound systems, laptops and networks. Technical labor to set up, operate and remove equipment is an important part of these services. Production services is a growing business line for OCC and an important aspect of client events.

The event industry creates an atmosphere of ever-changing client needs. Due to the dynamics of live event production, OCC uses a pool of local service providers to deliver specialized services and to augment existing staff. Long-term contracts provide OCC the ability to meet client desires and provide contract durations that allow contractors to become familiar with the building and OCC Production Services standards and procedures. OCC Production Services staff is also able to observe contractor performance and, over time, gain confidence that a service provider will meet client needs.

Staff prepared and issued a Request for Qualifications (RFQ) to provide equipment and related services for event-based services. Staff issued the RFQ in accordance with MERC's purchasing and contracting rules and in compliance with Metro Policy and state of Oregon requirements. To communicate the opportunity, the RFQ was published on ORPIN and advertised broadly and with the intent of notifying COBID contractors via the Business Tribune, the Daily Journal of Commerce and the Skanner. Responders were required to provide their business demographics and summarize their community services participation. The RFQ asked each responder to provide specific types and approximate quantities of equipment available, a resume and a summary of experience working with event-based services.

MERC contracted with multiple responders to the RFQ, and the level of business expected to be transacted with Showcall requires the contract to be approved by the MERC Commission. More than ten other contracts, which are all below the MERC Commission approval threshold of \$150,000 per contract, have been signed with other businesses.

FISCAL IMPACT: Event services from Showcall will generate net revenues for OCC. OCC Production Services will invoice clients for specific event services provided, including those instances where Showcall provides the services as a subcontractor. OCC will pay associated subcontractor service fees from the OCC's annual event services operating budget, pending adoption each budget year through the contract term of October 20, 2022.

RECOMMENDATION: Staff recommends that the Metropolitan Exposition Recreation Commission, by Resolution No 17-42, approve the contract award and written contract (attached) with Showcall Event Services, for the amount of two hundred, ninety thousand dollars and 00/100 (\$290,000.00) for the Oregon Convention Center's Audio Visual Temporary Staffing Services and authorize the General Manager of Visitor Venues to execute the contract.



600 NE Grand Ave., Portland, OR 97232-2736 503-797-1700

MERC CONTRACT NO. 208045

For Public Contracts \$50,000 & Above

THIS Contract is entered into between Metropolitan Exposition Recreation Commission (MERC), an appointed commission of Metro, whose address is 600 NE Grand Avenue, Portland, Oregon 97232-2736, and **Showcall Event Services**, whose address is **3442-D SE 29th Portland, OR 97202**, hereinafter referred to as the "CONTRACTOR."

THE PARTIES AGREE AS FOLLOWS:

ARTICLE I SCOPE OF WORK

CONTRACTOR shall perform the work and/or deliver to MERC the goods described in the Scope of Work attached hereto as Attachment A and the Show Call Event Services labor rate cut sheet attached hereto as Attachment B. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

ARTICLE II TERM OF CONTRACT

The term of this Contract shall be for the period commencing **December 6**, **2017** through and including **December 5**, **2022**.

ARTICLE III CONTRACT SUM AND TERMS OF PAYMENT

Contractor shall perform the above work for a maximum price not to exceed **TWO HUNDRED NINETY THOUSAND AND 00/100**TH **DOLLARS (\$290,000.00)**.

The maximum price includes all fees, costs and expenses of whatever nature. Each of MERC's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the MERC contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of work performed and expenses incurred during the billing period, and will not be submitted more frequently than once a month. Contractor's billing invoices shall be sent to metroaccountspayable@oregonmetro.gov. The MERC contract number and contractor name shall be referenced in the email subject line. MERC requests that contractors submit billing invoices for services within 10 business days of performance. Payment shall be made by MERC on a Net 30 day basis upon receipt of Contractor invoice.

ARTICLE IV LIABILITY AND INDEMNITY

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR'S labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless MERC, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR'S subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and MERC.

ARTICLE V TERMINATION

MERC may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. MERC shall not be liable for indirect, consequential damages or any other damages. Termination by MERC will not waive any claim or remedies it may have against CONTRACTOR.

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600 NE Grand Ave., Portland, OR 97232-2736 503-797-1700

MERC CONTRACT NO. 208045

ARTICLE VI INSURANCE & BONDS

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

- A. The most recently approved ISO (Insurance Services Office) Commercial General Liability policy, or its equivalent, written on an occurrence basis, with limits not less than \$2,000,000 per occurrence and \$2,000,000 aggregate. The policy will include coverage for bodily injury, property damage, personal injury, contractual liability, premises and products/completed operations. CONTRACTOR'S coverage will be primary as respects METRO;
- B. Automobile insurance with coverage for bodily injury and property damage and with limits not less than minimum of \$1,000,000 per occurrence;
- C. Workers' Compensation insurance meeting Oregon statutory requirements including Employer's Liability with limits not less than \$500,000 per accident or disease; and

METRO, MERC, its elected officials, departments, employees, and agents shall be named as ADDITIONAL INSUREDS on Commercial General Liability and Automobile policies.

CONTRACTOR shall provide to MERC 30 days notice of any material change or policy cancellation.

CONTRACTOR shall provide MERC with a Certificate of Insurance complying with this article upon return of the CONTRACTOR signed agreement to MERC. CONTRACTOR shall email Certificate of Insurance to submitdocuments@oregonmetro.gov. Certificate of Insurance shall identify the MERC contract number.

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

In addition, for public works subject to ORS 279C.800 to 279C.870, CONTRACTOR and every subcontractor shall have a public works bond required by 2005 Oregon Laws Chapter 360 filed with the Construction Contractors Board before starting work on the project, unless exempt under Section 2 of 2005 Oregon Laws Chapter 360.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279A, 279B, and 279C and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement. Specifically, it is a condition of this contract that CONTRACTOR and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

ARTICLE VIII MODIFICATIONS

MERC may approve changes and modifications to the original contract, including deletions of work, order of additional materials, and additional services reasonably related to the original work scope. Contractor may propose changes in the work that Contractor believes are necessary, will result in higher quality work, improve safety, decrease the amount of the contract, or otherwise result in a better or more efficient work product. If such changes are approved by MERC, they shall be executed by written contract amendment signed by both parties. Such changes shall not relieve Contractor of any obligation or warranty under the contract. No oral statements by either party shall modify or affect the terms of the contract.

ARTICLE X OWNERSHIP OF DOCUMENTS

Unless otherwise provided herein, all documents, instruments and media of any nature produced by CONTRACTOR pursuant to this agreement are Work Products and are the property of MERC, including but not limited to:

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MERC CONTRACT NO. 208045

drawings, specifications, reports, scientific or theoretical modeling, electronic media, computer software created or altered specifically for the purpose of completing the Scope of Work, works of art and photographs. Unless otherwise provided herein, upon MERC request, CONTRACTOR shall promptly provide MERC with an electronic version of all Work Products that have been produced or recorded in electronic media. MERC and CONTRACTOR agree that all work Products are works made for hire and Contractor hereby conveys, transfers, and grants to MERC all rights of reproduction and the copyright to all such Work Products.

- A. CONTRACTOR and subcontractors shall maintain all fiscal records relating to such contracts in accordance with generally accepted accounting principles. In addition, CONTRACTOR and subcontractors shall maintain any other records necessary to clearly document:
 - 1. The performance of the CONTRACTOR, including but not limited to the contractor's compliance with contract plans and specifications, compliance with fair contracting and employment programs, compliance with Oregon law on the payment of wages and accelerated payment provisions; and compliance with any and all requirements imposed on the CONTRACTOR or subcontractor under the terms of the contract or subcontract;
 - 2. Any claims arising from or relating to the performance of the CONTRACTOR or subcontractor under a public contract:
 - 3. Any cost and pricing data relating to the contract; and
 - 4. Payments made to all suppliers and subcontractors.
- B. CONTRACTOR and subcontractors shall maintain records for the longer period of (a.) six years from the date of final completion of the contract to which the records relate or (b.) until the conclusion of any audit, controversy or litigation arising out of or related to the contract.
- C. CONTRACTOR and subcontractors shall make records available to METRO, and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, within the boundaries of the METRO region, at reasonable times and places regardless of whether litigation has been filed on any claims. If the records are not made available within the boundaries of METRO, the CONTRACTOR or subcontractor agrees to bear all of the costs for METRO employees, and any necessary consultants hired by METRO, including but not limited to the costs of travel, per diem sums, salary, and any other expenses that Metro incurs, in sending its employees or consultants to examine, audit, inspect, and copy those records. If the CONTRACTOR elects to have such records outside these boundaries, the costs paid by the CONTRACTOR to METRO for inspection, auditing, examining and copying those records shall not be recoverable costs in any legal proceeding.
- D. CONTRACTOR and subcontractors authorize and permit METRO and its authorized representatives, including but not limited to the staff of any METRO department and the staff of the METRO Auditor, to inspect, examine, copy and audit the books and records of CONTRACTOR or subcontractor, including tax returns, financial statements, other financial documents and any documents that may be placed in escrow according to any contract requirements. METRO shall keep any such documents confidential to the extent permitted by Oregon law, subject to the provisions of section E.
- E. CONTRACTOR and subcontractors agree to disclose the records requested by METRO and agree to the admission of such records as evidence in any proceeding between METRO and the CONTRACTOR or subcontractor, including, but not limited to, a court proceeding, arbitration, mediation or other alternative dispute resolution process.
- F. CONTRACTOR and subcontractors agree that in the event such records disclose that METRO is owed any sum of money or establish that any portion of any claim made against Metro is not warranted, the CONTRACTOR or subcontractor shall pay all costs incurred by METRO in conducting the audit and inspection. Such costs may be withheld from any sum that is due or that becomes due from METRO.
- G. Failure of the CONTRACTOR or subcontractor to keep or disclose records as required by this document or any solicitation document may result in disqualification as a bidder or proposer for future METRO contracts as provided in ORS 279B.130 and Metro Code Section 2.04.070(c), or may result in a finding that the CONTRACTOR or subcontractor is not a responsible bidder or proposer as provided in ORS 279B.110 and Metro Code Section 2.04.052.

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MERC CONTRACT NO. 208045

ARTICLE XI SUBCONTRACTORS

CONTRACTOR shall contact MERC prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from MERC before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

MERC reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR'S compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV

ARTICLE XII RIGHT TO WITHHOLD PAYMENTS

MERC shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in MERC's sole opinion, to protect MERC against any loss, damage or claim which may result from CONTRACTOR'S performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors. In addition for public improvement work, if a CONTRACTOR is required to file certified statements under ORS 279C.845, MERC shall retain 25 percent of any amount earned by the CONTRACTOR on the public works until the contractor has filed all required certified statements with MERC.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in MERC's opinion, violated that provision, MERC shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by MERC under this Article shall become the property of MERC and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

ARTICLE XIII SAFETY

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

ARTICLE XIV INTEGRATION OF CONTRACT DOCUMENTS

All of the provisions of any procurement documents including, but not limited to, the Advertisement for Bids, Proposals or responses, General and Special Instructions to Bidders, Proposal, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between MERC and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both MERC and CONTRACTOR. The laws of the state of Oregon shall govern the construction and interpretation of this Contract.

ARTICLE XV COMPLIANCE

CONTRACTOR shall comply with federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, non-discrimination, safety and health, environmental protection, waste reduction and recycling, fire protection, permits, fees and similar subjects.

ARTICLE XVI:

REPRESENTATIONS, WARRANTIES AND COVENANTS RELATING TO COMPLIANCE WITH TAX LAWS

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MERC CONTRACT NO. 208045

Contractor represents and warrants that Contractor is in compliance with all applicable local, regional and state Tax Laws as of the effective date of this Contract. Contractor agrees to continue to comply with all Tax Laws throughout the duration of this Contract and any extensions. Any breach of the above set forth warranty, misrepresentation, or violation of Contractor's covenant to continue to comply with said Tax Laws during the term of the Contract shall constitute a material breach of this Contract. Such breach shall entitle Metro to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies against Contractor available under this Contract, at law, or in equity, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing a replacement contractor, limited specific performance, declaratory or injunctive relief. For purposes of this section, the term "Tax Laws" includes but is not limited to laws ORS 305.620 and ORS chapters 316, 317 and 318, and any tax provisions imposed by a political subdivision of this state that applies to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor, or that applies to goods, services, or property, whether tangible or intangible, supplied by Contractor.

ARTICLE XVII INTERGOVERNMENTAL COOPERATIVE AGREEMENT

Pursuant to ORS 279A and the Metro public contract code, Metro participates in an Intergovernmental Cooperative Purchasing program by which other public agencies shall have the ability to purchase the goods and services under the terms and conditions of this awarded contract. Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Metro under this agreement. Any estimated purchase volumes listed herein do not include volumes for other public agencies, and Metro makes no guarantee as to their participation in any purchase. Any Contractor may decline to extend the prices and terms of this solicitation to any or all other public agencies upon execution of this contract. Unless the Contractor specifically declines to participate in the program by marking the box below, the Contractor agrees to participate in the Intergovernmental Cooperative Purchasing program. Contract declines to participate in the Intergovernmental Cooperative Purchasing program or is not applicable to this Contract as indicated by the following initials _______.

ARTICLE XVIII SITUS

The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the state of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

ARTICLE XIX ASSIGNMENT

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from MERC.

ARTICLE XX SEVERABILITY

The parties agree that any provision of this Contract that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Contract shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid and enforceable shall be automatically added to this Contract in lieu of the illegal, invalid, or unenforceable provision. Any failure by MERC to enforce a provision of the Contract is not to be construed as a waiver by MERC of this right to do so.

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MERC CONTRACT NO. 208045

ARTICLE XXI COUNTERPARTS

This Contract may be executed in counterparts or multiples, any one of which will have the full force of an original.

ARTICLE XXII

DELIVERY OF NOTICES

Any notice, request, demand, instruction, or any other communications to be given to any party hereunder shall be in writing, sent by registered or certified mail or fax as follows:

	-			
To Contractor:	Dan Nicholson Showcall Event Services 3442-D SE 29 th Ave. Portland, Oregon 97202 503-233-8494 fax	To Metro:	Metro Procurement Services 600 NE Grand Ave. Portland, Oregon 97232 503-797-1791 fax	
		With Copy to:	Natalia McDonough Oregon Convention Center 777 NE Martin Luther King Jr., Blvd. Portland, Oregon 97232 503-731-7806 fax	
CONTRACTOR	2	METROPOLITA COMMISSION	AN EXPOSITION RECREATION	
Ву		_ Ву		
Print Name		Print Name		
Date			Date	

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Scope of Work - Attachment A

600 NE Grand Ave., Portland, OR 97232-2736 503-797-1700

MERC Contract No. 208045

1. Scope of Work

Contractor agrees to provide Temporary Audio Visual Staffing Services to Metro on an as-needed basis. Metro may at any time add additional positions, as needed. Contractor shall provide suitable persons to perform the function of Temporary Audio Visual Staffing Services, whose duties and qualifications appear below. Contractor agrees that no person whom Contractor provides will be considered as an employee of Metro, notwithstanding the probability that Metro may from time to time provide general direction to Temporary Audio Visual Staffing Services about the performance of their duties. Contractor agrees that it will so inform all persons provided by Contractor to perform as Temporary Audio Visual Staffing Services.

Duties and Qualifications

Contractor shall provide the following:

- Recruit and select appropriate temporary audio visual staff.
- Provide highly trained temporary audio visual staff to perform various duties and specialized jobs as needed with minimum training and supervision from the Oregon Convention Center.
- Provide necessary training to temporary audio visual staff.
- Ensure temporary staff members have all certificates, licenses and endorsements needed to operate certain equipment or perform specific duties.
- Provide quick turn-around times in filling audio visual staffing requests.
- Replace temporary audio visual staff that don't meet required qualifications or work requirements.
- Ensure temporary audio visual staff do not divulge any proprietary information or reveal any trade secrets or pending agency projects to other agencies, business entities or the public.
- Ensure the professional display, attire and conduct of temporary audio visual staff adhere to Contractor's policies that are consistent with Metro human resource policies for contractors and/or vendors.
- Communicate all incidents or issues occurring at the Oregon Convention Center to Metro.
- Handle all payment of compensation owed to temporary audio visual staff including the provision of any and all benefits including workers compensation coverage and unemployment insurance.
- Transmit all reports, time sheets, financial statements or any supporting documentation to Metro in a timely manner.
- Report any discrepancies in service levels or failure in agreed performance to Metro in writing.

Contractor agrees, and will so inform those persons referred to Metro as Temporary Audio Visual Staff, that Metro's provision of personal protective equipment will not result in said persons being employees of Metro for any purpose.

Work Schedule, Staff Assignments

Contractor shall provide Temporary Audio Visual Staffing during the following days and times: Anytime temporary audio visual staff is needed, Sunday through Saturday. The number of Temporary Staffing Services provided will vary depending on Metro's needs. Metro reserves the right to alter this schedule including ending the workday early.

Metro reserves the right to request that contractor remove the services of any Temporary Audio Visual Staff who, in Metro's opinion, has failed to demonstrate the skills and ability necessary to perform the duties of the Temporary Audio Visual Staffing Services. Contractor shall so inform all individuals that it refers as Temporary Audio Visual Staffing Services.

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Scope of Work – Attachment A

600 NE Grand Ave., Portland, OR 97232-2736 503-797-1700

MERC Contract No. 208045

Management Services

The Contractor agrees to provide overall managerial and personnel management services necessary to the performance of this contract, including the recruitment and selection of sufficient personnel in each of the job categories to maintain a pool of qualified workers that will be continuously available to Metro, to be responsible for the evaluation, discipline, hiring and firing of such personnel, and to perform sufficient proficiency testing, and background and reference verification to assure the qualifications of the workers to be provided under this contract. The Contractor further agrees that it retains the right to control the terms and conditions of the employment of the Temporary Audio Visual Staff referred to Metro. The Contractor shall assume all legal responsibility as the employer of the temporary audio visual service employee, including payment of wages, benefits and other compensation due to such persons and compliance with all Federal and State payroll tax requirements.

The Contractor shall assume all responsibility for the personnel administration of all temporary audio visual service employees. This shall include but not be limited to the following:

- Payroll and related forms.
- Payment of social security and withholding taxes.
- Benefits, if applicable.
- Worker's compensation.
- Unemployment insurance.
- Other costs required by law or ordinarily furnished by the Contractor.
- Computation of all payroll records and expenses and release of paychecks to employees.
- Provide all W-2 forms as appropriate to employees.
- Provide general liability insurance for each employee as required.
- All personnel shall be selected and furnished by the Contractor.
- Develop a performance monitoring system to insure reliability of each temporary employee.

Unsatisfactory Personnel

The Contractor shall remove all unsatisfactory personnel immediately upon notification. Metro shall not be billed for the unsatisfactory employee's hours if notice is given to the contractor by phone or in writing within four hours after employee reports to the assignment.

Guarantee

The Contractor will guarantee that any employee provided for temporary audio visual personnel services is qualified to fill the position specified and will perform in an efficient professional manner. If the temporary audio visual personnel fail to perform in a satisfactory manner, Metro will not be changed for such services.

Response Time

The Contractor will provide the services requested within four hours when possible and in all cases within 24 hours from the time of the request. This response shall indicate whether or not the contractor can fill the request. A negative response allows Metro to seek services from an alternate source. The Contractor shall, upon request, provide written response of inability to fill a specific request for service. A positive response indicates the Contractor will fill the request but does not necessarily indicate the particular employee has been located and assigned.

Criminal History Check

Contractor shall run a background check and screen each temporary service employee before that employee will be allowed access to Metro's facility or be authorized to perform any Services under the Contract. The Contractor shall establish verification by requiring that the applicant, as a condition of employment with

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Scope of Work – Attachment A

600 NE Grand Ave., Portland, OR 97232-2736 503-797-1700

MERC Contract No. 208045

Contractor apply for and receive a criminal history check from the Oregon State Police Identification Services Section, or an appropriate State/Federal Security Agency.

Media Disclosure

The Contractor shall not provide any information to the media regarding this Price Agreement without first consulting with Metro. The Contractor shall contact Metro immediately when any media contact occurs. Metro will assist the Contractor with an appropriate follow-up response for the media.

2. Payment, Billing and Terms

For all work requiring time and a half pay under ORS279.334, Contractor shall add only the actual amount of the overtime wage to the bill rate.

The maximum price includes all fees, costs and expenses of whatever nature. Each of Metro's payments to Contractor shall equal the percentage of the work Contractor accomplished during the billing period. Contractor's billing invoices shall include the Metro contract number, Contractor name, remittance address, invoice date, invoice number, invoice amount, tax amount (if applicable), and an itemized statement of labor provided and expenses incurred during the billing period, and will not be submitted more frequently than once a month.

Contractor's billing invoices shall be sent to Metro Accounts Payable, 600 NE Grand Avenue, Portland, OR 97232-2736 or metroaccountspayable@oregonmetro.gov. The Metro contract number shall be referenced in the email subject line. Contractor's billing invoices for services through June 30 shall be submitted to Metro by July 15. Payment shall be made by Metro on a Net 30 day basis upon approval of Contractor invoice.

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Phone: (503) 517-0160 Fax: (503) 233-8494 www.showcallservices.com

Labor Rate Cut Sheet

Position	Rate	Per
Stage Hand	\$24.65	Hour
Truck Loader	\$27.65	Hour
Down Rigger	\$34.75	Hour
Up Rigger	\$45.00	Hour
Fork Operator	\$28.75	Hour
Camera Operator	\$46.50	Hour
Crew Lead/Steward	\$38.00	Hour
Runner	\$225.00	Day

All rates are inclusive of all Fee's and Tax's. All employees are covered under Workers Comp and \$ 2 Million General Liability while on the job site. A Crew Lead is required on all calls of 7 or more employees this can be a working lead for calls up to 12 anything above that he is more of a steward. This gives you someone to coordinate with and us someone to track hours, breaks and such.

All calls require a 4 hour minimum per call if there is more than a 2 hour lapse between call times it is considered a new call. All call's over 10 hours straight time should have 1 meal provided. Overtime is after 12 hours in a single work day or 40 hours in a work week. Breaks should be given in a timely manner preferably 1 after every 2.5 hours worked.

Transportation is covered within 45 minutes of our office. Any travel time beyond 45 minutes will be billed at ½ whatever the total drive time is i.e. 2 hours extra drive time will be 1 hour paid travel time as well as a mileage charge to cover the vehicle.

Per Diem will be required on any job where the employee is required to stay out of town overnight. Standard is \$35.00 per day although in some cases if it is in a city with a higher cost of living rate could be adjusted.