

185635

**CITY OF PORTLAND**  
**CONTRACT NO. 30002424**  
**AMENDMENT NO. 1**

FOR

**Promotion of Overnight Tourism and Improvement of the Lodging Business Environment**

Revenue Bureau

This Contract, made and entered into this 2nd day of November, 2011, by and between Travel Portland, hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

1. The Contract is hereby amended to add provisions to promote overnight tourism and improve the lodging business environment as required by Portland City Code 6.05, Tourism Improvement District, as passed by City Council on June 20, 2012, Ordinance No. 185443.

- a. Add the following to the contract:

WHEREAS, Portland City Council approved a Tourism Improvement District (TID) which requires any person engaged in hotel management activities of any hotel with 50 or more rooms to obtain a license and pay a fee based on an additional 2% of their taxable room rents to the City. These revenues, less the 1% administration charge by the Revenue Bureau, will be used to promote overnight tourism and improve the lodging business environment. These revenues will be forwarded to and managed by a comprehensive destination marketing organization operating in Portland, known as the Management Corporation.

WHEREAS, Travel Portland is a comprehensive destination marketing organization in Portland who receives the 1% transient lodging tax to promote convention and tourism business in Portland. The Tourism Improvement District is intended to provide supplemental funding for marketing programs above and beyond those currently provided with the existing 1% transient lodging tax. Travel Portland's contract with the City should reflect the service needs to meet the requirement of both programs.

- b. Insert the following provision as #2 under the CITY AGREES TO section and renumber the remaining sections as 3, 4, and 5 of the contract:

Pay to Travel Portland for exclusive use for the promotion of overnight tourism and improvement of the lodging business environment in the City, City Tourism Improvement District revenue from the two percent (2%) hotel management license fee assessment, including any late penalty and interest revenue imposed by Ordinance No. 185443 which established Portland City Code 6.05, less any administration costs and any refunds or credits authorized by such Ordinance.

- c. Amend the newly renumbered #3 under the CITY AGREES TO section of the contract to read as follows:

Pay the above funds each City of Portland accounting period, providing Travel Portland is not at the time of any such payment in default of any of its obligations hereunder.

- d. Amend the newly renumbered #4 under the CITY AGREES TO section of the contract to read as

follows:

Provide Travel Portland with annual revenue projections of the one percent (1%) Hotel/Motel Tax and the two percent (2%) Tourism Improvement District assessment.

e. Amend provision #2 under the TRAVEL PORTLAND AGREES TO section to read as follows:

Continue to provide, within its resources capability, adequate services and personnel to promote, solicit, procure, and service convention business and tourism, and to promote overnight tourism and improve the lodging business environment, and to submit on or before July 1<sup>st</sup> of each subsequent year of this Agreement for approval by the Mayor or the Mayor's designee, an annual budget and work program for the following fiscal year which includes goals, objectives, and specific program activities. Bi-annually, Travel Portland shall submit a two (2) year Business Plan outlying vision, mission and strategies to achieve the desired program activities and objectives. Submit quarterly reports to City Council members regarding implementation of program activities, and on contracting goals and affirmative action hiring efforts.

g. Amend provision #1 under THE PARTIES AGREE section to read as follows:

That funds paid pursuant to the Agreement shall be used exclusively for the promotion, solicitation, procurement, and service of convention business and tourism and the promotion of overnight tourism and improvement of the lodging business environment. For the funds derived from the 1% transient lodging tax, pursuant to Section 7-113 of the Portland City Charter, the Council directs and Travel Portland agrees that such activities shall achieve a reasonable balance in allocation of City revenues among visitor services, tourism, and convention business.

2. All other terms and conditions remain unchanged.

**Travel Portland**

BY:

\_\_\_\_\_  
Jeff Miller, Executive Director

\_\_\_\_\_  
Date

Address: 1000 SW Broadway, #2300  
Portland, OR 97205  
Telephone No.: 503-275-9797  
Fax No: 503-275-9284  
Email: jmillier@travelporland.com

**CITY OF PORTLAND**

BY:

\_\_\_\_\_  
Christine Moody, Chief Procurement Officer

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

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BY:

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Jeff Miller, Executive Director

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Date

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Portland, OR 97205  
Telephone No.: 503-275-9797  
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Email: jmillier@travelporland.com

**CITY OF PORTLAND**

BY:

\_\_\_\_\_  
Christine Moody, Chief Procurement Officer

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY