AGREEMENT NO. 30005175

This Agreement ("Agreement") is between the CITY OF PORTLAND, OREGON (the "CITY"), a municipal corporation of the State of Oregon, and TRAVEL PORTLAND ("TRAVEL PORTLAND"), a non-profit Oregon corporation. This Agreement may refer to CITY and TRAVEL PORTLAND individually as a "Party" or jointly as the "Parties."

RECITALS:

- A. Convention business and tourism are substantial contributors to a healthy economy in the City of Portland. Successful efforts to secure convention and tourism business result in increased business license tax and transient lodging tax revenues for the city.
- B. In 1978, Portland voters approved an amendment to Section 7-113, Transient Lodgings Tax, of the Charter of the City of Portland to add a tax of one percent (1%) to the transient lodgings tax for the promotion of convention and tourism in the city.
- C. Section 7-113 directs the CITY to negotiate a contract with a non-profit corporation or with non-profit corporations whose primary purpose during the term of the contract is the promotion, solicitation, procurement, and service of convention and tourism in the city.
- D. TRAVEL PORTLAND is a non-profit corporation organized for the primary purpose of promotion, solicitation, procurement, and service of convention business and tourism for the City of Portland.
- E. The promotion of convention business and tourism is a highly specialized service requiring significant expertise and needing the confidence of participating local businesses. TRAVEL PORTLAND has demonstrated their expertise in these areas.
- F. TRAVEL PORTLAND has been recommended by the persons subject to the tax imposed pursuant to Section 7-113 as the non-profit corporation to contract with the city and has the support of local hospitality businesses and organizations.
- G. On June 20, 2012, City Council approved City Code Chapter 6.05, Tourism Improvement District, which requires hotels with 50 or more rooms to pay 2% of their taxable room rents to CITY. These revenues are to be used to promote overnight tourism and improve the lodging business environment.
- H. The Tourism Improvement District is intended to provide supplemental funding for marketing programs above and beyond those provided by the 1% Transient Lodgings Tax specified in Charter Section 7-11.
- I. Chapter 6.05 directs that the Tourism Improvement District revenues be forwarded to and managed by a comprehensive destination marketing organization operating in Portland as an incorporated nonprofit organization.

- J. TRAVEL PORTLAND is an incorporated nonprofit organization and a comprehensive destination marketing organization operating in Portland.
- K. The CITY has determined that services provided by TRAVEL PORTLAND to fulfill the requirements of the City Charter and City Code referenced above, are in the public interest, will be for a public purpose and for the benefit of the city.
- L. The CITY's goals for TRAVEL PORTLAND's efforts under this Agreement include seeking opportunities to maximize the return to the local economy from public expenditures for tourism and convention marketing; ensuring the benefits of visitor expenditures and return on investments go to all members of the industry, including non-TRAVEL PORTLAND members, and women-owned, minority-owned and emerging small businesses; and continuing to improve customer satisfaction with the delivery of government supported programs.
- M. TRAVEL PORTLAND's efforts under this Agreement will be assessed and reported as described in this Agreement and in its Attachment 1, Performance Measures.

AGREED:

Pursuant to the above RECITALS, which are fully incorporated into this Agreement, the CITY and TRAVEL PORTLAND agree to the following:

I. CITY AGREES TO:

- A. Pay to TRAVEL PORTLAND, CITY tax revenue from the one percent (1%) Transient Lodgings Tax imposed by City Charter Section 7-113 (2) and City Code Section 6.04.020, including any late penalty and interest revenue imposed by Chapter 6.04, less any refunds or credits authorized by City Code Chapter 6.04, less half of the expenses or costs incurred by the Revenue Division to administer the Transient Lodging Tax program and any additional costs applied by the City Council to administer these funds, including but not limited to General Fund Overhead, Enterprise Business System costs, and any future citywide charges that are passed through to separate funds such as the Convention and Tourism Fund. Funds paid to TRAVEL PORTLAND under this section are to be used exclusively for the promotion, solicitation, procurement, and service of convention business and tourism in the City of Portland.
- B. Pay to TRAVEL PORTLAND, CITY fee revenue from the two percent (2%) Tourism Improvement District assessment imposed by City Code Section 6.05.060, including any late penalty and interest revenue imposed by Chapter 6.05, less any refunds or credits authorized by Chapter 6.05, less an administration fee equal to one and one-quarter percent (1.25%) of total fee revenue collected. Funds paid to TRAVEL PORTLAND under this section are to be used exclusively for the promotion of overnight tourism and improvement of the lodging business environment in the City of Portland.

- C. Pay the above funds each CITY accounting period, providing TRAVEL PORTLAND is not at the time of any such payment in default of any of its obligations under this Agreement.
- D. Provide TRAVEL PORTLAND with annual revenue projections of the one percent (1%) Transient Lodgings Tax and the two percent (2%) Tourism Improvement District assessment.
- E. Provide an Agreement Fiscal Manager from the CITY's Revenue Division to facilitate the preparation and maintenance of budgeting by TRAVEL PORTLAND under this Agreement, and technical advice if requested.
- F. Provide an Agreement Program Manager from the CITY's Spectator Venues Program to facilitate and support TRAVEL PORTLAND's efforts and reporting under this Agreement.

II. TRAVEL PORTLAND AGREES TO:

- A. Undertake efforts, activities, and programs, which are consistent with City Charter Section 7-113 and City Code Chapter 6.05, to achieve the objectives set out in Attachment 1, Performance Measures, and to report on the extent to which the CITY's goals for TRAVEL PORTLAND are being realized.
- B. Provide, within its resource 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.
- C. Submit, on or before June 1st of every even numbered year during the term of this Agreement, to the Mayor or the Mayor's designee, with a copy to CITY Program Manager, a two (2) year Strategic Plan outlining organizational vision, mission, and goals, a program of activities to achieve the objectives described in the plan and the performance measures contained in Attachment 1, and a budget allocating resources for each of the following two (2) fiscal years (July 1 through June 30).
- D. Submit, on or before June 1st of each odd numbered year during the term of this Agreement, to Mayor or the Mayor's designee, with a copy to CITY Program Manager, an updated budget for the following fiscal year (July 1 through June 30).
- E. Submit to City Council members, with a copy to CITY Program Manager, quarterly reports summarizing implementation of program activities to address objectives described in Strategic Plan and Attachment 1, Performance Measures.
- F. On request of CITY Program Manager, submit such other forms or materials that are submitted to TRAVEL PORTLAND's Board of Directors.
- G. Maintain certification as an EEO Affirmative Action Employer as provided for in Chapter 5.33.076 of the Code of the City of Portland for the duration of this Agreement. TRAVEL PORTLAND further agrees to complete an updated EEO-AA implementation plan if requested by the CITY.

H. Report to City Council, at least once in each year during the term of this Agreement, on efforts to meet the performance measures contained in Attachment 1, work program implementation, contracting with minority, women, and emerging small businesses (M/W/ESB), equal employment status, and fiscal matters related to this Agreement.

III. GENERAL PROVISIONS

- A. <u>Term of Agreement.</u> The Effective Date of this Agreement shall be July 1, 2016. This Agreement shall terminate on June 30, 2021, unless otherwise terminated early as provided in this Agreement.
- B. <u>Travel Portland Representative:</u> TRAVEL PORTLAND's authorized representative for this Agreement is Jeff Miller, President, or such other person as may be designated by TRAVEL PORTLAND through its Board of Directors in writing.
- C. <u>City Agreement Managers</u>: The CITY's Program Manager for this Agreement is Susan Hartnett, Spectator Facilities and Development Manager, or such other person as may be designated by the CITY's Chief Administrative Officer in writing. The Fiscal Manager for this Agreement is Terri Williams, Tax Division Manager, or such other person as may be designated by the CITY's Chief Financial Officer in writing.
- D. Oversight: The City's Chief Administrative Officer shall have administrative oversight responsibility for this Agreement and may initiate or implement any CITY action or approval described herein unless otherwise noted. Approval of this Agreement and specific actions under this Agreement, as noted, require City Council action.
- E. Program and Fiscal Monitoring: The Program Manager and Fiscal Manager will monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but is not limited to, on site visits, telephone interviews and review of required reports, and will cover both programmatic and fiscal aspects of the Agreement. The frequency and level of monitoring will be determined by the Program Manager and Fiscal Manager. Notwithstanding such monitoring or lack thereof, TRAVEL PORTLAND remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- F. Exclusive Use of Funds. Consistent with City Charter Section 7-113 and City Code Chapter 6.05, TRAVEL PORTLAND shall use funds paid pursuant to this Agreement exclusively for the promotion, solicitation, procurement, and service of convention business and tourism, for the promotion of overnight tourism, and for improvement of the lodging business environment. For the funds paid pursuant to Section 7-113 of the Portland City Charter, TRAVEL PORTLAND shall achieve a reasonable balance in allocation of CITY revenues among visitor services, tourism, and convention business efforts and activities.

- G. <u>Publicity</u>: Nothing in this Agreement implies CITY's endorsement or support of the viewpoints expressed by TRAVEL PORTLAND. CITY reserves the right to request TRAVEL PORTLAND clarify CITY's disassociation or non-endorsement of TRAVEL PORTLAND's viewpoints.
- H. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if TRAVEL PORTLAND uses funds provided to them under this Agreement outside of the scope of this Agreement, or if TRAVEL PORTLAND fails to comply with any other term or condition or to perform any obligations under this Agreement within sixty (60) days after written notice of termination from CITY. If the breach is of such nature that it cannot be completely remedied within the sixty (60) day cure period, TRAVEL PORTLAND shall commence cure within the sixty (60) days, notify CITY of TRAVEL PORTLAND's steps for cure and an estimated time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from CITY for a reasonable extension of the cure period.
- I. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional funds notwithstanding any payment schedule indicated in this Agreement. Unless otherwise agreed to by CITY in writing, TRAVEL PORTLAND shall not perform services or take actions that would require CITY to pay additional funds to TRAVEL PORTLAND during or beyond the cure period. TRAVEL PORTLAND shall not spend unused funds and such unused funds shall be deemed held in trust for CITY, unless the CITY agrees in writing to alternative arrangements. TRAVEL PORTLAND shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
- J. Termination for Cause. Termination for cause based on TRAVEL PORTLAND's misuse of funds shall be effective upon written notice of termination, which notice will require City Council approval. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the sixty (60) day cure period unless a written extension of cure period is granted by CITY. TRAVEL PORTLAND shall return all funds that had not been expended as of the effective date of the termination unless the CITY agrees in writing to alternative arrangements. All finished or unfinished work products prepared by TRAVEL PORTLAND under this Agreement shall, at the option of CITY, become the property of CITY; and TRAVEL PORTLAND may be entitled to receive just and equitable compensation for any satisfactory work completed on such work product up until the time of notice of termination, in a sum not to exceed the funds already expended.
- K. <u>Penalty for Termination for Cause</u>. If this Agreement is terminated for cause, CITY, at its sole discretion and through its City Council, may seek repayment of any or all funds tendered under this Agreement in the prior 12 month period, and decline to approve or award future funding requests to TRAVEL PORTLAND.
- L. <u>Termination by Agreement or for Convenience of City</u>. CITY and TRAVEL

PORTLAND may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY, through its City Council, may, upon ninety (90) days written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, unless the Parties agree otherwise, TRAVEL PORTLAND shall return any funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, TRAVEL PORTLAND shall finish any work and services covered by any funds already paid and shall not commence any new work or services which would require payment from any unused funds.

- M. <u>Changes in Anticipated Services</u>. If, for any reason, TRAVEL PORTLAND's anticipated services or actions are terminated, discontinued or interrupted, CITY may, through its City Council, terminate, suspend or reduce payment of funds. TRAVEL PORTLAND shall immediately refund to CITY any unexpended funds received by TRAVEL PORTLAND.
- N. <u>Amendment</u>. The City's Chief Administrative Officer, or his designee, is authorized to execute amendments to the scope of the services, performance measures or the terms and conditions of this Agreement, provided that the changes do not increase CITY's financial obligations or risks. Amendments to this Agreement must be in writing and executed by the authorized representatives of the Parties and approved as to form by the City Attorney.
- Non-discrimination; Civil Rights. TRAVEL PORTLAND shall comply with O. nondiscrimination, civil rights and equal employment opportunity and rehabilitation provisions under applicable federal, state and local laws, including but not limited to: Civil Rights Act of 1964; Rehabilitation Act of 1973; Genetic Information Nondiscrimination Act of 2008; Age Discrimination in Employment Act; the American with Disabilities Act and amendments thereof; ORS Chapters 659 and 659A; and Portland City Code Title 23. TRAVEL PORTLAND shall not discriminate in the provision of its services to the public or in its employment practices because of race, color, religion, sex, age, disability, familial status, sexual orientation, national origin or other protected status. Employment practices include but are not be limited to: hiring, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. TRAVEL PORTLAND shall incorporate the requirements of this paragraph in all of other agreements for work related to this Agreement, except agreements governed by Section 104 of Executive Order 11246 shall comply with the requirements of the Executive Order and relevant federal regulations.
- P. <u>Maintenance of and Access to Records</u>. TRAVEL PORTLAND shall keep accurate records and accounts of funds allocated to it by CITY in such manner that these accounts and records are separate and identifiable from all other accounts. TRAVEL PORTLAND shall maintain all books, general organizational and administrative information, documents, papers, and records of TRAVEL PORTLAND that are related to this Agreement or TRAVEL PORTLAND's

- performance of work or services, for four (4) years after CITY makes final payment or the termination date of this Agreement, whichever is later. TRAVEL PORTLAND shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- Q. <u>Audit</u>. CITY may conduct financial or performance audit of the billings and services under this Agreement or TRAVEL PORTLAND records at any time in the course of this Agreement and during the four (4) year period established above. As applicable, audits will be conducted in accordance with generally accepted auditing standards as promulgated in *Government Auditing Standards* by the Comptroller General of the United States General Accounting Office. If an audit discloses that payments to TRAVEL PORTLAND exceeded the amount to which TRAVEL PORTLAND was entitled, then TRAVEL PORTLAND shall repay the amount of the excess to CITY.
- R. <u>Indemnification</u>. TRAVEL PORTLAND shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of TRAVEL PORTLAND and/or its contractors in the performance of this Agreement. This duty shall survive the expiration or termination of this Agreement.
- S. <u>Insurance</u>. TRAVEL PORTLAND shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. CITY reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.
 - Workers' Compensation Insurance. TRAVEL PORTLAND, its
 contractors, and all employers working under this Agreement shall comply
 with ORS Chapter 656 and as it may be amended from time to time.
 Unless exempt under ORS Chapter 656, TRAVEL PORTLAND, its
 contractors and any employers working under this Agreement shall
 maintain coverage for all subject workers.
 - 2. <u>Commercial General Liability Insurance</u>: TRAVEL PORTLAND shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000, and aggregate limit of not less than \$2,000,000.
 - 3. <u>Automobile Liability Insurance</u>: TRAVEL PORTLAND shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

- 4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be shall be without prejudice to coverage otherwise existing, and shall name the City of Portland and its bureaus/divisions, officers, agents and employees as Additional Insureds, with respect to the TRAVEL PORTLAND's or its contractor's activities to be performed or services to be provided. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
- 5. Continuous Coverage; Notice of Cancellation: TRAVEL PORTLAND shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits, or non-renewal of coverage without thirty (30) days written notice from TRAVEL PORTLAND to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, TRAVEL PORTLAND shall immediately notify CITY Program Manager and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
- 6. Certificate(s) of Insurance: TRAVEL PORTLAND shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable endorsements, to CITY Program Manager at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required.
- T. Contractors; Non-Assignment. If TRAVEL PORTLAND utilizes contractors to complete its work under this Agreement, in whole or in part, TRAVEL PORTLAND shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Agreement as specified in this Agreement. However, TRAVEL PORTLAND shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to TRAVEL PORTLAND hereunder. This Agreement shall not be assigned or transferred in whole or in part or any right or obligation hereunder, without prior written approval of CITY.

- U. <u>Independent Contractor Status</u>. TRAVEL PORTLAND, its contractors, and employees are not employees of CITY and are not eligible for any benefits through CITY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- V. <u>Conflict of Interest</u>. No CITY officer or employee, during his or her tenure or for two (2) year thereafter, shall have any interest, direct or indirect, in Agreement or the proceeds thereof. CITY officers or employees who selected TRAVEL PORTLAND, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from TRAVEL PORTLAND or be employed by TRAVEL PORTLAND during the term of the Agreement, unless waiver is obtained from CITY in writing.
- W. <u>Oregon Law and Forum</u>. This Agreement shall be construed according to the laws of the State of Oregon without regard to principles of conflicts of law. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County Circuit Court or the United States District Court for the State of Oregon.
- X. <u>Compliance with Law</u>. TRAVEL PORTLAND and all persons performing work under this Agreement shall comply with all applicable federal, state, and local laws and regulations, including reporting to and payment of all applicable federal, state and local taxes and filing of business license. TRAVEL PORTLAND shall maintain its nonprofit and tax exempt status during this Agreement.
- Y. <u>Independent Financial Audits/Reviews</u>. TRAVEL PORTLAND shall submit to the CITY Program Manager on or before November 1, of each year of this Agreement two copies of an audited financial statement which includes TRAVEL PORTLAND's expenditures of CITY funds allocated and paid to it during the preceding fiscal year.
- Z. <u>Severability</u>. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- AA. Merger. This Agreement contains the entire agreement between the Parties and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein.
- BB. <u>Third Party Beneficiaries</u>. There are no third party beneficiaries to this Agreement and this Agreement may only be enforced by the Parties.
- CC. <u>Electronic Transaction; Counterparts</u>. The Parties agree that they may conduct this transaction, including any amendments, by electronic means, including the use of electronic signatures. This Agreement, and any amendment, may be executed in any number of counterparts, each of which shall be deemed an

original, but all of which together shall constitute a single instrument.

DD. Notices: A notice or communication under this Agreement by a Party to another Party shall be sufficiently given or delivered if sent with all applicable postage or delivery charges prepaid by: (a) personal delivery; (b) sending a confirmed e-mail copy (either by automatic electronic confirmation or by affidavit of the sender) directed to the e-mail address of the Party set forth below; (c) registered or certified U.S. mail, return receipt requested; or (d) delivery service or "overnight delivery" service that provides a written confirmation of delivery, each addressed to a Party as follows:

If to CITY:

City of Portland

1120 S.W. Fifth Avenue, 12th Floor

Portland, Oregon 97204

Attn: Chief Administrative Officer Confirmation No.: 503-823-5288

with copies to:

City of Portland

1120 S.W. Fifth Avenue, 12th Floor

Portland, Oregon 97204

Attn: Spectator Facilities and Development Manager

E-Mail:susan.hartnett@portlandoregon.gov

Confirmation No.: 503-823-6958

If to TRAVEL PORTLAND:

Travel Portland

1000 SW Broadway, Suite 2300

Portland, Oregon 97205 Attn: Jeff Miller, President

E-Mail: jmiller@travelportland.com Confirmation No.: 503-275-9797

with copies to:

Travel Portland

1000 SW Broadway, Suite 2300

Portland, Oregon 97205

Attn: Brian Doran, Executive Vice-President

E-Mail: BDoran@TravelPortland.com Confirmation No.: 503-275-9775

Each party may, by notice to the other party, specify a different address or confirmation number for subsequent notice purposes. Notices may be sent by counsel for a party. Notice shall be deemed effective on the earlier of actual delivery or refusal of a party to accept delivery; provided that notices delivered by e-mail shall not be deemed effective unless simultaneously transmitted by another means allowed under this section. For a notice to be effective, the copied persons must also be given notice.

IN WITNESS WHEREOF, the Parties have executed this Amendment, which shall be effective as of the Effective Date.

CITY OF PORTLAND	TRAVEL PORTLAND	
Mayor Charlie Hales	Jeff Miller, President	
Date	Date	
Approved as to Form APPROVED AS TO FORM		
City Attorney ATTORNEY	5-23-/6 Date	

Agreement No.

Attachment 1: Performance Measures

Travel Portland shall produce a quarterly report to the Mayor and appointed Council Liaison that addresses the following objectives:

OBJECTIVE #1: MAINTAIN A HIGH LEVEL OF EFFECTIVENESS.

To aid in assessing Travel Portland's overall effectiveness:

A) Calculate the **return on investment** (ROI) for Travel Portland convention sales and marketing programs utilizing the Destination Marketing Association International MINT Economic Impact Calculator. MINT is the industry standard used in forecasting the economic impact of meetings and conventions. **Effectiveness ROI Goal: \$25.00 to \$1.00**

OBJECTIVE #2: REPORT THE HEALTH OF THE MARKET USING THIRD PARTY RESOURCES.

Report the following measures (data sources may change):

- A) **Hotel Demand** compare Portland market to competitive markets and to past Portland historical demand Smith Travel Research
- B) Intent to Travel for both National and Regional Markets MMGY Reports.
- C) **Ad Accountability** report incremental visitation and market spend based on Travel Portland sales/marketing programs.

OBJECTIVE #3: MEASURE PERFORMANCE OF SALES ACTIVITY.

To assess the effectiveness of marketing and convention sales activity as recommended by Destination Marking Association International, Travel Portland will:

- A) **Monitor and track lost opportunities**, including reasons for lost opportunity, estimate of lost room nights, estimate of lost attendance and estimate of lost economic impact.
- B) Monitor and track cancellations including number of cancellations, reason for cancellations, estimate of room nights cancelled, estimate of cancelled attendance, and estimate of cancelled economic impact.

OBJECTIVE #4: REPORT TOURISM PROMOTION & SALES ACTIVITY.

In order to measure the effectiveness of efforts to increase international and domestic travel to Portland, Travel Portland will measure the number of published tour operator itineraries that include Portland. Specifically Travel Portland will report on:

- A) **Published Itineraries -** Track and report placements for current and prior year in domestic and international published itineraries.
- B) **Economic Impact** Report estimated economic impact from tour operator bookings for current and prior year. The National Tourism Association establishes a 2014 economic impact factor (EEI) of \$214 in expenditures per person/per day. This number will be updated annually.

OBJECTIVE #5: MEASURE INDUSTRY AWARENESS OF AND PARTICIPATION IN TRAVEL PORTLAND PROGRAMS.

In order to gage industry awareness of and participation in Travel Portland programs, Travel Portland will:

- A) Conduct a biennial survey (in even numbered fiscal years) of visitor industry businesses and leaders to **gauge knowledge and enthusiasm** for Travel Portland programs.
- B) Continue its programs to **ensure broad representation** from Multnomah, Clackamas, and Washington Counties in each of the following categories: accommodations, dining, transportation, attractions/activities, retail and services.
- C) Continue its programs to ensure broad ethnic diversity within its membership.
- D) Continue to work with the State and Multnomah, Washington and Clackamas counties in pursuit of **cooperative marketing opportunities**.

OBJECTIVE #6: MEASURE POSTIVE MEDIA PLACEMENT.

Travel Portland will work to secure positive editorial placement in both national and international media. Travel Portland will identify an earned media value for each clip based on standard PR industry ad equivalency rates. The **return on investment** (ROI) will be calculated based on total Earned Media Value divided by Direct Cost. **Media Placement ROI Goal:** \$25.00 to \$1

In addition, Travel Portland will:

- A) Track and report circulation of placements.
- B) Track and report key message resonation.
- C) Track and report coverage analysis for domestic and international markets.

OBJECTIVE #7: MEASURE CUSTOMER SATISFACTION.

To measure customer satisfaction, Travel Portland will:

- A) Conduct a **minimum of 6 surveys per year** of meeting planners, local chapters of convention-going organizations, and/or conventioneers to gauge customer satisfaction with regards to Travel Portland's performance in assisting these groups in soliciting, planning and servicing their conventions.
- B) Travel Portland will maintain a **current business plan** that will include performance measurements and return on investment information in all program areas.

OBJECTIVE #8: PROMOTE ETHNIC MINORITY TOURISM AND CONVENTIONS.

- A) Travel Portland will **maintain its level of minority partners** to ensure that Portland's ethnic minority enterprises and organizations are tapped into the local tourism and convention industry and to maximize marketing and servicing of ethnic minority conventions and tourism.
- B) Support **educational and training activities** that help minority enterprises and organizations understand how to leverage tourism opportunities for success.