

AGREEMENT NO.

As authorized by Ordinance # _____, 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”), an Oregon non-profit 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 and metro region. Successful efforts to secure convention and tourism business result in increased business license tax and transient lodging tax revenues for the city.
- B. The devastating impacts on the travel and tourism industry from the coronavirus global pandemic and subsequent reputational damage call for strategic investments in marketing, promotion and other activities aimed at sustained recovery over the next five to ten years.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. On June 20, 2012, City Council approved City Code Chapter 6.05, Tourism Improvement District, and amended these regulations in 2016, 2018, 2021 and 2024, to require hotels and short-term rental operators using booking platforms to pay 3% of their taxable room rents to the CITY.
- I. The Tourism Improvement District (TID) is intended to provide supplemental funding to promote overnight tourism and improve the lodging business

environment and for marketing programs above and beyond those provided by the 1% Transient Lodgings Tax specified in Charter Section 7-11, including for investment in promotional programs and efforts critically important to the recovery of jobs, business activity, and transient lodging tax revenues as the industry continues to recover from the various economic impacts since 2020.

- J. 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.
- K. TRAVEL PORTLAND is an Oregon nonprofit corporation and a comprehensive destination marketing organization operating in Portland.
- L. 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.
- M. 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.
- N. 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, and in consideration of mutual promises and covenants contained herein, 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, 1) including any late penalty and interest revenue imposed by Chapter 6.04, 2) less any refunds or credits authorized by City Code Chapter 6.04, 3) less half of the expenses or costs incurred by the Revenue Division to administer the Transient Lodging Tax program, 4) any additional costs applied by the City Council to administer these funds, including but not limited to General Fund Overhead, and 5) any citywide charges that are passed through to separate funds such as the ITS Cost Recovery allocation. 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 three percent (3%) Tourism Improvement District assessment imposed by City Code Section 6.05.060, as such percentage may be adjusted in the future, 1) including any late penalty and interest revenue imposed by Chapter 6.05, 2) less any refunds or credits authorized by Chapter 6.05, 3) less an administration fee equal to one and one-quarter percent (1.25%) of total fee revenue collected, and 4) the ITS Cost Recovery allocation applied to the TID Fund. Funds paid to TRAVEL PORTLAND under this section are to be used for the promotion of overnight tourism and improvement of the lodging and hospitality 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 three percent (3%) Tourism Improvement District assessment.
- E. On a quarterly basis, by the 25th day of the month following the end of the quarter, provide data collected by the Revenue Division, or the results of analysis of such data, to assist and support TRAVEL PORTLAND'S reporting requirements under this Agreement, provided that such data is available and does not violate the Revenue Division's confidentiality provisions as determined by the Revenue Division in its sole discretion. Specifically, to the extent possible, the Revenue Division will provide data on collections aggregated by sub-geography of the City determined by groups of zip codes.
- F. Provide staff resources from the Portland Events and Film Office to undertake and perform tasks as follows:
 - 1. Within sixty (60) days of the execution of this Agreement, provide to TRAVEL PORTLAND for review, a work program detailing the proposed uses for the TRAVEL PORTLAND funds to the Portland Events and Film Office during the first year of this Agreement.
 - 2. During the later four (4) years of this Agreement, to provide no later than May 1 to TRAVEL PORTLAND for review, a work program detailing the proposed uses for the TRAVEL PORTLAND funds to the Portland Events and Film Office in the next fiscal year.
 - 3. To actively maintain and update as needed the principles of diversity, equity and inclusion in all of its activities including its program of work, its marketing and promotional programs, services and activities, and all other aspects of its business efforts.
 - 4. Within ninety (90) days of the execution of this Agreement, provide to TRAVEL PORTLAND for review, the performance measures and

benchmarks described in Section II.D.4.

5. Provide quarterly data and other information needed to measure and assess results using the performance measures and benchmarks.
- G. 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.
- H. 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 programs, services, and activities, 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 and hospitality business environment.
- C. Maintain a position on the Travel Portland Board of Directors to be filled by the Mayor or other City Council member appointed by the Mayor.
- D. For as long as the 3% TID is in effect, TRAVEL PORTLAND shall negotiate in good faith a contract with Prosper Portland, or other City of Portland bureau, division, or other administrative unit that houses the Portland Events and Film Office, that will provide annual support to the Portland Events and Film Office subject to the following:
 1. Beginning in the first year of this Agreement, the amount of the Portland Events and Film Office support shall be Five Hundred Thousand Dollars (\$500,000) and the amount will be escalated annually on a date stated in the contract by CPI, except as provided in Section II.D.7 below.
 2. These funds will be used exclusively to enhance the Portland Events and Film Office’s efforts to attract and book television, film and video productions that generate overnight stays at local hotels.
 3. These funds are additive to, and will not be used to substitute for, other CITY resources allocated to support the Portland Events and Film Office. No more than 25% of the annual amount of these funds may be used to pay costs stemming from Portland Events and Film Office staffing, including but not limited to salary and benefits, or for basic overhead expenses. A minimum of 25% of the annual amount of these funds shall be used to fund events that create overnight stays in hotels and short term

rentals by visitors who reside more than fifty (50) miles from Portland.

4. Satisfactory performance measures and benchmarks, which incorporate the principles of diversity, equity and inclusion and include requirements and methods for measuring the room nights generated by all events and productions, are developed by the Portland Events and Film Office and approved by TRAVEL PORTLAND, against which outcomes will be assessed during the term of the contract.
 5. During each year of this Agreement, TRAVEL PORTLAND will make two equal payments to the Portland Events and Film Office, the first on or before December 31st and the second, on or before June 30th.
 6. “CPI” means the Consumer Price Index, Urban, All Consumers, West Region – Size Class A, or any successor index, as issued by the U.S. Department of Labor, Bureau of Labor Statistics.” “Escalated” means an annual increase to a stated amount based on the percent change in the CPI between the second half of the prior calendar year compared to the second half of the year immediately preceding the prior calendar year. If the calculation described above is a negative number, Escalation for that Fiscal Year will be zero and the same amount disbursed the prior Fiscal Year will be disbursed in the next Fiscal Year for Escalated allocations.
 7. If, in any given quarter, TID revenues, as measured year over year, decrease, TRAVEL PORTLAND, in its sole discretion, shall have the right to require that Prosper Portland enter into contract negotiations which may result in a reduction to the financial support for the Portland Events and Film Office, including elimination or rolling back CPI escalation. If, in any given quarter, TID revenues, as measured year over year, decrease by 5% or more, TRAVEL PORTLAND and Prosper Portland shall enter into contract negotiations within 30 days to reduce the financial support for the Portland Events and Film Office.
- E. 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 Agreement Program Manager, a two (2) year Strategic Plan outlining 1) organizational vision, mission, and goals, 2) a program of activities to achieve the objectives described in the plan and the performance measures contained in Attachment 1, and 3) a budget allocating resources for each of the following two (2) fiscal years (July 1 through June 30). For Fiscal Year 2025-26, the Strategic Plan submitted on June 1, 2024 will be utilized.
- F. 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).
- G. Submit to City Council members, with a copy to CITY Agreement Program Manager, quarterly reports summarizing implementation of program activities

that address objectives described in the Strategic Plan and Attachment 1, Performance Measures.

- H. On request of the CITY Agreement Program Manager, submit such other forms or materials that are submitted to TRAVEL PORTLAND's Board of Directors.
- I. TRAVEL PORTLAND will incorporate the principles of diversity, equity, and inclusion in all of its activities including its Strategic Plan, its marketing and promotional programs, services and activities, and all other aspects of its business efforts. TRAVEL PORTLAND will include programs, services and activities that seek to expand the opportunities for local minority enterprises and organizations to connect with and benefit from the tourism and convention industries.
- J. 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 (COBID), equal employment status, and fiscal matters related to this Agreement.

III. GENERAL AND ADMINISTRATIVE PROVISIONS

- A. Term of Agreement. The Effective Date of this Agreement shall be July 1, 2024. This Agreement shall terminate on June 30, 2029, unless otherwise terminated early as provided in this Agreement.
- B. Travel Portland Representative: 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. City Agreement Managers: The CITY's Agreement Program Manager for this Agreement is Karl Lisle, Spectator Venues and Visitor Activities Manager, or such other person as may be designated by the CITY's Chief Administrative Officer, or successor position as may be defined in Portland City Code, in writing. The CITY's Fiscal Manager for this Agreement is Scott Karter, Tax Division Manager, or such other person as may be designated by the CITY's Chief Financial Officer in writing.
- D. Travel Portland Agreement Managers: TRAVEL PORTLAND'S Program Manager for this Agreement shall be Jeff Miller, President and CEO, or other such person as may be designated by the Travel Portland Board of Director's in writing. TRAVEL PORTLAND'S Fiscal Manager for this Agreement shall be Yang Yang, Chief Financial Officer, or other such person as may be designated by the Travel Portland' President and CEO.
- E. Oversight: The City's Chief Administrative Officer, or successor position as may be defined in Portland City Code or as may be determined by Portland City Council, 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.

- F. Program and Fiscal Monitoring: The Agreement Program Manager and Agreement Fiscal Manager will monitor the Agreement 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.
- G. Payment and Overpayment: The CITY makes payments via electronic fund transfers through the Automated Clearing House (ACH) network. To initiate payment of invoices, TRAVEL PORTLAND shall execute the CITY's standard ACH Vendor Payment Authorization Agreement. Upon verification of the data provided, the ACH Vendor Payment Authorization Agreement will authorize the CITY to deposit payment directly into specified Contractor accounts with specified financial institutions. All payments shall be made in United States currency. If an audit discloses that payments to TRAVEL PORTLAND were in excess of the amount to which TRAVEL PORTLAND was entitled, then TRAVEL PORTLAND shall repay the amount of the excess to the CITY.
- H. Exclusive Use of Funds: Consistent with City Charter Section 7-113 TRAVEL PORTLAND shall use funds paid pursuant to Section I. A of this Agreement exclusively for the promotion, solicitation, procurement, and service of convention business and tourism, and shall achieve a reasonable balance in the allocation of CITY revenues among visitor services, tourism, and convention business efforts and activities. Consistent with City Code Chapter 6.05, TRAVEL PORTLAND shall use funds paid pursuant to Section I. B of this Agreement for programs that promote of overnight tourism and improve the lodging and hospitality business environment.
- I. Publicity: TRAVEL PORTLAND and CITY shall collaborate on media releases and other publicity as appropriate to highlight efforts of mutual interest and benefit. TRAVEL PORTLAND shall not use the City seal or other representations of the City in its external advertising, marketing, website, or other promotional efforts, nor shall TRAVEL PORTLAND issue any news release or public announcements pertaining to this Agreement without the express written approval of the CITY. Such approval may be withheld in the CITY's sole discretion. TRAVEL PORTLAND shall not use the City seal without specific written permission from the City Auditor. 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.
- J. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if 1) TRAVEL PORTLAND uses funds provided

to them under this Agreement outside of the scope of this Agreement, or if 2) 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.

- K. 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.
- L. Termination for Cause; Timing. Termination for cause based on TRAVEL PORTLAND's material breach 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.
- M. Penalty for Termination for Cause. 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.
- N. Waiver: No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement. The failure of either Party to insist upon any of its rights under this Agreement upon one or more occasions, or to exercise any of its rights, shall not be deemed a waiver of such rights on any subsequent occasions.
- O. Termination by Agreement or for Convenience of City. 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.

- P. Bankruptcy: The CITY may terminate this Agreement if TRAVEL PORTLAND: (a) becomes insolvent, makes a general assignment for the benefit of creditors; (b) suffers or permits the appointment of a receiver for its business or assets; (c) becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, and such proceeding has not been dismissed within a sixty (60) day period; or (d) has wound up or liquidated, voluntarily or otherwise.
- Q. Changes in Anticipated Services. 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.
- R. Amendment. Any changes to the provisions of this Agreement shall be in the form of an Amendment. No provision of this Agreement may be amended unless such Amendment is approved as to form by the City Attorney and executed in writing by authorized representatives of the Parties. The City's Chief Administrative Officer, or another person designated by the Chief Administrative Officer in writing, is authorized to execute administrative amendments to this Agreement including amendments to the scope of services, performance measures or the terms and conditions of this Agreement, provided that such changes do not increase CITY's financial obligations or risks or affect the substantive rights of the Parties. All other amendments require approve by City Council.
- S. Non-discrimination; Civil Rights. TRAVEL PORTLAND shall comply with 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.

TRAVEL PORTLAND shall 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 and complete an updated EEO-AA implementation plan if requested by the CITY.

- T. Maintenance of and Access to Records. 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 and in accordance with Generally Accepted Accounting Principles (GAAP). 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 six (6) years after CITY makes final payment or the termination date of this Agreement or until the resolution of all audit questions or claims, whichever is later. TRAVEL PORTLAND shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- U. Audit. CITY, either directly or through a designated representative, 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 six (6) year period established in Section P 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.
- V. Indemnification. 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.
- W. Insurance. TRAVEL PORTLAND shall obtain and maintain in full force at its own 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.
1. 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. Commercial General Liability Insurance: 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 \$2,000,000.
3. Automobile Liability Insurance: TRAVEL PORTLAND shall have automobile liability insurance with coverage of not less than \$2,000,000 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 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.

- X. 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.
- Y. Independent Contractor Status. 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. TRAVEL PORTLAND is independent of the CITY and, accordingly, this Agreement is not entered into as a joint venture, partnership, or agency between the Parties.
- Z. Conflict of Interest. 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.
- AA. Oregon Law and Forum. 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.
- BB. Compliance with Law. 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.
- CC. Independent Financial Audits/Reviews. 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.

- DD. Severability. 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.
- EE. 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.
- FF. Third Party Beneficiaries. This Agreement is entered into for the benefit of the CITY and TRAVEL PORTLAND. Except as set forth herein, nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a Party to this Contract to maintain a suit for breach of contract, personal injuries, property damage, or any other relief in law or equity in connection with this Contract.
- GG. Electronic Transaction; Counterparts. 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.
- HH. Written Notifications: All notices to, and other 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, Room 901
Portland, Oregon 97204
Attn: Chief Administrative Officer
Confirmation No.: 503-823-1182

with copies to:

City of Portland
1120 S.W. Fifth Avenue, Room 901
Portland, Oregon 97204
Attn: Spectator Venues Program Manager
E-Mail: karl.lisle@portlandoregon.gov
Confirmation No.: 503-823-5876

If to TRAVEL PORTLAND:

Travel Portland
100 SW Main, Suite 1100
Portland, Oregon 97204
Attn: Jeff Miller, President
E-Mail: jmiller@travelportland.com
Confirmation No.: 503-275-9797

with copies to:

Travel Portland
100 SW Main, Suite 1100
Portland, Oregon 97204
Attn: Yang Yang, Chief Financial Officer
E-Mail: yang@TravelPortland.com
Confirmation No.: 503-275-9775

Each Party shall provide written notice to the other Party of any changes to the Party's contacts within thirty (30) calendars days. 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.

{signatures are on next page}

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

CITY OF PORTLAND

TRAVEL PORTLAND

Mayor Ted Wheeler

Jeff Miller, President and CEO

Date

Date

Approved as to Form

City Attorney

Date

Attachment 1: Performance Measures

OBJECTIVE #1: MAINTAIN A HIGH LEVEL OF EFFECTIVENESS.

To aid in assessing Travel Portland's overall effectiveness:

A) Use a return on investment (ROI) for this measure. The ROI for each fiscal year will be established no later than September 15th. Travel Portland will provide the proposed FY ROI by August 31st and the ROI shall be confirmed by the Agreement Program Manager within fifteen (15) days. The ROI will be based off the Destinations International Economic Impact Calculator, which reflects current business and travel conditions and the expected trajectory of the recovery, as the basis for this work. The Calculator is the industry standard used in forecasting the economic impact of meetings and conventions.

OBJECTIVE #2: PROMOTE MINORITY TOURISM AND DIVERSE GROUP CONVENTIONS.

A) Travel Portland seeks to 1) maintain and grow the number of minority partners actively participating with our programs, services and activities, 2) ensure that Portland's minority enterprises and organizations are able to connect with and benefit from the local tourism and convention industry and 3) maximize marketing and servicing of minority conventions and tourism. Through our Vice President of Diversity, Equity and Inclusion as well as our Community Engagement Team, we will continue to work with Prosper Portland, the Mercatus website and the minority Chambers to reach businesses and vendors who want to connect to the tourism economy in Portland.

B) Support educational and training activities that help minority enterprises and organizations understand how to leverage tourism opportunities for success. That support includes partner trainings, networking events, support of events like My People's Market, and support for vendors with physical locations with Google My Business support from our vendor, Loci.

C) Report on efforts to attract conventions of diverse organizations. Those include: Black, Hispanic or Latino, Asian, Indigenous, LGBTQ+, People with Disabilities and any other groups who self-identify as diverse. Report to include:

- New Bookings
- Total Bookings
- Room Nights from Bookings
- Leads
- Leads Lost

OBJECTIVE #3: REPORT THE HEALTH OF THE MARKET USING THIRD PARTY RESOURCES.

Report the following measures (data sources may change):

A) Hotel Demand - to compare Portland market to competitive markets and to past Portland historical demand:

1. Using data from Smith Travel Research, report monthly changes in Occupancy, Average Daily Rate and Revenue per Available Room (RevPar) by area of the city in the quarterly report.
2. Using data from Portland Revenue Division, to be provided by the 25th day of the month following the end of the quarter, report year to date changes in lodging tax collections by area of the city. Those areas include Downtown, Airport, Eastside and Jantzen Beach.

B) Third-party data to assess consumer intent to travel to Portland, measuring U.S. adults, as well as those who live in the West.

C) Ad Accountability - report visitation and/or market spend based on Travel Portland sales/marketing programs.

OBJECTIVE #4: MEASURE PERFORMANCE OF SALES ACTIVITY.

To assess the effectiveness of marketing and convention sales activity as recommended by Destinations 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 #5: MEASURE AND BENCHMARK INTERNATIONAL VISITORS.

A) Non-stop air service between Portland and Asia, which is a significant driver for international visitation, is not anticipated to return in FY 2024-25. No other direct and reliable measure of international visitors is readily available. Overall, traffic to Portland International Airport has remained below FY19 and will continue to be monitored by Travel Portland.

B) As of FY 2024-25, Travel Portland will be within 20% of a 5-year rolling basis as reported by Tourism Economics – An Oxford Economics Company. This will continue to be a rebuilding goal for 5 years (FY 2026, 2027, 2028, 2029, 2030). The competitive set cities are: Denver, Salt Lake City, and Minneapolis.

OBJECTIVE #6: MEASURE INDUSTRY AWARENESS OF AND PARTICIPATION IN TRAVEL PORTLAND PROGRAMS.

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

A) Conduct a biennial survey (in even numbered fiscal years beginning in 2026) of visitor industry businesses and leaders to gauge knowledge and enthusiasm for Travel Portland programs. Continue monitoring market stabilization and business activity recovery.

B) Continue 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 to work with the State and Multnomah, Washington and Clackamas counties in pursuit of cooperative marketing opportunities.

OBJECTIVE #7: TRACK AND MEASURE POSITIVE MEDIA PLACEMENT AND CONSUMER SENTIMENT.

Travel Portland will work to secure positive editorial placements related to creating tourism demand in both national and international media. Travel Portland will identify and report using industry standard

measurement tools and techniques the number of placements in verified media publications, the number of consumer impressions in these publications and the resonance of the top 10 Key Messages identified by Travel Portland staff.

A) Measure and report media placements influential and inspirational in creating travel demand to Portland in media outlets actively targeted by Travel Portland's media relations efforts. This is called our Targeted Media Narrative. Travel Portland will report the number of placements in these outlets and the total number of impressions generated in addition to the resonance in number of placements and impressions of the top 10 keywords identified by Travel Portland staff. The target for Targeted Media Placements will be established for each fiscal year no later than September 15th. Travel Portland will provide the proposed new target by August 31st and the target shall be confirmed by the Agreement Program Manager within fifteen (15) days.

B) Measure and report the number of media engagements in which at least one minority-owned business is highlighted within a single topic or series of discussions. This can include email pitches, desk-side meetings, hosted media visits or events, response to media inquiries, and other interactions. The target for media engagements for minority-owned businesses will be established for each fiscal year no later than September 15th. Travel Portland will provide the proposed new target by August 31st and the target shall be confirmed by the Agreement Program Manager within fifteen (15) days.

C) Using a third party research vendor, report Consumer Sentiment of Portland from a national audience but with a focus on the west coast.

OBJECTIVE #8: MEASURE CUSTOMER SATISFACTION.

To measure customer satisfaction, Travel Portland will:

A) Conduct and report survey results of meeting planners, local chapters of convention-going organizations, and/or conventioners to gauge customer satisfaction with regards to Travel Portland's performance in assisting these groups in soliciting, planning and servicing their conventions.

B) For the duration of the contract, conduct and present results from a minimum of 6 surveys a year.