

A G R E E M E N T

THIS AGREEMENT, made and entered into this ____ day of _____, 1986, by and between the CITY OF PORTLAND, a municipal corporation of the State of Oregon, hereinafter referred to as "City", and the Greater Portland Convention and Visitors Association, a nonprofit Oregon corporation, hereinafter referred to as "GPCVA".

W I T N E S S E T H:

GPCVA is a nonprofit corporation organized for the primary purpose of promotion, solicitation, procurement, and service of convention business and tourism for the City of Portland; and

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

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

WHEREAS, in 1978, residents voted to amend Section 7-110 of the Charter of the City of Portland to add a tax of one percent (1%) to the Hotel/Motel Tax for the promotion of convention and tourism in the City; and

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

WHEREAS, GPCVA has been recommended by the persons subject to the tax imposed pursuant to such Charter Amendment as the nonprofit corporation to contract with the City for the aforesaid purposes.

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

CITY AGREES TO:

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

GPCVA AGREES TO:

1. Continue to provide, within its resource capability, adequate services and personnel to promote, solicit, procure, and service convention business and tourism, and to submit to the City by July 1 an annual budget and work program for the following fiscal year which includes goals, objectives, and specific program activities, and to make a quarterly report to the Mayor or his designee regarding implementation of those program activities.
2. Keep accurate records and accounts of funds allocated to it by the City; keep such accounts and records separate and identifiable from all other accounts; make such accounts and records available to the City during normal business hours; submit to the City Auditor on or before August 31 of each year of this Agreement an audited financial statement which includes GPCVA expenditures of City funds allocated and paid to it during the preceeding fiscal year; and on request of the City, submit such other forms as are regularly submitted to its Board of Directors.

THE PARTIES AGREE:

1. That funds paid pursuant to this Agreement shall be used exclusively for the promotion, solicitation, procurement,

and service of convention business and tourism. Pursuant to Section 7-110 of the Portland City Charter, the Council directs and GPCVA agrees that such activities shall achieve a reasonable balance in allocation of City revenues among convention business and tourism.

2. The term of this Agreement shall be for three (3) years from July 1, 1986 to June 30, 1989, except either party may terminate this Agreement on ninety (90) days written notice to the other. In the event this Agreement is terminated prior to the expiration date, payment will be made for activities budgeted through the end of the quarterly accounting period in which the Agreement is terminated.
3. GPCVA is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. GPCVA, its employees, and subcontractors, if any, are not employees of the City and are not eligible for any benefits through the City, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation and retirement benefits.
4. GPCVA shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, and actions, in suits brought against any of them arising from GPCVA's work or any subcontractor's work under this Agreement.
5. Unless exempt under ORS 656.027, GPCVA shall provide workers' compensation coverage in accordance with ORS Chapter 656. GPCVA shall provide workers' compensation coverage for all subcontractors or other persons employed in performing the services under the Agreement in accordance with ORS 656.001 to 656.794 either as: (a) a carrier-insured employer or (b) a self-insured employer as provided by ORS 656.407. Evidence of such coverage shall be filed with the City and maintained for the duration of this Agreement. GPCVA agrees to properly complete the City of Portland's Workers' Compensation Insurance Questionnaire prior to commencing work under this Agreement. In the event GPCVA uses employees or subcontractors or other persons in the performance of this Agreement, GPCVA agrees to hold harmless, defend, and indemnify the City and its officers, agents, and employees against any liability that may be imposed on them or for any claims or demands which result from GPCVA's use of employees or subcontractors or other

persons, including but not limited to workers' compensation claims, and to pay any damages which the City may incur as a result of such liability claims or demands.

6. Responsibility for supervision and oversight of the contract will rest with the Office of Fiscal Administration, while responsibility for policy matters and final contract approval will rest with the Mayor and City Council.
7. Disputes arising under this Agreement shall be arbitrated in Portland, Oregon, pursuant to the rules of the American Arbitration Association.

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

GREATER PORTLAND CONVENTION
AND VISITORS ASSOCIATION

CITY OF PORTLAND

Name:
Title:

J.E. Bud Clark
Mayor, City of Portland

Jewel Lansing
Auditor, City of Portland

APPROVED AS TO FORM:

City Attorney

ORDINANCE NO. 158721 |

An Ordinance authorizing an agreement with the Greater Portland Convention and Visitors Association (GPCVA) for expenditure of the one percent (1%) hotel/motel tax; waiving the provisions of City Code Chapter 5.68; authorizing the drawing and delivery of warrants; and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. City Charter Section 7-110 directs the City to negotiate contracts with a nonprofit corporation(s) whose primary purpose is the promotion, solicitation, procurement and service of convention business and tourism in the City.
2. The promotion of convention business and tourism is a highly specialized service requiring expertise and the confidence of participating local businesses.
3. GPCVA has demonstrated its expertise through prior contract with the City and has a unique position as a promoter of convention business and tourism as demonstrated by the number of local businesses that are its members.
4. GPCVA has been recommended by the persons subject to the tax imposed as the nonprofit corporation to contract with the City for the aforesaid purposes.
5. GPCVA is a nonprofit corporation organized for the primary purpose of promotion, solicitation, procurement and service of convention business and tourism for the City of Portland and is, therefore, qualified to contract with the City for the aforesaid purposes.

NOW, THEREFORE, the Council directs:

- a. The Mayor and the Auditor are hereby authorized to execute an agreement with GPCVA substantially in accordance with the form of agreement attached as Exhibit A to this ordinance.
- b. The Mayor and Auditor are authorized to draw and deliver warrants, chargeable to the Convention and Tourism Fund, BUC No. 25500016.

ORDINANCE No.

158721

c. The provisions of City Code Chapter 5.68 are waived.

Section 2. The Council declares that in order to avoid any interruption in the provision of promotional services by GPCVA, an emergency exists; therefore, this ordinance shall be in full force and effect from and after its passage by the Council.

Passed by the Council, **JUL 10 1986**

Mayor Clark
SAMoskowitz:cdw
6/27/86

Jewel Lansing

Auditor of the City of Portland

By

Doris E. Chaffin
Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
BOGLE	<u> </u>	<u> </u>
LINDBERG	✓	
SCHWAB	✓	
STRACHAN	✓	
CLARK	✓	

FOUR-FIFTHS CALENDAR	
BOGLE	
LINDBERG	
SCHWAB	
STRACHAN	
CLARK	

Calendar No.

1328 ~~REMOVED~~

ORDINANCE No. 158721

Title

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Filed JUN 27 1986

JEWEL LANSING
Auditor of the CITY OF PORTLAND

By Edna Perera
Deputy

INTRODUCED BY

Mayor Clark

NOTED BY THE COMMISSIONER

Affairs

Finance and
Administration

Safety

Utilities

Works

BUREAU APPROVAL

Bureau:

Prepared By:

Date:

SAMoskowitz

6/27/86

Budget Impact Review:

☐ Completed

☐ Not required

Bureau Head:

CALENDAR

Consent

Regular

NOTED BY

City Attorney

City Auditor

City Engineer