

ORDINANCE No.

Approve a grant of \$150,000 to Travel Portland for a winter/spring advertising campaign (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. In 2019, the travel and tourism industry supported over 36 thousand jobs and generated an estimated \$5.6 billion in direct spending in the Portland region while transient lodging taxes contributed \$39.1 million to the City's General Fund.
2. The City's travel and tourism sector has been disproportionately and severely impacted by COVID-19 related closures. Additionally, the City's social unrest has contributed to bleak conditions in commercial districts discouraging visitors.
3. Hotel revenues are down more than 80% in August 2020 relative to August 2019. Many businesses and workers are depending on rapid recovery of the hospitality industry as soon as it is deemed safe to visit downtown Portland.
4. The survival of Portland's downtown and district retail shops is vital to the future of travel and tourism. The more businesses that close permanently during the COVID-19 pandemic and destructive protests, the harder it will be to rebuild the industry.
5. Travel Portland generates travel demand that drives economic impact for Portland. Travel Portland's winter/spring advertising campaign is an intentional undertaking coordinated with Prosper Portland and other organizations' related efforts to reactivate travel and tourism and support industry recovery efforts as soon as public health protocols and downtown conditions allow.
6. The Fall Supplemental Budget was approved by City Council with Ordinance 190195 on November 12, 2020 and allocated \$200,000 from the City's Spectator Venues and Visitor Activities Fund for marketing efforts to support the recovery of the travel, tourism and hospitality industry.
7. The City now desires to award a grant to Travel Portland in an amount not to exceed \$150,000 to provide regional travel marketing and promotional services to encourage visitors to return to Portland when public health guidelines permit.

NOW, THEREFORE, the Council directs:

- a. The City's Chief Administrative Officer is authorized to execute an agreement with Travel Portland in substantial accordance with Exhibit A of this Ordinance.
- b. The Office of Management and Finance is authorized to make payment of the grant to Travel Portland in accordance with Exhibit A of this Ordinance.

Passed by the Council:

Mayor: Ted Wheeler
Prepared by: Elizabeth O'Malley
Date Prepared: December 21, 2020

Mary Hull Caballero
Auditor of the City of Portland
By
Deputy

Agenda No. 36
Item Type: Ordinance **No.**
Council Meeting Date: January 20, 2021

Title: Approve a grant of \$150,000 to Travel Portland for a winter/spring advertising campaign (Ordinance)

AGENDA TYPE

Consent

Regular

Time Certain Start Time

Item 1 of 1

Total amount of time needed for presentation, testimony and discussion (Regular and Time Certain Only): N/A (Consent)

INTRODUCED BY: Mayor Ted Wheeler

COMMISSIONER / AUDITOR APPROVAL

Mayor - Finance & Admin. - Wheeler Digitally signed by Mustafa Washington
Date: 2021.01.13 10:35:30 -0800'
 Position 1/ Utilities - Rubio
 Position 2/ Works - Ryan
 Position 3/ Affairs - Hardesty
 Position 4/ Safety - Mapps
 City Auditor - Hull Caballero

1) Is a completed Impact Statement attached? Yes

3) Is the item a Code ordinance? Yes No

If yes, **Auditor Office** Approval

5a) Is item a Portland Policy Document or Administrative Rule?
 Yes No

BUREAU APPROVALS

Bureau: OMF/CAO
 OMF/CAO: Tom Rinehart Digitally signed by Tom Rinehart
Date: 2020.12.22 13:15:13 -0800'
 Bureau Approval: Tom Rinehart Digitally signed by Tom Rinehart
Date: 2020.12.22 13:15:24 -0800'

Prepared By: Karl Lisle

Date Prepared: December 22, 2020

2) Does the item amend the budget? Yes No
 If yes, **Budget Office** Approval

4) Is this item a contract (current or future), code, easement, franchise, comp plan or Charter? Yes No
 If yes, **Attorney Office** Approval

Ken McGair Digitally signed by Ken McGair
Date: 2020.12.22 11:47:45 -0800'

5b) If yes, is the City Policy/Admin Rule directive in the ordinance or resolution? Yes No

ACTION TAKEN:

January 20, 2021 Passed to Second Reading February 3, 2021 at 9:30 am

CLERK USE: DATE FILED 1/12/21

Mary Hull Caballero
Auditor of the City of Portland

By: Keelan McClymont Digitally signed by Keelan McClymont
Date: 2021.01.13 11:07:55 -0800'
 Deputy

FOUR-FIFTHS AGENDA

1. Rubio
2. Ryan
3. Hardesty
4. Mapps
Wheeler

COMMISSIONERS VOTED AS FOLLOWS:

	YEAS	NAYS
1. Rubio		
2. Ryan		
3. Hardesty		
4. Mapps		
Wheeler		

GRANT AGREEMENT NO.

This Grant Agreement is between the CITY OF PORTLAND, OREGON (“CITY” or “GRANTOR”) and Travel Portland (or “GRANTEE”) in an amount not to exceed \$150,000 to fund a **winter/spring advertising campaign**.

RECITALS:

1. The Fall Supplemental Budget was approved by City Council with Ordinance 190195 on November 12, 2020 and allocated \$200,000 for marketing efforts to support the recovery of the travel, tourism and hospitality industry when feasible. \$150,000 of the amount will be allocated to a travel and tourism marketing effort, while \$50,000 will be allocated to retail activation efforts. This Grant Agreement covers the \$150,000 for travel and tourism marketing. Allocated funds will be paid from the Spectator Venues and Visitor Activities Fund.
2. Travel Portland, GRANTEE, generates travel demand that drives economic impact for Portland, resulting in \$5.6 billion in direct spending in the Portland metro area in 2019. The City’s travel and tourism sector has suffered crippling losses due to COVID-19 related closures. Hotel revenue, for example, dropped 81.2% in August 2020 relative to August 2019. Additionally, the City’s ongoing social unrest has contributed to bleak conditions in commercial districts and discouraged visitors to the City. The survival of Portland’s downtown and district retail shops is vital to the future of travel and tourism. The more businesses that close permanently during the COVID-19 pandemic and destructive protests, the harder it will be to rebuild the industry. Travel Portland’s **winter/spring advertising campaign** is an intentional undertaking to reactivate travel and tourism and support industry recovery efforts, consistent with public health guidance.
3. GRANTEE will complement and amplify the efforts of Prosper Portland and the Downtown Marketing Initiative by: highlighting Portland’s retail and culinary offerings; helping to seed demand for Portland hotels and short-term rentals; creating new opportunities for inclusive partnerships; and attracting visitors who will spend their dollars, in turn supporting the valuable tourism sector.
4. GRANTEE will promote winter/spring travel to the city via online travel agencies (OTAs) that will target their customers in key feeder markets with Portland content designed to inspire and book overnight stays. The **winter/spring advertising campaign** funded by this grant – an important, preliminary effort to test the waters and provide a lifeline through the darkest parts of the off-season – is part of Travel Portland’s larger strategies to support industry recovery.

5. The CITY now desires to award a grant to GRANTEE in an amount not to exceed \$150,000 for the provision of the above services, described in greater detail in Attachment A.

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I – SCOPE OF WORK/OUTCOME MEASURES

GRANTEE agrees to implement the **winter/spring advertising campaign** as described in ATTACHMENT A: Scope of Work, ATTACHMENT B: Budget hereto, which by this reference are incorporated herein and made a part hereof.

ARTICLE II – AGREEMENT PERIOD

This Agreement shall become effective on the date of last signature and will terminate on August 31, 2021 unless extended in conformance with Article V, Section G or terminated in conformance with Article V, Sections A-E. Expenses incurred starting December 1, 2020.

ARTICLE III – SPECIFIC CONDITIONS OF THE GRANT

- A. **Publicity:** During the term of this Grant Agreement, GRANTEE shall use its best efforts to mention the City’s grant funding in publicity regarding the program(s) that will be supported by the grant funds.
- B. **Records:** GRANTEE shall maintain all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Agreement or GRANTEE’s performance of work or services, for ten (10) years after CITY makes final grant payment, GRANTEE has made final report, or the termination date of this Agreement, whichever is later. GRANTEE shall provide CITY prompt access to these records upon request and permit copying as CITY may require.
- C. **CITY Grant Manager:** CITY hereby appoints Karl Lisle to act as its Project Manager with regard to this Agreement. CITY may, from time to time, designate another person to act as the City Project Manager and will inform GRANTEE in writing of any change in Project Manager.

Karl Lisle
City of Portland, OMF
1120 SW 5th Ave., Room 901
Portland, OR 97204
503-823-5876
karl.lisle@portlandoregon.gov

- D. **GRANTEE Project Manager:** GRANTEE hereby appoints Greg Newland to act as its Project Manager regarding this Agreement. GRANTEE may, from time to time, designate another person to act as the GRANTEE Project Manager and will

inform CITY in writing of any change in Project Manager.

Greg Newland
Travel Portland
100 S.W. Main St., Suite 1100
Portland, OR 97204
503-275-9771
greg@travelportland.com

- E. Billings/Invoices/Payment: The CITY Grant Manager is authorized to approve work, billings, and invoices submitted pursuant to this grant and to carry out all other CITY actions referred to herein in accordance with this Agreement. **The Final Invoice, using Attachment D, is due no later than thirty (30) days after the grant termination date.**
- F. Report: GRANTEE will complete and submit to the CITY Grant Manager the signed **Final Spectator Venues Program Grant Progress Report, using Attachment C, no later than thirty (30) days after the grant termination date.**

ARTICLE IV -- PAYMENTS

- A. The amount of this grant award is \$150,000. This is a cost reimbursable grant, meaning GRANTEE will only be reimbursed for eligible expenses incurred. However, after the Grant Agreement becomes effective, GRANTEE may choose to submit an invoice using CITY'S invoice template included as Attachment D for a quarter (\$37,500) of the grant award to the CITY Grant Manager for approval and payment. The CITY will pay GRANTEE the amount of the invoice within thirty (30) days of the approval date. Subsequent payments will be made after review and approval of the progress report and invoice, Attachments C and D, respectively; which are due on a quarterly basis from the date of the final agreement signature. If GRANTEE requested a quarter of the grant award upon execution, then subsequent payments will only be made after the GRANTEE submits eligible expenses that exceeds the amount requested. Grantee may submit periodic progress reports and requests for reimbursement of approved expenses in advance of the due dates.
- B. GRANTEE agrees to operate the program as described in the GRANTEE's grant application and to expend funds in accordance with the approved budget, unless the GRANTEE receives prior written approval from the CITY'S Grant Manager to modify the program or the budget. Requests for payment must be made using Attachment D and accompanied by Attachment C. Backup documentation to support eligible expenses is also required. Examples of backup documentation includes, but is not limited to payroll reports, timesheets, invoices, meeting agendas, sign in sheets, copies of checks, etc.
- C. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the CITY may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the CITY the amount improperly expended or received by GRANTEE.

- D. Grant payments under this Agreement may be used only to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- E. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, the CITY's payment of funds under this grant may be terminated, suspended or reduced.
- F. GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process. See Article III B. Records for retention period.
- G. Prevailing wages. State of Oregon, Bureau of Labor and Industries (BOLI) wage rates are required for certain contracts that total \$50,000 and above. If GRANTEE's project is subject to the prevailing wage requirements, GRANTEE will comply with the prevailing wage requirements of ORS 279C.800 through 279C.870 and any other applicable prevailing wage requirements contained in ORS 279C, Oregon administrative rules, or city code.
- H. Prevailing wage indemnity. GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS CITY, ITS EMPLOYEES, OFFICERS, AND AGENTS, FROM AND AGAINST ANY CLAIM, SUIT, OR ACTION, INCLUDING ADMINISTRATIVE ACTIONS, THAT ARISE OUT OF GRANTEE'S FAILURE TO COMPLY WITH ORS 279C.800 TO 279C.870 AND ANY APPLICABLE ADMINISTRATIVE RULES OR POLICIES.

ARTICLE V -- GENERAL GRANT PROVISIONS

- A. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if GRANTEE uses grant funds outside of the scope of this Agreement, or if GRANTEE fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from CITY. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, GRANTEE shall commence cure within the thirty (30) days, notify CITY of GRANTEE's steps for cure and 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.
- B. No Payment or Further Services Authorized During Cure Period. During the cure period, CITY is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. GRANTEE shall not perform services or take actions that would require CITY to pay additional grant funds to GRANTEE. GRANTEE shall not spend unused grant funds and such unused funds shall be deemed held in trust for CITY. GRANTEE shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.

- C. Termination for Cause. Termination for cause based on GRANTEE's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30-day period unless a written extension of cure period is granted by CITY. GRANTEE shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Agreement shall, at the option of CITY, become the property of CITY; and GRANTEE may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
- D. Penalty for Termination for Cause. If this Agreement is terminated for cause, CITY, at its sole discretion, may seek repayment of any or all grant funds tendered under this Agreement, and decline to approve or award future grant funding requests to GRANTEE.
- E. Termination by Agreement or for Convenience of City. CITY and GRANTEE may terminate this Agreement at any time by mutual written agreement. Alternatively, CITY may, upon thirty (30) 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, GRANTEE shall return any grant funds that would have been used to provide services after the effective date of termination. Unless the Parties agree otherwise, GRANTEE shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds.
- F. Changes in Anticipated Services. If, for any reason, GRANTEE's anticipated services or actions are terminated, discontinued or interrupted, CITY's payment of grant funds may be terminated, suspended or reduced. GRANTEE shall immediately refund to CITY any unexpended grant funds received by GRANTEE.
- G. Amendment. The Grant Manager is authorized to execute amendments to the scope of the services or the terms and conditions of this Agreement, provided the changes do not increase CITY's financial risk. Increases to the grant amount must be approved by the City Council unless the City Council delegated authority to amend the grant amount in the ordinance authorizing this Agreement. Amendments to this Agreement, including any increase or decrease in the grant amount, must be in writing and executed by the authorized representatives of the Parties and approved to form by the City Attorney.
- H. Non-discrimination; Civil Rights. In carrying out activities under this Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. GRANTEE shall take actions to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Actions shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices, which state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. GRANTEE shall incorporate the foregoing requirements of this section in all other agreements for work funded under this Agreement, except agreements governed by Section 104 of Executive Order 11246.

- I. Audit. CITY, either directly or through a designated representative, may conduct financial or performance audit of the billings and services under this Agreement or GRANTEE records at any time during this Agreement and during the ten (10) year period established above in Article III.B. 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 GRANTEE exceeded the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to CITY.
- J. Indemnification. GRANTEE shall hold harmless, defend, and indemnify CITY, and its officers, agents and employees against all claims, demands, actions, and suits (including all costs) brought against any of them arising from actions or omissions of GRANTEE and/or its contractors in the performance of this Agreement.
- K. Insurance. GRANTEE 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.
 1. Workers' Compensation Insurance. GRANTEE, 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, GRANTEE, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers for the duration of this Agreement.

In the event worker's compensation insurance coverage is due to expire during the term of this Agreement for any employers working under this agreement, GRANTEE agrees to require timely renewal of that insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the CITY such further certification of worker's compensation insurance as renewals of said insurance occur.

2. Commercial General Liability Insurance: GRANTEE shall maintain commercial general liability and property damage insurance that protects GRANTEE and the CITY and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$2,000,000 per occurrence.

3. Automobile Liability Insurance: GRANTEE 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 GRANTEE's or its contractor's activities to be performed or services to be provided. Grantee shall provide proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to City. 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: GRANTEE shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancelation, material change, potential exhaustion of aggregate limits, or non-renewal of coverage without thirty (30) days written notice from GRANTEE to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, GRANTEE shall immediately notify CITY 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: GRANTEE shall provide proof of insurance through acceptable certificates of insurance and a CG 2026 additional insured endorsement form (or an equivalent blanket additional insured form) to CITY on or before execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant 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. GRANTEE shall pay for all deductibles and premium from its non-grant funds. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public liability and property damage for a minimum of the amounts set forth in the Oregon Tort Claims Act (ORS 30.260 to 30.300).
- L. Grantee's Contractor; Non-Assignment. If GRANTEE utilizes contractors to complete its work under this Agreement, in whole or in part, GRANTEE 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, GRANTEE shall remain obligated for full performance hereunder, and CITY shall incur no obligation other than its obligations to GRANTEE 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.

- M. Independent Contractor Status. GRANTEE, and 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. GRANTEE will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.
- N. Conflict of Interest. No CITY officer or employee, during his or her tenure or for two (2) years thereafter, shall have any interest, direct or indirect, in Grant Agreement or the proceeds thereof. CITY officer or employee who selected GRANTEE, participated in the award of this Agreement or managed this Agreement shall not seek the promise of employment from GRANTEE or be employed by GRANTEE during the term of the Agreement, unless waiver is obtained from CITY in writing.
- O. Oregon Laws and Forum. This Agreement shall be construed according to the laws of the State of Oregon without regard to its provisions regarding conflicts of law. Any litigation between CITY and GRANTEE arising under this Agreement or out of work performed under this Agreement shall occur in Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- P. Compliance with Law. GRANTEE 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. If GRANTEE is a 501(c)(3) organization, GRANTEE shall maintain its nonprofit and tax-exempt status during this Agreement. GRANTEE shall be Equal Employment Opportunity (EEO) and Equal Benefits (EB) certified by CITY to be eligible to receive grant funds.
- Q. Independent Financial Audits/Reviews. Any grantee receiving \$300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s).
- R. Severability. CITY and GRANTEE 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.
- S. Merger. Any grantee receiving \$300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s). There are no oral or written understandings that vary or supplement the conditions of this Agreement that are not contained herein. Type text here

- T. Program and Fiscal Monitoring. CITY shall monitor on an as-needed basis to assure Agreement compliance. Monitoring may include, but are 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 Grant Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the work, services or obligations required by this Agreement in accordance with its terms and conditions.
- U. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement and may only be enforced by the Parties.
- V. 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.
- W. NOTICE: Notices to Grantee under this Grant Agreement shall be sent to GRANTEE at the following address:

Greg Newland, Chief Marketing Officer
Travel Portland
100 S.W. Main St., Suite 1100
Portland, OR 97204
503-275-9771
greg@travelporland.com

NOTICE: Notices to Grantor under this Grant Agreement shall be sent to CITY at the following address:

Karl Lisle
City of Portland, OMF
1120 SW 5th Ave., Room 901
Portland, OR 97204
503-823-5876
karl.lisle@portlandoregon.gov

SIGNATURES:

CITY OF PORTLAND

GRANTEE

Name: Tom Rinehart

Name: Jeff Miller

Title: Chief Administrative
Officer
City of Portland, Oregon

Title: President & CEO
Travel Portland

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney, City of Portland

Spectator Venues and Visitor Activities Program Grant **Scope of Work**

Expected Activities:

We share an urgent problem: hotel revenue in Portland dropped 81.2% in August (source: STR).

Continued results like this will **decimate the City's Transient Lodging Tax (TLT) receipts, hurting the City's General Fund** and Travel Portland alike. Of the 11.5% TLT, 5 points go to the General Fund; 1 point goes to Travel Portland. As we head into winter, when tourism typically drops, Portland's visitor economy needs help. As soon as public health guidance permits, Travel Portland wants to be ready to help drive demand and increase visitors to Portland.

Working in partnership with Prosper Portland's and the Downtown Marketing Initiative's downtown reopening and recovery efforts, Travel Portland – whose own Transient Lodging Tax (TLT) revenues fell 85.3% in August -- respectfully **seeks a \$150,000 grant** from the City to fund a **winter/spring advertising campaign** that will aid in the re-opening of downtown by:

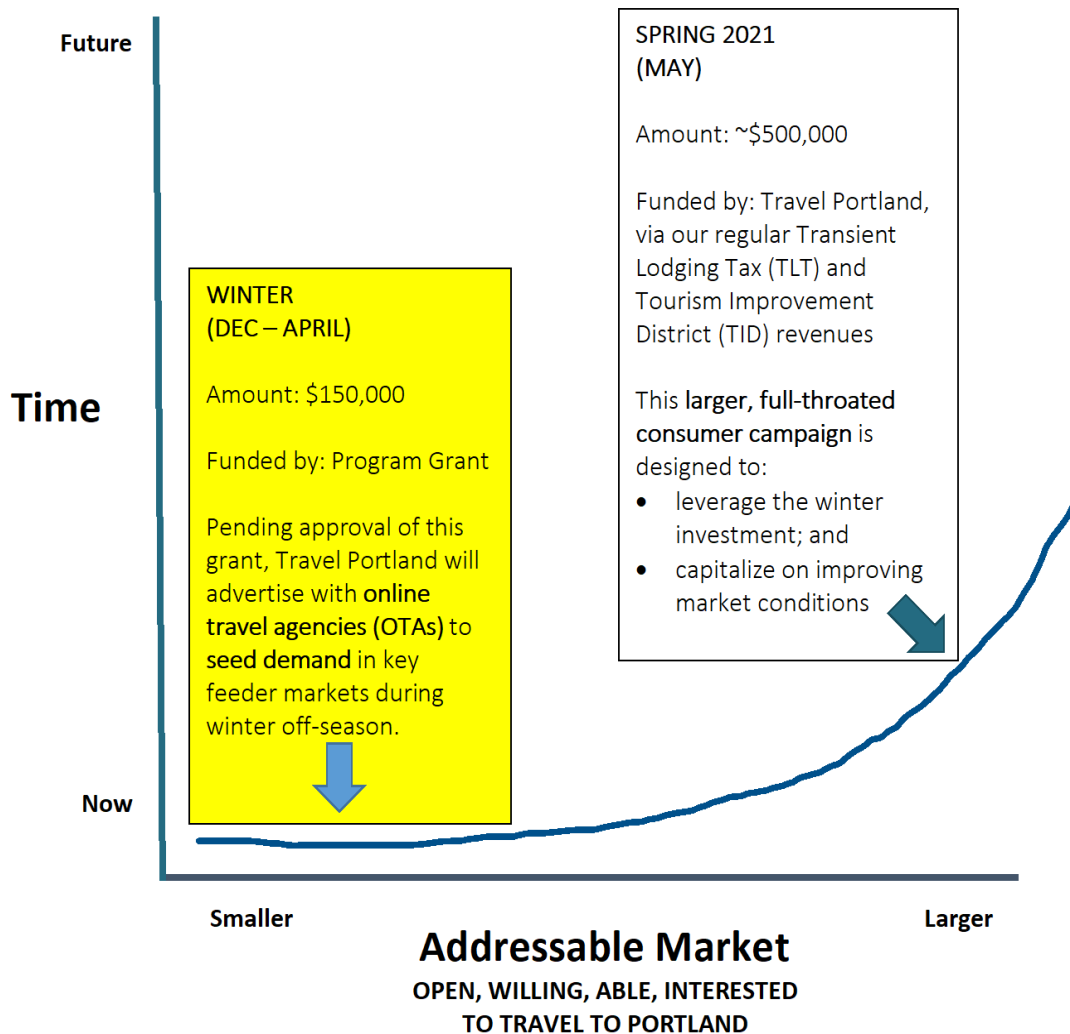
- highlighting Portland's retail and culinary offerings in neighborhoods throughout the city;
- complementing and amplifying the efforts of Prosper Portland and the Downtown Marketing Initiative;
- helping to seed demand for Portland hotels and short-term rentals throughout the city, while setting the stage for a larger, Travel Portland-funded campaign in the spring (see next page);
- creating new opportunities to partner with creatives of color; and
- attracting visitors who will spend their dollars – support valuable tourism jobs – at restaurants, attractions, minority-owned businesses, retail establishments and small businesses throughout the city.

OUR WINTER/SPRING APPROACH: AN IMPORTANT FIRST STEP

In advance of our spring campaign, Travel Portland will promote winter/spring travel to the city via online travel agencies (OTAs) that will target their customers in key feeder markets with Portland content and a Portland call-to-action designed to inspire and book overnight stays.

The winter/spring advertising funded by this grant – an important, preliminary effort to test the waters and provide a lifeline through the darkest parts of the off-season – are part of Travel Portland's larger strategies to support industry recovery.

Please see the chart on the next page.



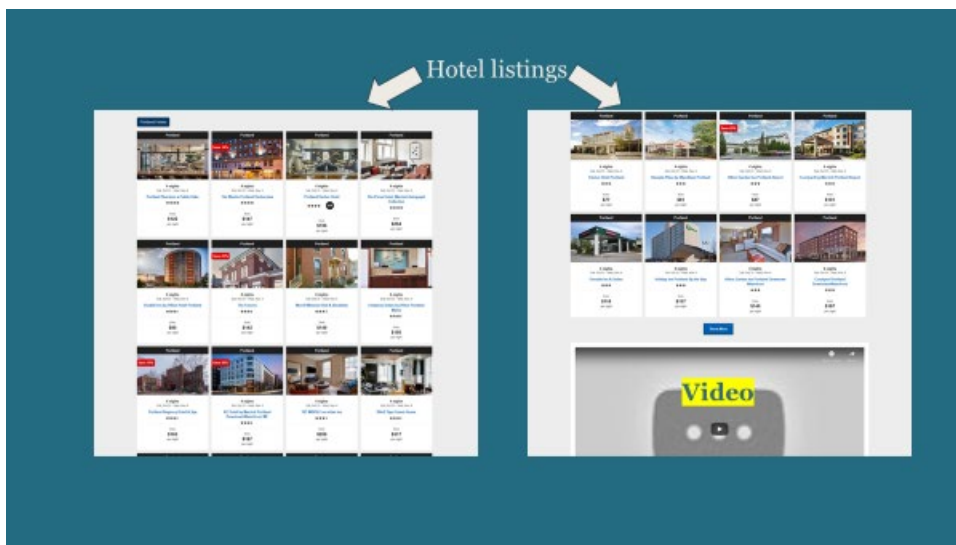
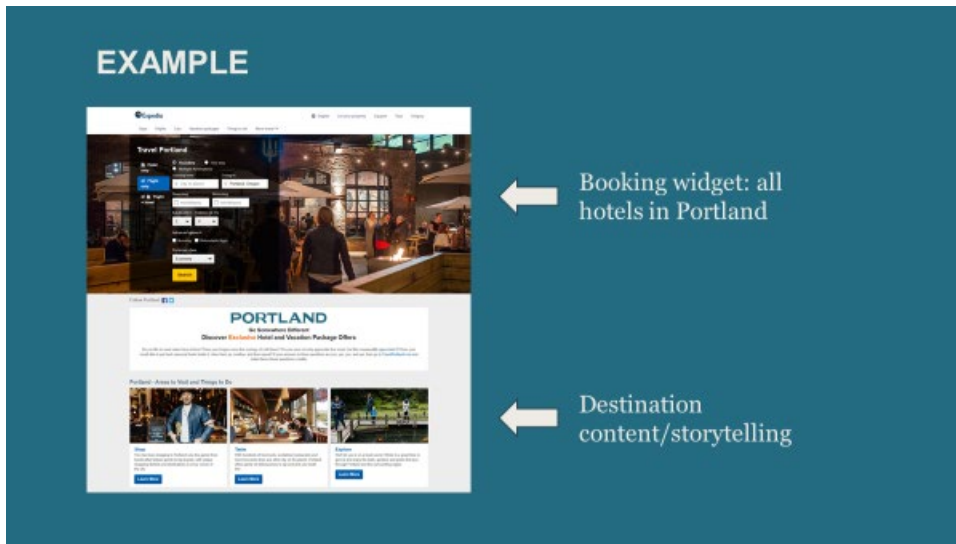
WINTER/SPRING CAMPAIGN: HOW WE’LL PARTNER WITH OTAs

The OTAs will drive targeted customers from our key feeder markets to a destination landing page, which will include the following:

- a booking widget that includes all hotels in the city;
- content areas for destination storytelling (may include tax-free holiday shopping; dining and food carts; minority-owned businesses; COVID-safe attractions; neighborhood experiences; etc.) and the elevation of Prosper Portland’s and the Downtown Marketing Initiative’s messages;
- callouts and listings of Portland hotels that have created special packages or rates; and
- areas for destination photography and/or video content.

This approach – vetted by hotel GMs on the Travel Portland board, as well as by members of the Portland Lodging Alliance – has proven effective in the past, and represents the down-funnel tactic best suited to help us meet the challenge of the day: inspiring and converting trackable bookings.

Type text here



MESSAGING

We'll bring this effort to life. It is true to the moment – and true to the brand of Portland.

What follows is our campaign manifesto. It's not advertising copy, per se; rather, it captures the spirit of what we'll convey.

Welcome back to normal? Not quite. We've never been "normal."

We're a city that's always been rooted in an expressive, creative, unfiltered spirit. A welcoming place that is confident in who it is and what it stands for. A place that doesn't seek out attention, but always has something to say to those who are paying attention.

Amid unprecedented challenges in our world, Portland is not sitting on the sidelines. Our values continue to stand out. We have something to say, but we're also here to listen and reckon with

our past. We're not looking back to recapture a lost "normal," but evolving forward together to be a more vibrant, progressive and inclusive place than ever.

Welcome to the new not normal. Welcome to Portland.

We're inspired by this vision, and will embrace this opportunity to further highlight, amplify and partner with **minority-owned businesses and creatives of color**.

We're excited to tell our story. To be unapologetic, own who we are, and wear our values on our sleeve.

We're clear-eyed about the challenges Portland faces, and ready to get started.

Data Collection to Show Progress:

On a monthly basis, Travel Portland will meet with the OTAs to review results (room nights booked; hotel revenue generated) and fine-tune the campaign. We will share these monthly updates (see Major Milestones, below) with Karl Lisle, Spectator Venues Program Manager and our liaison to the office of the CAO.

Outcome measures:

- Room nights booked
- Hotel revenue generated

Evaluation & Measurement:

See above

Major Milestones for Project:

Estimated (subject to change)

- 1) Upon approval, Travel Portland will assess the following:
 - a) public health guidance regarding safety of regional travel
 - b) consumer sentiment
 - c) travel-industry indicators
 - d) the on-the-ground conditions of Portland in general and downtown in particular (violence abating; plywood coming down; a critical mass of restaurants and other businesses opening; sidewalk camping declining)
- 2) When Travel Portland determines conditions warrant, it will sign the insertion orders
- 3) Once the insertion orders have been signed, a four-week pre-launch period will begin
 - a) Creative development
 - b) Hotel outreach
- 4) Campaign launch: ~4 weeks after signing insertion orders

- 5) Campaign milestones (depending on start date, months will shift accordingly)
 - a) January: performance review #1 with OTAs; make refinements, as needed; share results with Spectator Venues Program Manager
 - b) February: performance review #2 with OTAs; make refinements, as needed; share results with Spectator Venues Program Manager
 - c) Late February: allocate optimization funds (See Attachment B)
 - d) March: performance review #3 with OTAs; make refinements, as needed; share results with Spectator Venues Program Manager
 - e) Early April: performance review #4 with OTAs; make refinements, as needed; share results with Spectator Venues Program Manager
 - f) April 30: campaign ends
 - g) June: report results to City

Anticipated Timeline:

See above

PROJECT BUDGET

EXPENSES:

Advertising: Expedia.com	\$ 75,000
Advertising: Priceline.com	\$ 50,000
Optimization fund	\$ 25,000
TOTAL EXPENSES	\$ 150,000
<p>Pending approval of this grant, Travel Portland will spend up to \$56,000 of its own money (a combination of our regular Transient Lodging Tax and Tourism Improvement District revenues) to enhance the City’s \$150,000 investment. For details, see the Budget Narrative, below.</p> <p>Separately, Travel Portland will invest ~\$500,000 (a combination of our regular Transient Lodging Tax and Tourism Improvement District revenues) to launch a Spring campaign that:</p> <ul style="list-style-type: none"> • leverages the City’s \$150,000 winter/spring investment to seed demand; and • capitalizes on improving market conditions. 	

BUDGET NARRATIVE:

Advertising [\$125,000]

When public health and safety guidelines allow for travel and visitation, we will promote Portland via online travel agencies (OTAs) that can target their customers in our feeder markets with Portland content and a Portland call-to-action that will help drive more overnight stays. As a result, these OTAs will be working harder for Portland, so that Portland has a greater share of voice – and so that Portland enjoys increased bookings and room-tax revenues.

- Expedia (\$75,000): Is a proven, market-leading driver of room nights for Portland hotels. This package includes advertising on Hotels.com, which is a member of the Expedia portfolio and another solid room-night producer, per Portland hoteliers. Expedia delivers strong reporting, plus opportunities for Portland hotels to leverage the campaign by creating special rates.
- Priceline (\$50,000): Is a nice complement to Expedia, with a reach that includes non-Expedia customers. Priceline has a proven ability to target specific audiences that are receptive to the Portland experience, mindset and messaging: “inclusivity/LGBT,” “food/wine/beer,” “active adventurer,” “retail shopping,” etc. Priceline also offers strong reporting, plus opportunities for Portland hotels to leverage the campaign by creating special rates.

Optimization fund [\$25,000]

Based on performance, Travel Portland will invest these additional dollars with Expedia and/or Priceline midway through the campaign to maximize the opportunity to drive additional bookings. Additional bookings, in turn, means additional dollars in local businesses, more tourism-related jobs, and additional lodging-tax receipts for the City.

If awarded the \$150,000 grant, Travel Portland will spend up to \$56,000 of its own depleted Transient Lodging Tax and Tourism Improvement District resources to cover the following expenses:

- Advertising through social media.
- The development and production of the creative assets (banners, etc.) that will appear on Expedia and Priceline.
- The creative assets we develop may also include a new video that brings to life the spirit of “Welcome to the New Not Normal.” Pending approval of the \$150,000 grant, Travel Portland will look to engage with our partners at Open Signal Labs, an incubator for Black filmmakers led by Executive Producer Ifanyi Bell, an Emmy-nominated filmmaker.
- The launch of partnership with Airbnb, which would create a destination landing page (see example in Scope of Work), which Airbnb would promote to customers in feeder markets via paid social media and e-newsletters. This effort would increase Portland’s exposure to Airbnb’s customer base, thus increasing the potential for more bookings – and, in turn, more lodging-tax revenue for the City, as well as the \$4 Housing fee on short-term rentals.

****Please input reporting period****

[Check here if this is your FINAL Progress Report]

FINAL

GRANTEE Organization Name	Travel Portland
Project Title	Winter/Spring Advertising Campaign
Spectator Venues and Visitor Activities Program	

Overall Project Status »

Project Summary	<i>[Describe grant project]</i>
Successes	<i>[What are some of the key successes in your project so far? Is there a story you would like to share with Council and the public? Photos, graphics, and videos are encouraged! Any pictures submitted may be used on the website; please include your written permission for this use.]</i>
Challenges	<i>[Describe any challenges encountered in your project so far, and how your organization has, or plans, to overcome those challenges.]</i>
Project Narrative	<i>[Describe project progress during this reporting period. Please include: • latest news, • overall project status, • milestones accomplished, • data collected showing progress, • any additional comments about the project, additional photos, or supplementary documents you would like to share.]</i>

Project Finances	Awarded:	<i>[Insert total funds awarded by City]</i>	Grant Expenditures to Date:	<i>[Insert grant expenses incurred to date and submit with the expenditure report***]</i>
Next Steps	<i>[What are the next steps for this project and your organization?]</i>			

Certification: By signing this report, I certify that it is true, complete, and accurate to the best of my knowledge. <i>Typed or printed name and title:</i>	
Name: Greg Newland	
Signature:	Date:
<i>Telephone: 503.275.9771</i>	
<i>Email Address: greg@travelportland.com</i>	
<i>Date report submitted (month, day, year)</i>	

Spectator Venues Program Grant



Invoice/Request for Payment

All items in bold must be completed

FY2020-21 Spectator Venues Program Grant

City Use Only

Vendor No.	
Grant Agreement	3200XXXX

Invoice No.

Invoice Date

Project Winter/Spring Advertising Campaign

Terms net 30 days

Grantee	Travel Portland
Address	100 SW Main St., Suite 1100
City	Portland
State, Zip	OR, 97204
Contact Name	Greg Newland
Contact Info.	greg@travelportland.com , 503.275.9771
Expense Period	<input type="text"/> through <input type="text"/>

Description (Budget Line Items)	Budget	Current Expenses	Expenses Previously Billed	Expenses to Date
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
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		\$0.00	\$0.00	\$0.00
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		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
INVOICE TOTAL:	\$0.00	\$0.00	\$0.00	\$0.00

For City Use Only:

DPR	
DPO	
GR	
IO	
ACH	
EEO	

Approved By/Date (City of Portland approval)

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IMPACT STATEMENT

Legislation title: Approve a grant of \$150,000 to Travel Portland for a winter/spring advertising campaign (Ordinance)

Contact name: Karl Lisle

Contact phone: 503-865-5876

Presenter name: Karl Lisle

Purpose of proposed legislation and background information:

Portland's travel and tourism sector, typically a robust economic engine, generated an estimated \$5.6 billion in direct spending in the Portland region while transient lodging taxes contributed \$39.1 million to the City's General Fund in FY 2018-19. The industry, however, has been disproportionately and severely impacted by COVID-19 related closures. Additionally, the City's social unrest and related vandalism has contributed to inhospitable conditions in commercial districts, discouraging visitors.

The survival of Portland's downtown and district retail shops is critical to the future of travel and tourism. Keeping our lodging, hospitality and retail diversity largely intact through the coronavirus impact period will help the travel and tourism sector recover more rapidly.

Travel Portland generates travel demand, which fills hotels and short-term rentals. These visitors, in turn, fill restaurants, shops, attractions and cultural institutions, generating lodging tax receipts, contributing to the regional economy, the Spectator Venues and Visitor Activities Program, and the City's General Fund.

Financial and budgetary impacts:

In August, Portland hotel revenues were down 81.2%, which resulted in a staggering 85.3% reduction in transient lodging taxes and an 85.4% reduction in tourism improvement district dollars. The Spectator Venues and Visitor Activities Program's \$150,000 grant will fund Travel Portland, working in concert with business community and industry partners, in supporting Portland's reopening and recovery efforts as soon as local conditions and public health guidance allows.

This one-time expenditure is within the authority provided in the Spectator Venues and Visitor Activities Fund Statement (Fund #607) and was approved by the City Council in the Fall 2020 BMP Budget Ordinance.

While revenues to the Fund from events and other sources are down significantly as a result of COVID-19 facility closures, the fund has sufficient reserves to accommodate this one-time expenditure and will benefit in future years if the effort is successful at aiding recovery of the local travel and tourism industry.

Community impacts and community involvement:

In 2019, Portland's travel and tourism industry supported 36,930 jobs, generating \$1.6 billion in employment earnings. Many businesses and workers are depending on rapid recovery of the hospitality industry as soon as it is deemed safe to visit downtown Portland.

