



July 12, 2016

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #3 and Renewal #4 to the contract documents with  
Borders Perrin Norrander (BPN) for Marketing Agency Services

<b>Purpose/Outcomes</b>	BPN provides marketing agency services for the period of July 1, 2016 through September 30, 2017 and is the final renewal under this contract.
<b>Dollar Amount and Fiscal Impact</b>	Contract maximum value is \$1,048,000. Already approved in Tourism's marketing services, advertising and professional services budget.
<b>Funding Source</b>	Transient Room Tax collections, account stream 256-9145-07602. No County General Funds are involved.
<b>Duration</b>	Effective July 1, 2016 and terminates on September 30, 2017
<b>Previous Board Action</b>	The Board last reviewed and approved contract renewal #3 in July 2015 for FY15-16
<b>Strategic Plan Alignment</b>	Expands the work for additional marketing and advertising services for the Visitor campaigns and two Prospect market campaigns.
<b>Contact Person</b>	Danielle Cowan, Tourism Executive Director – 503-655-8420

**BACKGROUND:**

Tourism & Cultural Affairs requests the approval of amendment #3 and contract renewal #4 with BPN (Borders Perrin Norrander) as our tourism marketing agency who works with tourism staff to create and execute marketing strategies that promote visitors to Oregon's Mt. Hood Territory.

We are coming to an end of the forth successful contract year working with BPN, evidenced by an increase in TRT revenues, providing additional funding resources. Scope of work for FY16-17 has increased, expanding our marketing opportunities and advertising services for the Visitor campaigns, as well as two Prospect market campaigns.

Tourism needs to execute a one-year contract renewal for FY 2016-17 to continue marketing budgets working with BPN into year five of their final contract terms. It is effective July 1, 2016 through September 30, 2017 to coincide with the third quarter Co-op Advertising campaign made available to our tourism partners. Contract amount is not to exceed \$1,048,000.

**RECOMMENDATION:**

Staff recommends the Board approve this contract renewal agreement and signs on behalf of Clackamas County.

Respectfully submitted,

Danielle Cowan, Executive Director  
Tourism & Cultural Affairs

Placed on board agenda of July 21, 2016 by Procurement Division.

**AMENDMENT #3 AND RENEWAL #4 TO THE CONTRACT DOCUMENTS WITH BORDERS  
PERRIN NORRANDER FOR MARKETING AGENCY SERVICES**

This Amendment #3 and Renewal #4 (“Amendment #3/Renewal #4”) is entered into between Clackamas County (“County”) and Borders Perrin & Norrande, Inc. (“Contractor”) and will become part of the contract documents, superseding the original contract, Amendment #1, and Amendment #2 to the applicable extent indicated.

WHEREAS, the Contractor and County entered into those certain contract documents for the provision of services dated July 26, 2012 as amended by Amendment #1 on June 5, 2014, and Amendment #2 on May 31, 2016 (“Contract”);

WHEREAS, the County desires to expand its 2016-17 Austin, Texas and Minneapolis, Minnesota marketing and advertising programs by working with Contractor;

WHEREAS, the Contractor and County desire to amend the Contract pursuant to this Amendment #3 and Renewal #4; and

NOW, THEREFORE, the County and Contractor hereby agree that the Contract is amended as follows:

1. SECTION I. COMPENSATION is hereby modified as follows:

- A. **The term of the Contract is renewed from July 1, 2016 through September 30, 2017 and is the final renewal under this Contract. The total maximum contract compensation not to exceed for the period of July 1, 2016 through September 30, 2017 is hereby changed from \$845,000 to \$1,048,000.**

<b>Original Contract</b>	<b>\$705,000.00</b>
<b>Amendment #1 - Add</b>	<b>\$140,000.00</b>
<b>Amendment #2 - Add</b>	<b>\$135,000.00 (July 1, 2015 – June 30, 2016 only)</b>
<b>Amendment #3 – Add</b>	<b>\$203,000.00 (July 1, 2016 – June 30, 2017 only)</b>
<b>Total</b>	<b>\$1,048,000.00</b>

**See the 2016-17 Service Plan in Exhibit 1, attached and hereby incorporated by reference.**

2. SECTION II. SERVICES TO BE PROVIDED is hereby modified by adding the following sentence:

**County and Contractor have agreed to expand the work to add Contractor’s services for additional marketing and advertising for County’s 2016-17 Austin, Texas, and Minneapolis, Minnesota campaigns.**

3. SECTION IV. CONSTRAINTS is hereby modified by adding Paragraph H. and I. as follows:

- H. **The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to the Work under this Contract. Contractor must throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor’s warranty of this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:**

