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Memorandum Date: April 4, 2011
Board Order Date: April 27, 2011

TO: Board of County Commissioners
DEPARTMENT: CAO/Economic Development Standing Committee
PRESENTED BY: Mike McKenzie-Bahr, Community and Economic Development Coordinator & Cristina Rosado, Community and Economic Development Program Specialist

AGENDA ITEM TITLE: ORDER/IN THE MATTER OF APPROVING ALLOCATIONS TOTALING \$14,813 FOR 2010-11 RURAL TOURISM MARKETING PROGRAM (RTMP) PROJECTS IN THE CITIES OF COBURG AND WESTFIR AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN CONTRACTS AUTHORIZING DISTRIBUTION OF FUNDS

I. **MOTION**

Move to approve the 2010-11 Rural Tourism Marketing Program allocations totaling \$14,813 and authorize the County administrator to sign the contracts for distribution of the funds.

II. **AGENDA ITEM SUMMARY**

This action authorizes the annual Rural Tourism Marketing Program contracts to distribute room tax receipts to rural cities. The funds are generated from motel/hotel overnight stays and are used for programs that will generate more overnight stays.

Annual revenues from the Lane County Transient Room Tax Fund are approved for distribution at the beginning of each year. The County authorizes distribution of Rural Tourism Marketing Program funds directly to the 10 incorporated rural cities, plus an RFP process to find a contractor in the McKenzie River area.

The total RTMP distribution this year is \$195,000. The formula for distribution of RTMP funds is the same as in past years, including a base amount of \$6,205 for each community, and the balance of funds distributed based on receipts in each zone. Attached is a copy of the RTMP collection & allocation spreadsheet (see Attachment B).

The Board of Commissioners previously approved allocations for the cities of Oakridge, Lowell, Cottage Grove, Veneta, Creswell, Junction City, Florence, and Dunes City at the January 18, 2011 Board meeting totaling \$155,381.

The Board of Commissioners is being requested to approve the 2010-11 Rural Tourism Marketing Program allocations totaling \$14,813, for the two rural cities of Coburg and Westfir. Complete applications requesting the funds and describing the proposed use of the funds were only recently submitted for these two cities resulting in the delayed allocation of these funds.

III. BACKGROUND/IMPLICATIONS OF ACTION

Board Action and Other History

The Board of Commissioners has distributed these funds annually to participating rural cities for the duration of the Rural Tourism Marketing Plan. Enacted in 1973 by the County, this tax ordinance has been modified since then to consistently generate more room tax revenue.

The Lane Code describes the use of the funding as follows: "the funds shall be used for purposes which the Board determines bears a relationship to producing transient room tax revenues through the visitor industry. Through the annual budget process, the Board shall appropriate these funds as follows:

(a) Seventy percent (70%) shall be for marketing the visitor industry.

(b) Ten percent (10%) shall be for operation of the Lane County Historical Museum or other museums as determined by the Board through the annual budget process. The Board specifically finds that the Lane County Historical Museum is a significant attraction for the visitor industry.

(c) Ten percent (10%) shall be for Special Projects and administration. These funds shall be used for select special projects to enhance tourism as chosen by the Board annually under its own criteria, for more long-term funding for cultural or recreational projects or activities which the Board finds have significant impact on tourism, for administering and contract monitoring of expenditures of the LC 4.110(2) tax revenue, and for staffing for the Tourism Council.

(d) Ten percent (10%) shall be used for tourism marketing of the areas outside the urban growth boundaries of the cities of Eugene and Springfield. These funds shall be used for proposals chosen by the Board according to its own criteria, with the general principle being that the areas which produce the taxes should benefit from their use.

On October 26, 2010, County staff sent out the fund distribution application packet with 2010-11 work plan forms to the RTMP applicants to fill out and return. The packets included the Rural Tourism Marketing Agreement, the Description of Rural Tourism Marketing Program Process, the Project Criteria, Summary of Results, Budget, and Work Plan.

The Lane County Rural Tourism Marketing Program (RTMP) focuses on the business of selling, packaging, and advertising rural Lane County in a unified, well-planned program. RTMP tourism product development in rural areas will focus on the following objectives and criteria to maximize:

1. Attraction of visitors to rural communities,
2. The length of stay by visitors,
3. County-wide visitation,
4. Return visits to rural Lane County communities.

On January 18, 2011 the BCC approved RTMP allocations for the cities of Oakridge, Lowell, Cottage Grove, Veneta, Creswell, Junction City, Florence, and Dunes City totaling \$155,381. At that time, Coburg and Westfir had not submitted their work plans. The RTMP for Coburg and Westfir are contained in Attachment C1-2: Rural Tourism Marketing Work Plans from the rural cites.

Rural Cities Requests

The following is a summary of the projects each community is requesting to spend their RTMP funds on.

Coburg, \$7,881 – Newsletter and website maintenance, update learning gardens and information kiosks, promotion of public safety and child safety in public spaces.

Westfir, \$6,932 – Advertise and promote annual festival, add children play area and bike trail area, add new photo and information shelter to park.

A. Policy Issues

Shall the Board distribute the funds to the rural cites as per the Lane Code for the general principle being that the areas which produce the taxes should benefit from their use?

Board Goals

Distribution of the funds to the rural communities helps meet the Board goal: "Work for a strong regional economy to expand the number of family-wage jobs available in Lane County."

B. Financial and/or Resource Considerations

The room tax receipts have already been collected throughout Lane County. The RTMP allocations have no financial impact on the Lane County general fund or Lane County video lottery funding.

C. Analysis

The requested RTMP expenditures from the rural cities meet the goals of the RTMP program.

F. Alternatives/Options

1. The Board can allocate funding to the participating cities based on the existing formula.
2. The Board can request more information and allocate funding at a later date.
3. The Board can elect against disbursing these funds at this time.

IV. TIMING/IMPLEMENTATION

If the Board approves the attached Board Order, funding will be disbursed as outlined in Attachment A as soon as staff prepares the contracts for the County Administrator to sign.

V. RECOMMENDATION

Lane County Community & Economic Development recommends that the Board disburse funding as per the attached Board Order. The transient room taxes were collected for the expressed purpose of being cycled into the budgets of the participating RTMP cities that collected them.

VI. FOLLOW UP

Upon Board approval, contracts will be prepared for distribution of funds to the cities.

VII. ATTACHMENTS

- A. RTMP collection & allocation spreadsheet
- B. Rural Tourism Marketing Work Plans from the rural cites (B 1-2)

ATTACHMENT A

ROOM TAX
COUNTY WIDE

RURAL TOURISM MARKETING 2004/05

10 YEAR HISTORY							
Countywide Location	FISCAL YEAR COLLECTED					[FY05/06 - FY09/10] 5 Year Total	P % of Tax: Metro & Rural
	O 05/06	F 06/07	07/08	08/09	09/10		
Eugene	3,134,083	3,470,450.13	3,686,386.95	3,610,772.61	3,174,718.27	19,950,148	67.98%
Springfield	1,493,608	\$1,597,384.62	\$1,654,619.09	\$1,629,765.66	1,434,639.02	9,055,627	30.86%
Non City	60,083	\$ 52,409.00	\$ 55,856.58	\$ 55,855.58	49,957.17	341,620	1.16%
Metro Zone 1 Total	4,687,775	5,120,244	5,396,862	5,296,394	\$4,659,314.46	29,347,394	100.00%
Annual Growth rate	12.0%	9.2%	5.4%	-1.9%	-12.0%		
Five year growth rate	23.1%	33.6%	37.1%	26.5%	-0.6%		
Creswell	65,196	82441.78	81258.06	80434.04	82802.94	446,153	5.28%
Cottage Grove	185,802	212949	224125.51	226666.21	204694.99	1,225,464	14.50%
South Non City	4,770	5570.45	7817.54	9198.95	6868.78	22,368	0.26%
South Zone 2 Total	255,769	300,961	313,201	316,299	294,367	1,415,706	16.75%
Annual Growth rate	11.5%	17.7%	4.1%	1.0%	-6.9%		
Five year growth rate	23.1%	60.9%	48.1%	37.8%	15.1%		
Coburg	16,048	13,932	14,848	14,848	13,279.93	90,934	1.08%
Junction City	23,010	25862.01	23604.93	19778.66	17527.38	130,361	1.54%
Veneta	0	625	362.15	462.81	407.43	1,857	0.02%
Central Non City	5,564	8871.76	9189.95	10283.71	10900.58	51,177	0.61%
Central Zone 3 Total	44,621	49,291	48,005	45,373	42,115	274,329	3.25%
Annual Growth rate	-0.7%	10.5%	-2.6%	-5.5%	-7.2%		
Five year growth rate	-6.0%	7.3%	5.4%	1.0%	-5.6%		
Dunes City	24,681	23692.51	23587.03	20461.92	21329.74	136,828	1.62%
Florence	275,628	296909.5	298756.17	497533.3	538377.45	2,169,278	25.66%
Coastal Non City	449,015	490433.14	511407.25	413746.9	349292.41	2,640,633	31.24%
Coastal Zone 4&5 Total	749,323	811,035	833,750	931,742	909,000	4,946,740	58.52%
Annual Growth rate	5.3%	8.2%	2.8%	11.8%	-2.4%		
Five year growth rate	20.7%	27.1%	27.4%	30.9%	21.3%		
Lowell	0					0	0.00%
Oakridge	44,107	50849.34	83364.51	68930.11	49683.83	336,984	3.99%
Westfir	7,472	9551.01	9185.52	1209.17	686.83	35,936	0.43%
Willamette Non City	20,902	23368.24	22577.06	22370.96	23274.49	130,265	1.54%
Willamette Zone 6 Total	72,481	83,769	115,127	92,510	73,645	503,185	5.95%
Annual Growth rate	10.4%	15.6%	37.4%	-19.6%	-20.4%		
Five year growth rate	30.3%	25.2%	84.1%	40.9%	1.6%		
McKenzie (Zone 7)	170,372	173226.06	240746.57	387169.25	204913.45	1,313,255	15.54%
Annual Growth rate	24.5%	1.7%	39.0%	60.8%	-47.1%		
Five year growth rate	44.0%	35.4%	83.1%	183.0%	20.3%		
RURAL TOTALS	1,292,566	1,418,282	1,550,830	1,773,094	1,524,040	8,453,215	100.00%
Annual Growth rate	8.7%	9.7%	9.3%	14.3%	-14.0%		% 5-Yr
Five year growth rate	25.7%	33.0%	40.3%	49.2%	17.9%		Total
All Metro	4,887,775	5,120,244	5,396,862	5,296,394	4,659,314	29,347,394	77.07%
Non Metro City+McKenzie	812,315	890,038	999,838	1,317,493	1,133,704	5,887,051	15.46%
Non Metro / Non City	480,251	528,244	550,992	455,601	390,336	2,844,463	7.47%
Combined Total	5,980,340	6,538,526	6,947,692	7,069,488	6,183,355	38,078,908	100.00%

LANE COUNTY RURAL TOURISM MARKETING FOR FY 08-09						
LOCATION	A % of Total Non-Metro City + Mck \$5,887,051	B Base Amount * \$68,250	C Balance ** of Allocation \$126,750	D Non City Allocation	E Non City Amount	B+C+E TOTAL ALLOCATION \$195,000
Creswell	7.58%	6,205	6,690	26.69%	90	12,984
Cot. Grove	20.82%	6,205	18,375	73.31%	246	24,826
South Non City			336			
Coburg	1.54%	6,205	1,363	40.75%	313	7,881
Junct. City	2.21%	6,205	1,955	58.42%	448	8,607
Veneta	0.03%	6,205	28	0.83%	6	6,239
Central Non City			767			
Dunes City	2.32%	6,205	2,052	5.93%	2,349	11,890
Florence	36.85%	6,205	32,527	94.07%	37,245	75,977
Coastal Non City			39,594			
Lowell	0.00%	6,205	0	0.00%	0	6,205
Oakridge	5.72%	6,205	5,053	90.36%	1,765	13,022
Westfir	0.61%	6,205	539	9.64%	188	6,932
Willamette Non City			1,953			
McKenzie	22.31%	6,205	19,691			24,815
TOTAL	100.00%	68,250	130,923			199,377

* Base Amount 68,250 Base amount equals 35% of Total Allocation
 **Balance 131,127 Distributed by % of total RURAL revenue
 Total Alloc. 199,377

RURAL TOURISM MARKETING AGREEMENT

BETWEEN: CITY OF Coburg, a municipal corporation of the State of Oregon (City)

AND: LANE COUNTY, a political subdivision of the State of Oregon (County)

RECITALS

Whereas, ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers, or agents, have authority to perform, and

Whereas, County has dedicated room tax revenues for projects that implement rural tourism marketing program (RTMP) activities outside the urban growth boundaries of the cities of Eugene and Springfield, and

Whereas, City intends to complete activities that accomplish the goals described in Lane Code Chapter 4.175 and the RTMP Mission Statement and Project Criteria, and

Whereas, the Board of County Commissioners has approved the process for receiving and approving the City's RTMP activities, NOW, THEREFORE, in consideration of the mutual covenants and commitments herein,

CITY AGREES: City shall receive and expend RTMP funds as provided for in Attachment D, and in accordance with the RTMP mission statement and project criteria listed in Attachment B, attached and incorporated by reference. City shall report results, budgets, and work plans for RTMP activities on a summary form (Attachment A), or a similar form provided by County, and within the time frame set by the County.

COUNTY AGREES: County shall provide \$ 7,881.00 of funds from transient room tax receipts to City to be used for Rural Tourism Marketing Program activities, as described in Attachment A, attached hereto and incorporated by reference.

PARTIES AGREE:

- 1) Each party working under this contract is a subject employer under the Oregon Workers' Compensation coverage for all of its subject workers. City and each party working for City under this contract is also an independent contractor and subject employer for purposes of the Oregon Workers' Compensation Law (ORS Chapter 676), each is solely liable for any Workers' Compensation coverage under this contract, and each must agree to comply with ORS 656.017 or be exempt under ORS 656.126.
- 2) The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM21.130) are attached (Attachment C) and incorporated by reference as though fully set forth herein.

INDEMNITY

- 3) Subject to the limitations of the Oregon Tort Claims Act, City agrees to indemnify and save County, its officers, agents, and employees harmless from any claim, liability, or damage resulting from any error, omission, or act of negligence on the part of City, its officers, agents, or employees in performance of responsibilities under this agreement.

TERM AND TERMINATION

- 4) This agreement shall be effective on January 1, 2011 and shall continue until December 1, 2011.
- 5) This agreement may be terminated by either party provided written notice is given to the other party at least thirty (30) days prior to the termination date. Upon the receipt of notice of termination, the parties shall commence negotiations as to the equitable disposition of any funds owed or to be reimbursed.

AMENDMENTS AND EXHIBITS

- 6) No amendment to this agreement shall be effective unless made in writing and signed by other parties.
- 7) Exhibits to this agreement include: A) Rural Tourism Marketing Agreement, Summary of Results, Budget, and Work Plan, B) Rural Tourism Marketing Program Mission Statement and Project Criteria, and C) Lane Manual 21.130 Standard Contract Provisions, D) Description of Rural Tourism Marketing Program Process

LANE COUNTY

CITY

By: _____

By: *[Signature]*

Date: _____

Date: 2/25/2011

APPROVED AS TO FORM

Date _____ Lane
County

OFFICE OF LEGAL COUNSEL

Lane County Rural Tourism Marketing Program (RTMP)
Summary of Results, Budget, and Work Plan

Past Year's Results – Reporting Period: November to October Contract Amount \$
 _7853 plus \$1346 carryover _____

RTMP Project Criteria*	Activities	Expenses#	Brief summary of project results
1. 3 &6, Advertising	Advertising	\$5225	Bi-monthly newsletter
2. 3& 6 Advertising	Advertising	\$1450	Website maintenance and updates
3. 6 Advertise& promotion of city parks and safety for children	Advertising	\$308	Police presence, school site visits, park & open space visits informative education & affirmation. Safety in public parks and spaces, helmet & other awards.
Carry over to the next year		\$2216	
TOTAL budget **		\$9199	

Coming Year's Work Plan and Budget (\$ _7881_____ allocation, plus \$ __2216__
 carryover)

RTMP Project Criteria*	Activities	Budget - Including Carry over	Brief summary of project objectives
1. 3& 6	Advertising	\$8000	Bimonthly newsletter, website maintenance.
2.3&6	Advertising	\$1000	Update learning gardens & public information kiosk.
3.	Promotion	\$1097	Update website, promote public safety, child safety in public spaces
TOTAL budget		\$10097	

*Select RTMP project criteria from RTMP Mission Statement and Project Criteria (Attachment B)

** Project and Carry over (if any) must add up to the total contract amount.

When reporting results, actual expenses will be listed.

-Add project description lines to the form as necessary.

The above activities are consistent with Lane Code 4.175 (6) (d), and the RTMP mission and project criteria adopted by the Lane County Board of Commissioners.

Report Submitted by Ramona Swere Title Finance Director
City Coburg Date 3/23/2011

-Send completed report by November 26, 2010 to Mike McKenzie-Bahr, Community and Economic Development Coordinator, County Administration Office, 125 E. 8th Avenue, Eugene, OR 97401.

RURAL TOURISM MARKETING PROGRAM

Mission Statement and Project Criteria

MISSION STATEMENT

The Lane County Rural Tourism Marketing Program (RTMP) focuses on the business of selling, packaging, and advertising rural Lane County in a unified, well-planned program. RTMP tourism product development in rural areas will focus on the following objectives and criteria to maximize:

1. Attraction of visitors to rural communities,
2. The length of stay by visitors,
3. County-wide visitation,
4. Return visits to rural Lane County communities.

RTMP projects will define specific and varied activities and products that are widely distributed throughout the county and that will provide incentives and encouragement for visitors to choose Lane County as a leisure travel destination.

CRITERIA FOR RTMP PROJECTS

RTMP projects will:

1. Increase transient room tax revenues countywide, as measured by increasing overall revenues from room tax from visitor stays, and by increasing room tax revenues during the tourism 'shoulder season', in the fall/early spring months.
2. Increase the number of visits and the amount of time spent by visitors in *rural* Lane County by improving the attractiveness of rural communities. The variety of such activities may include: expanded attractions, beautification, and property enhancement projects on public property.
3. Focus general marketing on visitors from surrounding states and "peak season" marketing to attract visitors from Oregon.
4. Continue the development of regional marketing with local, state and private agencies. This includes increased involvement of rural tourism organization in the existing network.
5. Monitor potential targets in western Canada and other international markets, maintaining flexibility for action.
6. Develop, advertise, and package rural Lane County attractions and group tour business that encourage overnight stays and extended visits by:
 - a. Developing group travel opportunities; i.e. recreational vehicle, bicycle, parks, and campground activities, and
 - b. Fostering coordination between the Convention and Visitors Association of Lane County and rural tourism organizations to develop and package group travel tours, particularly as an extension of metro convention gatherings.
 - c. Providing incentives for return visits; i.e. discount on room rate for next year, mail schedule of activities for next year, mail post card with thank you and welcome note.
7. Assist with rural area tourism staffing needs, and provide training on hospitality and service excellence. The objective is to maintain a reputation for excellence in hospitality and service.

STANDARD PROVISIONS

21.130 Standard Contract Provisions.

The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the County, and as reflected in the main contract.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) For public improvement and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.

(6) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(7) With certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:

(a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are

excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public improvements, this subsection (7) does not apply to contracts for purchase of goods or personal property.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(8) The hourly rate of wage to be paid by any contractor or subcontractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by the public works contract shall be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and ORS 279C.840. For projects also covered by the federal Davis-Bacon Act (40 USC §3141 et seq.), contractors and subcontractors shall pay workers or others performing work contemplated by the contract the higher of the state or federal prevailing rate of wage, as determined by the Commissioner of the Bureau of Labor and Industries in accordance with ORS 279C.830.

(9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.

(10) Unless otherwise provided by the contract or law, the County has a right to exercise the following remedies for a contractor's failure to perform the scope of work or failure to meet established performance standards:

(a) Reduce or withhold payment;

(b) Require Contractor to perform, at the Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or

(c) Declare a default, terminating the public contract and seeking damages and other relief available under the terms of the public contract or other applicable law.

(11) As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Standard Specifications for Construction, Section 00170.01 currently in effect and published through Oregon Department of Transportation. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, the contractor shall immediately give notice to the County. The County and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(12) The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a

reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract.

(13) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(14) Unless otherwise provided by the contract or law, Contractor agrees that County, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum period of (6) six years after County makes final payment on this Agreement. Copies of applicable records shall be made available upon request, and payment of copy costs is reimbursable by the County.

(15) By execution of this contract, contractor certifies, under penalty of perjury that:

(a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and

(b) Contractor has not discriminated against minority, women or small business enterprises or one that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

(16) The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services or personal services covered by this Agreement, except if the County has good cause and the contract provides otherwise.

(17) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(18) Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(19) The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

(20) All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.

(21) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

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2010-2011

The following steps describe the process for distribution of RTMP funds:

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RURAL TOURISM MARKETING AGREEMENT

BETWEEN: CITY OF Westfir, a municipal corporation of the State of Oregon (City)

AND: LANE COUNTY, a political subdivision of the State of Oregon (County)

RECITALS

Whereas, ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers, or agents, have authority to perform, and

Whereas, County has dedicated room tax revenues for projects that implement rural tourism marketing program (RTMP) activities outside the urban growth boundaries of the cities of Eugene and Springfield, and

Whereas, City intends to complete activities that accomplish the goals described in Lane Code Chapter 4.175 and the RTMP Mission Statement and Project Criteria, and

Whereas, the Board of County Commissioners has approved the process for receiving and approving the City's RTMP activities, NOW, THEREFORE, in consideration of the mutual covenants and commitments herein,

CITY AGREES: City shall receive and expend RTMP funds as provided for in Attachment D, and in accordance with the RTMP mission statement and project criteria listed in Attachment B, attached and incorporated by reference. City shall report results, budgets, and work plans for RTMP activities on a summary form (Attachment A), or a similar form provided by County, and within the time frame set by the County.

COUNTY AGREES: County shall provide \$ 6,932.00 of funds from transient room tax receipts to City to be used for Rural Tourism Marketing Program activities, as described in Attachment A, attached hereto and incorporated by reference.

PARTIES AGREE:

- 1) Each party working under this contract is a subject employer under the Oregon Workers' Compensation coverage for all of its subject workers. City and each party working for City under this contract is also an independent contractor and subject employer for purposes of the Oregon Workers' Compensation Law (ORS Chapter 676), each is solely liable for any Workers' Compensation coverage under this contract, and each must agree to comply with ORS 656.017 or be exempt under ORS 656.126.
- 2) The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM21.130) are attached (Attachment C) and incorporated by reference as though fully set forth herein.

INDEMNITY

- 3) Subject to the limitations of the Oregon Tort Claims Act, City agrees to indemnify and save County, its officers, agents, and employees harmless from any claim, liability, or damage resulting from any error, omission, or act of negligence on the part of City, its officers, agents, or employees in performance of responsibilities under this agreement.

TERM AND TERMINATION

- 4) This agreement shall be effective on January 1, 2011 and shall continue until December 1, 2011.
- 5) This agreement may be terminated by either party provided written notice is given to the other party at least thirty (30) days prior to the termination date. Upon the receipt of notice of termination, the parties shall commence negotiations as to the equitable disposition of any funds owed or to be reimbursed.

AMENDMENTS AND EXHIBITS

- 6) No amendment to this agreement shall be effective unless made in writing and signed by other parties.
- 7) Exhibits to this agreement include: A) Rural Tourism Marketing Agreement, Summary of Results, Budget, and Work Plan, B) Rural Tourism Marketing Program Mission Statement and Project Criteria, and C) Lane Manual 21.130 Standard Contract Provisions, D) Description of Rural Tourism Marketing Program Process

LANE COUNTY

CITY

By: _____

By: *Michael R. Chiswick*

Date: _____

Date: 11-23-2010

APPROVED AS TO FORM

Date _____ Lane
County

OFFICE OF LEGAL COUNSEL

Lane County Rural Tourism Marketing Program (RTMP) Summary of Results, Budget, and Work Plan

Past Year's Results – Reporting Period: November to October Contract Amount \$ 7028,000

RTMP Project Criteria*	Activities	Expenses#	Brief summary of project results
1. 1.2	BRIDGE & LIGHTING FIREWORKS ADMIN	1000.00 1000.00 450.00	NEW LIGHTING, SOUND SYSTEMS DEDICATED TO OAK RIDGE FIREWALK DISPLAY OFFICE SUPPLIES & PERSONNEL
2.	PARKS & REC	1000.00	NEW FENCING & BIKE WASHING AREA
3.	WESTFIR PORTAL	2578.00	NEW LANDSCAPING, LOGGING ROPE & POSTS TO ENHANCE DISCOURSE AREA ADD 2 NEW SECURITY CAMERAS
Carry over to the next year	BOAT RAMP	1000	TO NEXT BUDGET YEAR
TOTAL budget **			

Coming Year's Work Plan and Budget (\$ 6932 allocation, plus \$ 1000 carryover)

RTMP Project Criteria*	Activities	Budget - Including Carry over	Brief summary of project objectives
1. 1.1	BRIDGE LIGHTING FIREWORKS ADMIN	1500.00 1000.00 500.00	ADVERTISE, PROMOTE ANNUAL WINTER FESTIVAL ASSET WITH CITY OF OAK RIDGE DISPLAY PERSONNEL & MATERIAL COSTS
2.	PARKS & REC	1500.00	ADD CHILDREN'S PLAY & BIKE TRAIL AREA PICNIC
3.	WESTFIR PORTAL BOAT RAMP	1432.00 1000.00	ADD NEW PHOTO & INFORMATION SHELTER TO AREA PURCHASE NEW LIGHT SENSORS FOR PARKING AREA & BRIDGE - NEW PICNIC TABLE, PAINT SHELTERS ADD BOAT RAMP SIGNAGE PICNIC TABLE, TRASH RE
TOTAL budget			

*Select RTMP project criteria from RTMP Mission Statement and Project Criteria (Attachment B)

** Project and Carry over (if any) must add up to the total contract amount.

When reporting results, actual expenses will be listed.

-Add project description lines to the form as necessary.

The above activities are consistent with Lane Code 4.175 (6) (d), and the RTMP mission and project criteria adopted by the Lane County Board of Commissioners.

Report Submitted by Mark R. Chouinard Title Mayor

City Westfir Date 11-23-2010

-Send completed report by November 26, 2010 to Mike McKenzie-Bahr, Community and Economic Development Coordinator, County Administration Office, 125 E. 8th Avenue, Eugene, OR 97401.

RURAL TOURISM MARKETING PROGRAM

Mission Statement and Project Criteria

MISSION STATEMENT

The Lane County Rural Tourism Marketing Program (RTMP) focuses on the business of selling, packaging, and advertising rural Lane County in a unified, well-planned program. RTMP tourism product development in rural areas will focus on the following objectives and criteria to maximize:

1. Attraction of visitors to rural communities,
2. The length of stay by visitors,
3. County-wide visitation,
4. Return visits to rural Lane County communities.

RTMP projects will define specific and varied activities and products that are widely distributed throughout the county and that will provide incentives and encouragement for visitors to choose Lane County as a leisure travel destination.

CRITERIA FOR RTMP PROJECTS

RTMP projects will:

1. Increase transient room tax revenues countywide, as measured by increasing overall revenues from room tax from visitor stays, and by increasing room tax revenues during the tourism 'shoulder season', in the fall/early spring months.
2. Increase the number of visits and the amount of time spent by visitors in *rural* Lane County by improving the attractiveness of rural communities. The variety of such activities may include: expanded attractions, beautification, and property enhancement projects on public property.
3. Focus general marketing on visitors from surrounding states and "peak season" marketing to attract visitors from Oregon.
4. Continue the development of regional marketing with local, state and private agencies. This includes increased involvement of rural tourism organization in the existing network.
5. Monitor potential targets in western Canada and other international markets, maintaining flexibility for action.
6. Develop, advertise, and package rural Lane County attractions and group tour business that encourage overnight stays and extended visits by:
 - a. Developing group travel opportunities; i.e. recreational vehicle, bicycle, parks, and campground activities, and
 - b. Fostering coordination between the Convention and Visitors Association of Lane County and rural tourism organizations to develop and package group travel tours, particularly as an extension of metro convention gatherings.
 - c. Providing incentives for return visits; i.e. discount on room rate for next year, mail schedule of activities for next year, mail post card with thank you and welcome note.
7. Assist with rural area tourism staffing needs, and provide training on hospitality and service excellence. The objective is to maintain a reputation for excellence in hospitality and service.

STANDARD PROVISIONS

21.130 Standard Contract Provisions.

The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the County, and as reflected in the main contract.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) For public improvement and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.

(6) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(7) With certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:

(a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are

excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public improvements, this subsection (7) does not apply to contracts for purchase of goods or personal property.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(8) The hourly rate of wage to be paid by any contractor or subcontractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by the public works contract shall be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and ORS 279C.840. For projects also covered by the federal Davis-Bacon Act (40 USC §3141 et seq.), contractors and subcontractors shall pay workers or others performing work contemplated by the contract the higher of the state or federal prevailing rate of wage, as determined by the Commissioner of the Bureau of Labor and Industries in accordance with ORS 279C.830.

(9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.

(10) Unless otherwise provided by the contract or law, the County has a right to exercise the following remedies for a contractor's failure to perform the scope of work or failure to meet established performance standards:

(a) Reduce or withhold payment;

(b) Require Contractor to perform, at the Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or

(c) Declare a default, terminating the public contract and seeking damages and other relief available under the terms of the public contract or other applicable law.

(11) As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Standard Specifications for Construction, Section 00170.01 currently in effect and published through Oregon Department of Transportation. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, the contractor shall immediately give notice to the County. The County and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(12) The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a

reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract.

(13) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(14) Unless otherwise provided by the contract or law, Contractor agrees that County, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor shall retain and keep accessible such books, documents, papers, and records for a minimum period of (6) six years after County makes final payment on this Agreement. Copies of applicable records shall be made available upon request, and payment of copy costs is reimbursable by the County.

(15) By execution of this contract, contractor certifies, under penalty of perjury that:

(a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and

(b) Contractor has not discriminated against minority, women or small business enterprises or one that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225.

(16) The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services or personal services covered by this Agreement, except if the County has good cause and the contract provides otherwise.

(17) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(18) Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(19) The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

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IN THE BOARD OF COUNTY COMMISSIONERS,
LANE COUNTY, OREGON

ORDER NO.) IN THE MATTER OF APPROVING CONTRACTS
) TOTALING \$14,813 FOR 2010-11 RURAL TOURISM
) MARKETING PROGRAM (RTMP) PROJECTS IN THE
) CITIES OF COBURG AND WESTFIR, AND AUTHORIZING
) COUNTY ADMINISTRATOR TO SIGN CONTRACTS
) AUTHORIZING DISTRIBUTION OF FUNDS
)

WHEREAS, Lane County provides in Lane Code, Chapter 4.175 for distribution of room tax receipts for implementation of the Rural Tourism Marketing Program (RTMP), and

WHEREAS, the Rural Tourism Marketing Program was streamlined and updated by Order 03-10-1-3, and

WHEREAS, project descriptions were reviewed for consistency with the Lane County Rural Tourism Marketing Program, and

WHEREAS, the Board of County Commissioners has reviewed proposals from cities,
NOW, THEREFORE, IT IS HEREBY

- 1) ORDERED that contracts are hereby authorized in the following amounts for delivery of the services described in the proposals received from the cities of: Coburg, \$7,881; Westfir, \$6,932;
- 2) FURTHER ORDERED that the County Administrator is authorized to sign all of the contracts described above in substantially the form presented.

Signed this 27th day of April 2011.

Faye Stewert, Chair
LANE COUNTY BOARD OF COMMISSIONERS

APPROVED AS TO FORM
Date 4-13-11
Lane County

[Handwritten Signature]