

W. 5. b.

Memorandum Date: February 3, 2010
Board Order Date: February 17, 2010

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 \$170,185 FOR 2010 RURAL TOURISM MARKETING PROGRAM (RTMP) PROJECTS IN THE CITIES OF OAKRIDGE, LOWELL, WESTFIR, COBURG, COTTAGE GROVE, VENETA, CRESWELL, JUNCTION CITY, FLORENCE, DUNES CITY, AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN CONTRACTS AUTHORIZING DISTRIBUTION OF FUNDS

I. MOTION

Move to approve the 2009-10 Rural Tourism Marketing Program allocations totaling \$170,185 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 (same as last year). 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 is being requested to approve the 2009-10 Rural Tourism Marketing Program allocations totaling \$170,185, for the rural cities.

The Lane County Community & Economic Development Coordinator has decided that rather than release the McKenzie River allotment through a competitive process to a contractor as we have done in the past, it makes more sense for the Community & Economic Development program to partner with the McKenzie River tourism stakeholders and manage the expenditures of the \$24,815 in-house. Staff believes this will give the program a higher opportunity for success.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. 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 Special funds and 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:
- (c) 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.
- (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 Monday, December 7, 2009 we sent out the fund distribution application packet with 2009-10 work plan forms to the RTMP applicants to fill out and return by January 27, 2010. 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.

All of the RTMP requests have been received by the County and are contained in Attachment C1-10: Rural Tourism Marketing Work Plans from the rural cities.

Rural Cities Requests

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

Creswell, \$12,683 - Staffing of Visitor Center, funding celebration, Visitor Enhancement Center

Cottage Grove, \$24,405 - Staff Chamber of Commerce/Visitors Center, advertising, park project equipment upgrade, bridge painting, and disc golf maps.

Coburg, \$7,853 (plus \$1,346 carryover from last year's RTMP funds) Maintain web, publish bi-weekly newsletter, contractor to bring web information up to date.

Junction City, \$8,600 (plus \$3253 carryover from last year's RTMP funds) Celebration banners, farmer's market promotion, regional promotion publication and way-finding signage.

Veneta, \$6,235 (plus \$534.30 carryover from last year's RTMP funds) – Regional advertising of community events and celebrations, Promotion of 5th Annual Wings & Wine bird watching event, Contractor for event registration and information and Chamber of Commerce support.

Dunes City, \$11,890 – Update city parks and brochures.

Florence, \$72,368 (plus \$807 carryover from last year's RTMP funds) - Staffing for Florence Events Center and Chamber of Commerce, promotions, portion of the grant money to partner with other destination marketing organizations for out-of-area advertising in developing new tourism events, to further promote existing ones and to target specific meeting/conference markets that are compatible with the Florence Events Center.

Lowell, \$6,205 (plus \$7,329 carryover from last year's RTMP funds) - Maintenance on covered bridge, Dexter Lake firework display, install display signage and Design Amphitheatre for Rolling Rock Park.

Oakridge, \$12,918 - Continued Chamber support, Community park projects.

Westfir, \$7,028 - Parks and recreation, promotion of Annual Westfir Bridge Lighting Festival, July 4th Fireworks, Westfir portal interpretive display, and boat ramp advertisement.

B. Policy Issues

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

C. 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."

D. 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.

E. 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 this motion the room tax receipts will be disbursed as outlined in Attachment B 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 exactly as outlined in Attachment B. 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. Board Order
- B. RTMP collection & allocation spreadsheet
- C. Rural Tourism Marketing Work Plans from the rural cities (C 1-10)

**IN THE BOARD OF COUNTY COMMISSIONERS,
LANE COUNTY, OREGON**

**ORDER NO.) IN THE MATTER OF APPROVING CONTRACTS
) TOTALING \$170,185 FOR 2009-10 RURAL TOURISM
) MARKETING PROGRAM (RTMP) PROJECTS IN THE
) CITIES OF OAKRIDGE, LOWELL, WESTFIR, COBURG,
) COTTAGE GROVE, VENETA, CRESWELL, JUNCTION
) CITY, FLORENCE, DUNES CITY, 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

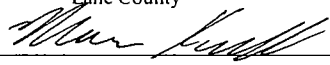
WHEREAS, project descriptions were reviewed for consistency with the Lane County Rural Tourism Marketing Program, and

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: Creswell, \$12,683; Cottage Grove, \$24,405; Coburg, \$7,853; Junction City, \$8,600; Veneta, \$6,235; Dunes City, \$11,890; Florence, \$72,368; Lowell, \$6,205; Oakridge, \$12,918; Westfir, \$7,028.
- 2) FURTHER ORDERED that the County Administrator is authorized to sign all of the contracts described above.

Signed this 17th day of February 2010.

Bill Fleenor, Chair
LANE COUNTY BOARD OF COMMISSIONERS

APPROVED AS TO FORM
Date 2-2-10
Lane County


5 YEAR HISTORY										LANE COUNTY									
TRANSIENT ROOM TAX										RURAL TOURISM MARKETING FOR FY 08-09									
	N	O	P							FY04/05 - FY08/09	P		A	B	C	D	E		B+C+E
										5 Year Total	% of Total Revenue & Rural	LOCATION	% of Total Non Metro City + Non	Base Amount *	Balance of Allocation	Non City Allocation	Non City Allocation	TOTAL ALLOCATION	
Eugene										16,775,430	67.95%								
Springfield										7,620,988	30.87%								
Non City										291,662	1.18%								
Metro Zone 1 Total										24,688,080	100.00%								
Annual Growth rate																			
Five year growth rate																			
Creswell	54,020	65,166	82,441,78	81,258.06	80,434.04	363,350	5.03%	Creswell	7.64%	6,205	6,376	26.25%	103					12,683	
Cottage Grove	171,226	185,802	212,949	224,125.51	226,666.21	1,020,769	14.13%	Cot. Grove	21.47%	6,205	17,911	73.75%	290					24,405	
South Non City	4,230	4,770	5,570.45	7,817.54	9,198.95	22,388	0.31%	South Non City											
South Zone 2 Total	229,476	255,769	300,961	313,201	316,299	1,415,706	19.60%												
Annual Growth rate	#REF!	11.5%	17.7%	4.1%															
Five year growth rate	#REF!	#REF!	#REF!	#REF!															
Coburg	17,979	16,048	13,932	14,848	14,848	77,654	1.08%	Coburg	1.63%	6,205	1,363	40.46%	286					7,853	
Junction City	20,578	23,010	25,862.01	23,604.93	19,778.66	112,833	1.56%	Junct. City	2.37%	6,205	1,980	58.79%	415					8,600	
Veneta	0	0	625	362.151	462.81	1,450	0.02%	Veneta	0.03%	6,205	25	0.76%	5					6,235	
Central Non City	6,367	5,564	8871.76	9,189.95	10,283.71	40,276	0.56%	Central Non City											
Central Zone 3 Total	44,923	44,621	49,291	48,005	45,373	232,213	3.21%												
Annual Growth rate	#REF!	-0.7%	10.5%	-2.6%															
Five year growth rate	#REF!	#REF!	#REF!	#REF!															
Dunes City	23,076	24,681	23,692.51	23,587.03	20,461.92	115,498	1.60%	Dunes City	2.43%	6,205	2,027	6.61%	2,659					10,890	
Florence	262,074	275,628	296,909.5	298,756.17	497,533.3	1,630,901	22.58%	Florence	34.31%	6,205	28,617	93.39%	37,547					72,368	
Coastal Non City	426,739	449,015	490,433.14	511,407.25	413,746.9	2,291,341	31.72%	Coastal Non City											
Coastal Zone 4&5 Total	711,889	749,323	811,035	833,750	931,742	4,037,740	55.90%												
Annual Growth rate	#REF!	5.3%	8.2%	2.8%															
Five year growth rate	#REF!	#REF!	#REF!	#REF!															
Lowell	0	0				0	0.00%	Lowell	0.00%	6,205	0	0.00%	0					6,205	
Oakridge	40,049	44,107	50,849.34	83,364.51	68,930.11	287,300	3.98%	Oakridge	6.04%	6,205	5,041	89.07%	1,672					12,918	
Westfir	7,832	7,472	9,551.01	9,185.52	12,09.17	35,249	0.49%	Westfir	0.74%	6,205	619	10.93%	205					7,028	
Willamette Non City	17,772	20,902	23,368.24	22,577.06	22,370.96	106,991	1.48%	Willamette Non City											
Willamette Zone 6 Total	65,653	72,481	83,769	115,127	92,510	429,540	5.95%												
Annual Growth rate	#REF!	10.4%	15.6%	37.4%															
Five year growth rate	#REF!	#REF!	#REF!	#REF!															
McKenzie (Zone 7)	136,828	170,372	173,326.06	240,746.57	387,169.25	1,108,342	15.34%	McKenzie	23.32%	6,205	19,448							25,652	
Annual Growth rate	#REF!	24.5%	1.7%	39.0%															
Five year growth rate	#REF!	#REF!	#REF!	#REF!															
RURAL																			
TOTALS	1,188,770	1,292,566	1,418,282	1,550,830	1,773,094	7,223,541	100.00%	TOTAL	100.00%	68,250	126,589							194,839	
Annual Growth rate	#REF!	8.7%	9.7%	9.3%															
Five year growth rate	#REF!	#REF!	#REF!	#REF!															
All Metro	4,186,806	4,681,775	5,120,244	5,396,862	5,296,394	24,688,080	77.39%												
Non Metro City+McKenzie	733,662	812,315	890,038	989,838	1,317,483	4,753,347	14.90%												
Non Metro / Non City	455,108	480,251	528,244	550,992	455,601	2,460,996	7.71%												
Combined Total	5,375,576	5,980,340	6,538,526	6,947,692	7,069,488	31,902,422	100.00%												
										* Base Amount 68,250 Base amount equals 35% of Total Allocation									
										**Balance 126,589 Distributed by % of total RURAL revenue									
										Total Alloc. 194,839									

RURAL TOURISM MARKETING AGREEMENT

BETWEEN: CITY OF Creswell, 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 A, 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 \$12,683.00 of fund 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 D) 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 February 10, 2010 and shall continue until December 31, 2010.
- 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) Summary of Results, Budget and Work Plan, B) Rural Tourism Marketing Program Mission Statement and Project Criteria, D) Lane Manual 21.130, and E) Description of RTMP Process.

LANE COUNTY

By: _____

Date: _____

CITY

By: Mark W. Striver

Date: 1/25/10

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 2009 Contract Amount \$12,919.00

RTMP Project Criteria*	Activities	Expenses#	Brief summary of project results
1. 7	Staffing Visitor Center	\$8300	Provide wages to staff visitor center
2. 2,7	19 th Annual July 4 th Celebration	\$3700	Fund entertainment and promotion for all day community wide celebration including recognition of Creswell's 100 th birthday
3. 2	Visitor Enhancement Center	\$919	Visitor Center Enhancements, including improved office efficiency
Carry over to the next year			
TOTAL budget **		\$12,919	

Coming Year's Work Plan and Budget (\$ 12,683 allocation, plus \$ 0 carryover)

RTMP Project Criteria*	Activities	Budget - Including Carry over	Brief summary of project objectives
1. 7	Staffing Visitor Center	\$7900	Provide wages to staff visitor center
2. 2,7	20 th Annual July 4 th Celebration	\$4000	Fund entertainment, promotion, event security for the all day community wide celebration which attracts thousands of visitors to Creswell for the daylong event
3. 2	Visitor Enhancement Center	\$783	Visitor Center Enhancement, including office signage and office efficiency
TOTAL budget		\$12,683	

*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 final results, actual expenses need to 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 Marc Shivers Title City Administrator

City Creswell Date 1/25/10

-Send completed report by January 27, 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 Travel 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.

Lane Manual 21.130. STANDARD CONTRACT 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.

(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 workers upon all public works 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.800 to ORS 279C.850. For projects covered by the federal Davis-Bacon Act (40 USC 276a), contractors and subcontractors shall pay workers the higher of the state or federal prevailing rate of wage.

(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) 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 Attorney General's Model Public Contract Rules Manual, OAR 137-030-0010, Commentary 4. 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, both the County and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(11) 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.

(12) 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.

(13) 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 in obtaining any required subcontracts.

(14) Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal.

(15) 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.

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

(17) 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.

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

(19) 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.

(20) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

(21) If as a result of this contract, the contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 through 2.448, by using recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.

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(23) As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.

(24) As to public improvement contracts for demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

(25) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract. *(Revised by Order No. 98-12-2-4, Effective 12.2.98; 04-6-30-12, 6.30.04; 05-2-16-8, 2.28.05; 05-12-14-9, 1.1.06)*

Description of Rural Tourism Marketing Program (RTMP) Process
2009-2010

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

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Step 3 – Review and contracting – A staff review committee then reviews quotes and project descriptions received for the McKenzie area. Staff also compares project summaries from cities to the RTMP project criteria. If there are no problems with the quote process and the city summaries are consistent with the RTMP project criteria, then a board agenda packet will be prepared for approval of contracts. If project descriptions appear inconsistent with the RTMP project criteria, or the McKenzie area quote is contested, then the County Administrator may request that a review committee be formed to evaluate the RTMP projects. Upon Board approval, contracts will be prepared for distribution of funds to the cities and the McKenzie contractor.

Step 4 – Distributing funds - When the contracts are in place, checks will be sent to each of the cities for the full amount of the RTMP contract. In the case of the McKenzie contractor, funds will be drawn down in increments, based on completion of the work, and applicable contracting requirements. For all contracts, a final report, with documentation of expenses, is submitted with the final pay request or at project close-out. Final reports shall be received by November 1st of each year.

Step 5 – Reporting and Monitoring - C&ED staff review the final reports from the cities for consistency with the RTMP project criteria. If the city did not fully expend the contract amount then this will be reported and the city will show this amount as rolling over to the following year RTMP project description. This provides the project description for reporting by the cities, as described in Step 2, above. In the case of the McKenzie contract, the final report is reviewed before final payment is issued to the contractor.

RURAL TOURISM MARKETING AGREEMENT

BETWEEN: CITY OF Cottage Grove, 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 A, 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 \$24,405.00 of fund 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 D) 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 2010 and shall continue until December 2010.
- 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

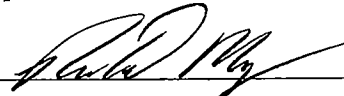
- 6) No amendment to this agreement shall be effective unless made in writing and signed by other parties.
- 7) Exhibits to this agreement include: A) Summary of Results, Budget and Work Plan, B) Rural Tourism Marketing Program Mission Statement and Project Criteria, D) Lane Manual 21.130, and E) Description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

LANE COUNTY

By: _____

Date: _____

CITY

By: 

Date: Jan. 22, 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 2008- 2009 Contract Amount \$24,697

RTMP Project Criteria*	Activities	Expenses	Brief summary of project results
1. 1,6,7	Staffing Advertising	\$8,300	Staff Chamber/Visitors Center Help fund marketing campaigns
2. 1,2,3,6	Marketing/ Advertising	\$6,000	Peak season marketing to attract new visitors. Market to visiting tourists about local attractions.
3. 1,2,3	Equipment Replacement	\$2,000	Purchase new poles for canopies Purchase new barricades to replace damaged.
4. 2	Park Projects	\$8,397	Misc. park enhancement projects. Trailhead, Coiner & Stewart Park
Carry over to the next year		0	
TOTAL budget **		\$24,697	All funds expended

Coming Year's Work Plan and Budget (\$24,405) allocation, plus \$ 0 carryover)

RTMP Project Criteria*	Activities	Budget - Including Carry over	Brief summary of project objectives
1. 1,3,6,7	Staffing Advertising	\$9,405	Staff Chamber/Visitors Center Help fund marketing campaigns, including Covered Bridge Festival
2. 1,2,3	Park Project Equipment upgrade	\$9000	Electrical System Upgrade Coiner Park For events and concerts. New Boom Microphone stand
3. 2	Bridge Painting	\$5,000	New coat of paint for Centennial Bridge
4. 1,2,6	Disc Golf Maps	\$1,000	Create reusable site/course maps for Disc Golf Course
TOTAL budget		\$24,405	

*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 final results, actual expenses need to 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 Teresa Cowan Title Community Coordinator

City Cottage Grove Date: January 22, 2010

-Send completed report by January 27, 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 Travel 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.

Lane Manual 21.130. STANDARD CONTRACT 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.

(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 workers upon all public works 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.800 to ORS 279C.850. For projects covered by the federal Davis-Bacon Act (40 USC 276a), contractors and subcontractors shall pay workers the higher of the state or federal prevailing rate of wage.

(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) 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 Attorney General's Model Public Contract Rules Manual, OAR 137-030-0010, Commentary 4. 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, both the County and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(11) 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.

(12) 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.

(13) 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 in obtaining any required subcontracts.

(14) Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability, or qualities are otherwise equal.

(15) 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.

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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 A, 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 \$7,853.00 of fund 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 D) 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 2010 and shall continue until December 2010.
- 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) Summary of Results, Budget and Work Plan, B) Rural Tourism Marketing Program Mission Statement and Project Criteria, D) Lane Manual 21.130, and E) Description of RTMP Process.

LANE COUNTY

By: _____

Date: _____

CITY

By: 

Date: 01-12-10

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 2008 (Oct 08-Nov 09) Contract Amount \$ 8,785

RTMP Project Criteria*	Activities	Expenses	Brief summary of project results
1. 3& 6 Advertising	Advertising	\$ 7,439	Maintained web site and published bimonthly newsletter (see attached for detail)
2. 3& 6 Advertising	Advertising	0	For cleaning signs on I-5, the state stopped providing the service
3.			
Carry over to the next year		\$ 1,346	
TOTAL budget **		\$ 8,787	

Coming Year's Work Plan and Budget (\$ 7,853 allocation, plus \$ 1,346 carryover)

RTMP Project Criteria*	Activities	Budget - Including Carry over	Brief summary of project objectives
1. 3& 6 Advertising	Advertising	\$ 7,500	Maintain web site and publish bimonthly newsletter
2. 3& 6 Advertising	Advertising	\$ 1,699	Use a contractor to bring Web Site documents up to date
TOTAL budget		\$ 9,199	

*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 final results, actual expenses need to 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 _____ Craig Gibbons _____ Title Finance Director

City Coburg

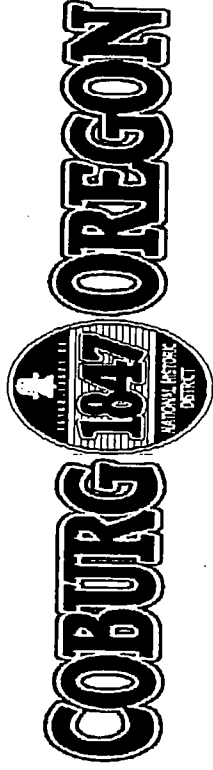
Date January 7, 2009

-Send completed report by January 27, 2010 to Mike McKenzie-Bahr, Community and Economic Development Coordinator, County Administration Office, 125 E. 8th Avenue, Eugene, OR 97401.

Accounts Payable

Transactions by Account and Department

User: gibons
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Account Number	Vendor	Description	GL Date	Check No	Amount	PO No
001-025-510450	USPS	Mail July Newsletters	07/10/2009	40114	166.58	
001-025-510450	USPS	Newsletters	09/18/2009	40265	167.63	
001-025-522220	Best Little Printhouse	Newsletters	11/10/2008	39434	613.66	
001-025-522220	Best Little Printhouse	Newsletters	01/10/2009	39617	532.32	
001-025-522220	Best Little Printhouse	Newsletters	03/10/2009	39786	613.66	
001-025-522220	Best Little Printhouse	May Newsletter	04/28/2009	39932	613.66	
001-025-522220	Best Little Printhouse	Newsletter printing	06/30/2009	40074	664.79	
001-025-522220	Best Little Printhouse	newsletter	09/08/2009	40208	598.32	
001-025-522220	Carolina Curran	Newsletters	11/10/2008	39443	250.00	
001-025-522220	Carolina Curran	Mar Apr Newsletter	03/06/2009	39792	250.00	
001-025-522220	Carolina Curran	May June newsletter editing	04/30/2009	39938	250.00	
001-025-522220	Carolina Curran	July Aug edit	08/18/2009	40187	250.00	
001-025-522220	Carolina Curran	Sept/Oct newsletter	10/13/2009	40290	250.00	
001-025-522220	Dive in Designs, Inc	Website Hosting	11/10/2008	39446	50.00	
001-025-522220	Dive in Designs, Inc	Website hosting	12/05/2008	39525	50.00	
001-025-522220	Dive in Designs, Inc	Website Hosting	12/24/2008	39580	50.00	
001-025-522220	Dive in Designs, Inc	Feb hosting svcs	02/05/2009	39693	50.00	
001-025-522220	Dive in Designs, Inc	Web Site Hosting	03/19/2009	39831	50.00	
001-025-522220	Dive in Designs, Inc	Web hosting	04/21/2009	39919	50.00	
001-025-522220	Dive in Designs, Inc	June 2009 Web hosting	05/15/2009	40004	50.00	
001-025-522220	Dive in Designs, Inc	May hosting	05/21/2009	40004	50.00	
001-025-522220	Dive in Designs, Inc	annual web hosting FY10	07/10/2009	40084	550.00	
001-025-522220	Sammy Egbert	Newsletter Postage	01/10/2009	39625	55.00	
001-025-522220	USPS	Newsletter Postage	11/10/2008	39489	154.67	
001-025-522220	USPS	Mail newsletter	01/10/2009	39651	163.58	
001-025-522220	USPS	Newsletter Postage	03/10/2009	39823	156.73	
001-025-522220	USPS	Replenish Reserve for Newsletter	04/28/2009	39968	157.28	
001-025-522220	USPS	Mailing	07/02/2009	40071	581.36	

Subtotal for Dept: 025 7,439.24

RURAL TOURISM MARKETING PROGRAM

Mission Statement and Project Criteria

MISSION STATEMENT

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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 Travel 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.

Lane Manual 21.130. STANDARD CONTRACT 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.

(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 workers upon all public works 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.800 to ORS 279C.850. For projects covered by the federal Davis-Bacon Act (40 USC 276a), contractors and subcontractors shall pay workers the higher of the state or federal prevailing rate of wage.

(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) 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 Attorney General's Model Public Contract Rules Manual, OAR 137-030-0010, Commentary 4. 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, both the County and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(11) 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.

(12) 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.

(13) 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 in obtaining any required subcontracts.

(14) Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal.

(15) 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.

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

(17) 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.

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

(19) 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.

(20) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

(21) If as a result of this contract, the contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 through 2.448, by using recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.

(22) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

(23) As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.

(24) As to public improvement contracts for demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

(25) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract. *(Revised by Order No. 98-12-2-4, Effective 12.2.98; 04-6-30-12, 6.30.04; 05-2-16-8, 2.28.05; 05-12-14-9, 1.1.06)*

Description of Rural Tourism Marketing Program (RTMP) Process
2009-2010

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

Step 1 - Budget determination - In July, end of fiscal year reports are processed by the City of Eugene. A summary of the RTMP receipts is then available in August of each year. From this listing of receipts collected around Lane County the RTMP distribution for each city and zone is then calculated by county administration staff.

Step 2 - Request for descriptions and quotes - Cities are then sent a request to describe their projects for the coming year. The projects must be consistent with the RTMP mission statement and project criteria. Each city RTMP recipient briefly describes their project activities on a project reporting form (Attachment C). For the McKenzie area, a more formal request for quotes is advertised and sent to interested parties, unless a different process is required. The quote will include completing the project reporting form (similar to the cities) and additionally includes submitting a specific project budget and description of activities.

Step 3 - Review and contracting - A staff review committee then reviews quotes and project descriptions received for the McKenzie area. Staff also compares project summaries from cities to the RTMP project criteria. If there are no problems with the quote process and the city summaries are consistent with the RTMP project criteria, then a board agenda packet will be prepared for approval of contracts. If project descriptions appear inconsistent with the RTMP project criteria, or the McKenzie area quote is contested, then the County Administrator may request that a review committee be formed to evaluate the RTMP projects. Upon Board approval, contracts will be prepared for distribution of funds to the cities and the McKenzie contractor.

Step 4 - Distributing funds - When the contracts are in place, checks will be sent to each of the cities for the full amount of the RTMP contract. In the case of the McKenzie contractor, funds will be drawn down in increments, based on completion of the work, and applicable contracting requirements. For all contracts, a final report, with documentation of expenses, is submitted with the final pay request or at project close-out. Final reports shall be received by November 1st of each year.

Step 5 - Reporting and Monitoring - C&ED staff review the final reports from the cities for consistency with the RTMP project criteria. If the city did not fully expend the contract amount then this will be reported and the city will show this amount as rolling over to the following year RTMP project description. This provides the project description for reporting by the cities, as described in Step 2, above. In the case of the McKenzie contract, the final report is reviewed before final payment is issued to the contractor.

RURAL TOURISM MARKETING AGREEMENT

BETWEEN: CITY OF Junction City, 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 A, 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 \$8,600.00 of fund 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 D) 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 2010 and shall continue until December 2010.
- 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) Summary of Results, Budget and Work Plan, B) Rural Tourism Marketing Program Mission Statement and Project Criteria, D) Lane Manual 21.130, and E) Description of RTMP Process.

LANE COUNTY

By: _____

Date: _____

CITY

By: 
David Clyne, City Administrator

Date: 1/25/10

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 2008 Contract Amount \$ 8753

RTMP Project Criteria*	Activities	Expenses#	Brief summary of project results
1.	2	\$4,000	Purchased signs/banners for downtown that highlight seasonal activities.
2.	2	\$1,500	Purchased signs and promotions for local Farmer's Market.
Carry over to the next year		\$3,253	
TOTAL budget **		\$8,753	

Coming Year's Work Plan and Budget (\$ 8,600 allocation, plus \$ 3,253 carryover)

RTMP Project Criteria*	Activities	Budget - Including Carry over \$11,853	Brief summary of project objectives
1.	2	\$2,000	50 th Anniversary and General Scandinavian Festival promotion banners
2.	2	\$1,500	Farmer's Market promotions and signs
3.	1	\$3,000	Regional promotion publication
4.	2	\$5,353	Way finding signs for parking, parks, pts. of interest.
TOTAL budget		\$11,853	

*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 final results, actual expenses need to 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 : Melissa Bowers

Title: Community Services Director

City: City of Junction City

Date: 1/25/10

-Send completed report by January 27, 2010 to Mike McKenzie-Bahr, Community and Economic Development Coordinator, County Administration Office, 125 E. 8th Avenue, Eugene, OR 97401.

RURAL TOURISM MARKETING PROGRAM

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(13) 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 in obtaining any required subcontracts.

(14) Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal.

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(20) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

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RURAL TOURISM MARKETING AGREEMENT

BETWEEN: CITY OF Veneta, 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 A, 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 \$6,235.00 of fund 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 D) 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 2010 and shall continue until December 2010.
- 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) Summary of Results, Budget and Work Plan, B) Rural Tourism Marketing Program Mission Statement and Project Criteria, D) Lane Manual 21.130, and E) Description of RTMP Process.

LANE COUNTY

By: _____

Date: _____

CITY

By: Sharon Hubert Hardin

Date: January 25, 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 2008 Contract Amount \$ 6,341.30

RTMP Project Criteria*	Activities	Expenses#	Brief summary of project results
1. 1, 3,4,6b	Tourism Promotion	\$ 251.	Regional advertising of community events and celebrations.
2. 1,3,4,6a	Birding Event	\$ 1,000.	Promotion of 4 th Annual Wings & Wine bird watching event.
3. 1,3,4,6a	W & W Registration	\$ 2,700.	Contractor to complete all aspects of event registration and request for information.
4. 1,3,4,6a	Birding Event	\$ 1,856.	Contractor to secure sponsorship grants and provide event coordination.
Carry over to the next year		\$ 534.30	
TOTAL budget **		\$6341.30	

Coming Year's Work Plan and Budget (\$ 6,235 allocation, plus \$ 534.30 carryover)

RTMP Project Criteria*	Activities	Budget - Including Carry over	Brief summary of project objectives
1. 1, 3,4,6b	Tourism Promotion	\$ 1000.	Regional advertising of community events and celebrations.
2. 1,3,4,6a	Birding Event	\$ 1,000	Promotion of 5 th Annual Wings & Wine bird watching event.
3. 1,3,4,6a	W & W Registration	\$ 2,269.30	Contractor to complete all aspects of event registration and request for information.
4. 1,3,4,6a	Visitor Center	\$2,500 X	Chamber of Commerce to operate a visitor center
TOTAL budget		\$ 6,769.30	

*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 final results, actual expenses need to 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 Ric Ingham Title City Administrator

City Veneta Date January 22, 2010

-Send completed report by January 27, 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 Travel 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.

Lane Manual 21.130. STANDARD CONTRACT 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.

(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 workers upon all public works 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.800 to ORS 279C.850. For projects covered by the federal Davis-Bacon Act (40 USC 276a), contractors and subcontractors shall pay workers the higher of the state or federal prevailing rate of wage.

(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.

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