

RURAL TOURISM MARKETING AGREEMENT

BETWEEN: CITY OF Dunes 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 \$11,890.00 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: 1/13/10

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 \$ 11,904.00

RTMP Project Criteria*	Activities	Expenses#	Brief summary of project results
1. keep the water clean	purchased the equipment	2294.10	water testing equipment
2. Advertise	Bids have been completed and awarded	Bid amount 5,485.00	new city signs
3. Advertise	" "		updating the city visitor kiosks
Carry over to the next year			Advertising project still in process.
TOTAL budget **			

Coming Year's Work Plan and Budget (\$ 11,890.00 allocation, plus \$ _____ carryover)

RTMP Project Criteria*	Activities	Budget - Including Carry over	Brief summary of project objectives
1. PARR		10,000.00	update the city parks.
2. Brochure		1,890.00	Print more Siltcoos River Canoe trail brochures
3.			
TOTAL budget		11,890.00	

*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 Amy Graham Title City Recorder

City Dunes City Date 1/13/10

-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.



Dunes City Hall Sign Bid

This is an bid for replacing & refurbishing a portion of the signs for Dunes City Hall.

The bid includes a new design & layout plus installation of the existing signs. It also includes refurbishing the sign frames, painting any exposed surfaces and general maintenance of the areas around the sign.

The sign included in this bid are the large double sided sign on highway 101, the 4x8 building sign on City Hall, and the Kiosk information center area. Some additional small signs such as the handicapped parking sign are included in the bid but are not required to be replaced unless requested.

Any questions please contact Bill Roberts at 541.991.0445 or Patrick Looney at 541.991.6850

William F. Roberts
Dec 9, 09



Dunes City Hall Sign Replacement Bid

12/9/2009

Prepared for:
Dunes City Hall

Prepared by:
Bill Roberts Sign Shop
Salesperson: Patrick
3737 Pine & 37th St
Phone: 541-997-8148

Phone:

Fax:

Fax:

Description:

Delivery:

Production time for the following item(s) will be approximately 14 working days.

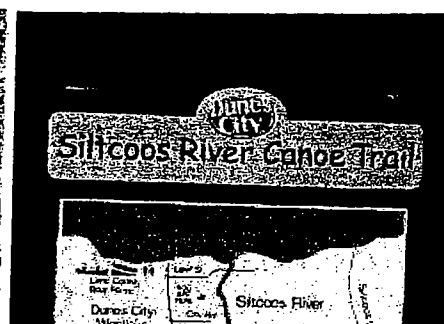
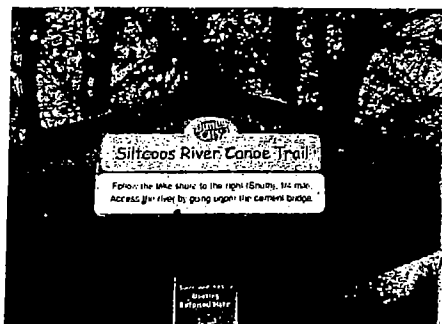
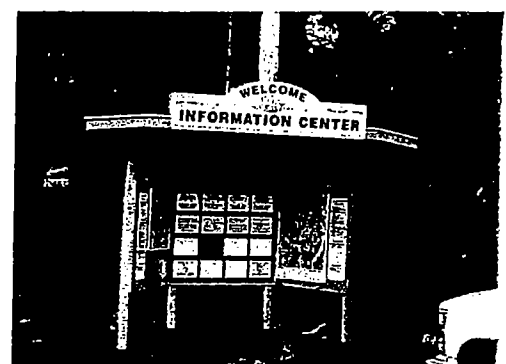
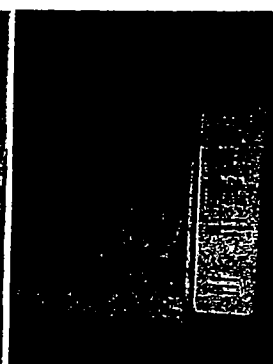
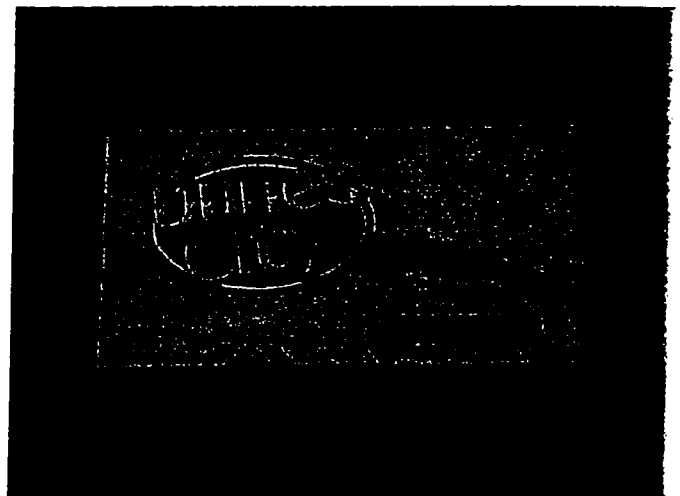
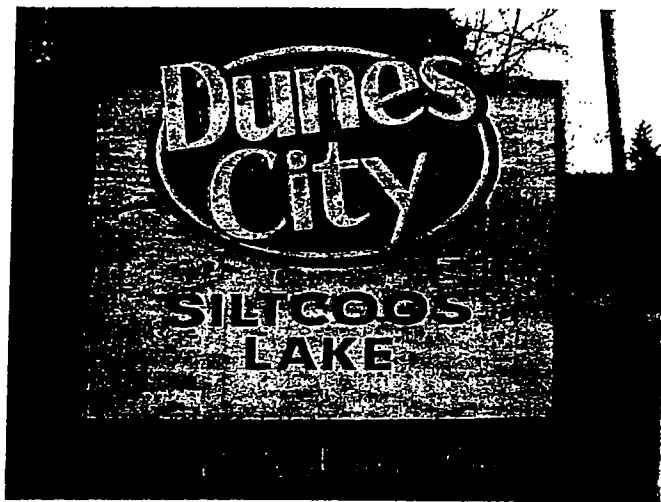
Quantity	Description	Each	Amount	Tax
2	Dune City Hwy 101 Sign Replacement 8x10 on Dibond w/ Contour Cut Top	\$950.00	\$1,900.00	
1	Dunes City Building Sign Replacement - 4x8 on PVC	\$450.00	\$450.00	
3	Main Panels of Information Kiosk Replacement 3 Panels 48" x 46" on Dibond	\$250.00	\$750.00	
3	Top Headers of Information Kiosk - 3 Panels 12x36" on Dibond	\$35.00	\$105.00	
1	Top Part of Information Kiosk "Information Center" 22" x 81" on pvc with contour cut top	\$255.00	\$255.00	
2	32" x 10" "Siltcoos Canoe Trail Top Signs" contour cut on Dibond	\$40.00	\$80.00	
8	Design & Setup Time (including new sign layouts & concept for information kiosk)	\$45.00	\$360.00	
1	Information Kiosk - Pressure Wash & Paint	\$550.00	\$550.00	
1	Building Sign - Repaint Old Sign Frame	\$75.00	\$75.00	
1	Install new signage & brackets, remove old signage & make repairs	\$850.00	\$850.00	
1	Replacement Handicap Parking Sign (Optional)	\$30.00	\$30.00	
2	24" x 36" Canoe Trail Information Posters (Optional)	\$40.00	\$80.00	

TOTALS Subtotal: \$5,485.00

Sales Tax: \$0.00

Total: \$5,485.00

Terms:



TURNER DESIGNS

Reliable Instruments for an Unreliable World

845 W.Maude Ave. Telephone 408-749-0994
Sunnyvale, CA 94085 Toll Free 877-316-8049
www.turnerdesigns.com Fax 408-749-0998

QUOTATION ONLY

Date	Quote #
12/03/08	AAAQ4985

Sold To: City of Dunes City, OR
5181 Sidus Lane
Florence, OR 97439
USA

Stephen Hager
Phone: 541-997-9276
Fax:
Email: cougarsteve@hotmail.com

Ship To: City of Dunes City, OR
5181 Sidus Lane
Florence, OR 97439
USA

Stephen Hager
Phone: 541-997-9276
Fax:

FOB	Terms	Rep	Shipment Within	Ship Via
Origin	Net 30	TOMB	1 to 2 WEEKS ARO	UPS Blue

Qty	Part Number	Description	Unit Price	Ext. Price
1	8000-010	HANDHELD - CONFIGURED WITH CHLOROPHYLL A AND PHYCOCYANIN CHANNELS	\$2,194.00	\$2,194.00
1	7000-959	10MM X 10MM METHACRYLATE CUVETTES, SQUARE (100 EA)	\$74.00	\$74.00
1	8000-952	ADJ SOLID SEC STD/RED	\$156.00	\$156.00
1	WARR-8001	1 YEAR EXTENDED WARRANTY - AQUAFLUOR	\$125.00	\$125.00
Running SubTotal				\$2,549.00
10.0% Discount				-\$254.90
Subtotal				\$2,294.10
Sales Tax				\$0.00
Shipping & Handling				Prepaid & Bill

Quote Valid Until: 12/31/2008 Prices are subject to change without notice.

To place an order you may fax your order to (408) 749.0998 or email your order to sales@turnerdesigns.com. Please include a copy of your quotation when placing an order. Do not pay from quotation, order confirmation is required before payment is made. For corrections or changes to this quote, please contact our sales department sales@turnerdesigns.com or call us toll free at 877-316-8049 or outside the US at 408.749.0994.

Turner Designs warrants its instruments and accessories to be free from manufacturing defects under normal use and service for a period of one year from the date of shipment.

WE LOOK FORWARD TO SERVING ALL OF YOUR FLUOROMETER NEEDS!

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.

(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 Florence, 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 \$72,368.00 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: Jacqueline M. Morgan

Date: 1/15/10

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 November to October 2008 Contract Amount: \$77,817
allocation, plus \$4,807 carry over = \$82,624.

RTMP Project Criteria*	Activities	Expenses#	Brief summary of project results
Florence Event Center 1,3,4,5,6,7	Staffing for Marketing Director	\$53,568	<p>Staffing: The Florence Event Center (FEC) spent RTMP funds to help pay for the Marketing Director/Community Outreach Manager position that has seen a steady increase of events to well over 400 each year.</p> <p>This position is responsible for marketing the Florence Event Center, as well as west Lane County, to prospective conference and meeting planners, event managers, visitor information entities, and other groups.</p> <p>The FEC Marketing Director works closely and partners with community and regional organizations to drive convention and visitor business toward Western Lane County.</p> <p>RTMP funding for this staff position will enable the Florence Events Center to maintain its marketing foothold, continue successful projects and programs to bring out of area guests to Lane County.</p>
Florence Event Center 1,3,4,5,6,7	Out of Area Promotions	\$20,432	<p>The marketing plan for 2008-09 included advertising in out-of area meeting and event directories, visitor guides, and event specific radio ads. Funds were put towards meeting industry trade shows, and conferences.</p> <p>We continued to work towards developing a self-sustaining active website with additional community links, and maintain our newsletter which has been streamlined and built on a current e-mail data base.</p> <p>Two new events were introduced this year; Hobby Fair- there were 11 vendors and</p>

			approximately 250 in attendance, A second fair is planned for July 2010 and we are hoping the event will continue to grow. Summer Folk Festival- staff is evaluating whether or not they will schedule one for 2010.
Florence Chamber of Commerce 1,3,4,5,6,7	Staffing	\$7,817	<p>This RTMP funding was utilized to offset staff time spent on regionally marketing the Florence area to potential visitors from the rest of the state or out of the country. The Chamber partnered with tourism agencies such as Travel Lane County, Oregon Coast Visitors Association and Travel Oregon to enhance their out-of-area marketing campaign.</p> <p>In 2008-09 their out-of-area marketing also included an Oregon Coast special featuring Florence that aired on the Travel channel in Europe, multiple print ads in publications such as the Portland Monthly Oregon Coast Magazine and Northwest Travel Magazine in addition to significant television advertising in greater Lane, Douglas, Benton and Linn Counties.</p> <p>The grant money was a tremendous asset to the Chamber budget.</p>
Carry over to the next year		\$807	
TOTAL budget **		\$82,624	

Coming Year's Work Plan and Budget (\$72,368 allocation, plus \$807 carryover = \$73,175)

RTMP Project Criteria*	Activities	Budget - Including Carry over	Brief summary of project objectives
Florence Event Center 1,3,4,5,6,7		\$54,797	Staffing: The Florence Event Center (FEC) will be using the RTMP funds to help pay for the Marketing Director/Community Outreach Manager position. The position was established in 2002 and has been building a marketing base that has seen a steady increase of events to well over 400 a year. This position is responsible to market the Florence Event Center, as well as the Western Lane County, to prospective meeting planners, event managers, visitor information entities and other groups.

			The FEC Marketing Director works closely and partners with community and regional organizations to drive convention and visitor business toward Western Lane County. RTMP funding for this staff position will enable the Florence Event Center to maintain its marketing foothold, continue successful projects and programs to bring out-of area guests to Lane County.
Florence Event Center 1,3,4,5,6,7	Promotions	\$18,378	Our marketing plan for the 2009-10 year includes advertising in out-of area meeting and event directories, visitor guides, and event specific radio ads. Funds will be put toward meeting industry association memberships, tradeshow, and conferences. We are continuing to work toward developing a self-sustaining active website with additional community links, and maintain our newsletter which has been streamlined and build on a current e-mail data base. We will be using a 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 Event Center.
TOTAL budget		\$73,175	

*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 Jacqueline M. Morgan Title Assistant City Manager
City Florence Date 1/15/10

-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.

(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)*

Attachment E

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 Lowell, 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 \$6,205.00 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: 
Warren R. Weathers. Mayor

Date: 1/19/10

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 \$ 10,174

RTMP Project Criteria*	Activities	Expenses#	Brief summary of project results
1. 2	Design a City Gateway		Deferred indefinitely
2. 2	Lowell Covered Bridge	\$1,636	Expense covered routine maintenance, seasonal bridge lighting and installation of automatic door opener
3. 3	Visitor Information Center		Deferred indefinitely
4. 2	Design Amphitheater for RR Park	\$1,209	Preliminary Design Costs
Carry over to the next year		\$7,329	
TOTAL budget **		\$10,174	

Coming Year's Work Plan and Budget (\$6,205 allocation, plus \$7,329 carryover)

RTMP Project Criteria*	Activities	Budget - Including Carry over	Brief summary of project objectives
1. 2	Lowell Covered Bridge	\$1,500	Provide Lowell Covered Bridge Interpretive Center Maintenance and Improvements.
2. 2	Design and Construct Amphitheater	\$8,534	Amphitheater to be used to support annual BBJ Festival and provide regular music and arts programs at Rolling Rock Interpretive Park.
3. 1.	Dexter Lake Fireworks Display	\$2,000	Provide funding assistance for the annual 4 th of July Fireworks Display at Dexter Lake.
4. 2.	Install Display Signage	\$1,500	Complete and Install Interpretive Signage for 5 Displays at Rolling Rock Park which currently have no signage.
TOTAL budget		\$13,534	

*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: Chuck Spies Title: City Administrator

City: Lowell

Date: January 19, 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 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 Oakridge, 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 \$12,918.00 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

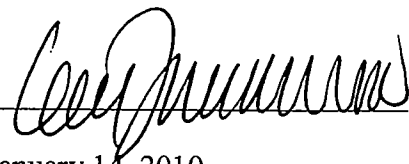
By: _____

Date: _____

CITY

By: _____

Date: January 14, 2010



APPROVED AS TO FORM

Date _____ Lane
County

OFFICE OF LEGAL COUNSEL

Attachment A

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

Past Year's Results – Reporting Period 2009 Contract Amount \$ 12,844

RTMP Project Criteria*	Activities	Expenses#	Brief summary of project results
1. 1, 3, 4, 7	Continue Chamber Support	\$10,000	Continue to support the Oakridge/Westfir Area Chamber of Commerce through staffing
2. 2	Support Community Projects	\$2,844	To help with the miscellaneous expenses of events that bring in people for overnights stays such as Concerts in the Park (5)
3.			
Carry over to the next year			
TOTAL budget **		\$12,844	

Coming Year's Work Plan and Budget (\$ 12,918 allocation, plus \$ 0 carryover)

RTMP Project Criteria*	Activities	Budget - Including Carry over	Brief summary of project objectives
1. 1, 3, 4, 7	Continue Chamber Support	\$10,000	Continue to support the Oakridge/Westfir Area Chamber of Commerce through staffing
2. 2	Support Community Projects	\$2,918	To help with the miscellaneous expenses of events that bring in people for overnights stays such as Concerts in the Park (5)
3.			
TOTAL budget		\$12,918	

*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.

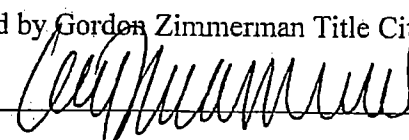
When reporting final results, actual expenses need to be listed.

-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 Gordon Zimmerman Title City Administrator

City of Oakridge



Date Jan. 14, 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 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 Westfir, a municipal corporation of the State of Oregon (City)

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

RECITALS

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

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

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

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

CITY AGREES: City shall receive and expend RTMP funds as provided for in Attachment 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 \$7,028.00 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

CITY

By: _____

By: Robert Friedman, Mayor

Date: _____

Date: 1-20-2010

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 \$ 7248.00

RTMP Project Criteria*	Activities	Expenses	Brief summary of project results
1. 1.1	Administration Web Hosting Christmas in the Cascades	450.00 75.00 500.00	Admin expense at 37.50 per month. Web site adding more info for tourists about events. Bridge Lighting art show prizes, Santa & Mrs Claus expense, cocoa, cider, cookies, & decorations.
2. 1.1	July 4 th Fireworks Old Fash. 4 th of July Celebration	1,000.00 1,000.00	Donated money to Oakridge Moose Lodge to help with firework display expense. Transferred money to sec. camera and landscaping.
3. 2.2	Security System Picnic tables at large shelter, beautification	2,349.00 2,874.00	Complete system with 3 cameras, DVR & monitor 5 picnic tables under large shelter, repainted shelters and posts after swallows nested.
Carry over to the next year			
TOTAL budget **		7,248.00	

Coming Year's Work Plan and Budget (\$ 7,028.00 allocation, plus \$ 0 carryover)

RTMP Project Criteria*	Activities	Budget - Including Carry over	Brief summary of project objectives
1. 1.2	Bridge Lighting Fireworks Administration	1,000.00 1,000.00 450.00	Advertise and promote annual festival & obtain heat source. Assist with cost of Oakridge/Westfir fireworks display. Admin. For time spent on tourism related activities.
2. 1.2	Parks & Recreation	1,000.00	Enhance and advertise bicycle skills area for trail riders and tourists with children that are in the area.
3. 2.2	Westfir Portal Boat Ramp	2,578.00 1,000.00	Create a historical interpretive display about Westfir area on bulletin boards at Covered Bridge and Rest Area, enclose bio-swale with decorative logging rope and posts, update landscaping, get a donation box shaped like bridge, add a security camera for displays, purchase energy saving light bulbs and light sensor for bridge. Advertise boat ramp, buy sign with rules and regs, picnic table, trash receptacle, parking markers.
TOTAL budget		7,028.00	

*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.

-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 RUTHAN Plumlee Title CITY RECORDER

City WESTFIR Date 1-20-2010

-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 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.