

W. 5. B. 2.

Memorandum Date: January 3, 2011
Board Order Date: January 18, 2011

TO: Board of County Commissioners

DEPARTMENT: CAO/Economic Development Standing Committee

PRESENTED BY: Mike McKenzie-Bahr, Community and Economic Development Coordinator & Cristina Rosado, Community and Economic Development Program Specialist

AGENDA ITEM TITLE: ORDER/IN THE MATTER OF APPROVING ALLOCATIONS TOTALING \$155,381 FOR 2010-11 RURAL TOURISM MARKETING PROGRAM (RTMP) PROJECTS IN THE CITIES OF OAKRIDGE, LOWELL, COTTAGE GROVE, VENETA, CRESWELL, JUNCTION CITY, FLORENCE, AND DUNES CITY AND AUTHORIZING COUNTY ADMINISTRATOR TO SIGN CONTRACTS AUTHORIZING DISTRIBUTION OF FUNDS

I. MOTION

Move to approve the 2010-11 Rural Tourism Marketing Program allocations totaling \$155,381 and authorize the County administrator to sign the contracts for distribution of the funds.

II. AGENDA ITEM SUMMARY

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

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

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

The Board of Commissioners is being requested to approve the 2010-11 Rural Tourism Marketing Program allocations totaling \$155,381, for the rural cities.

Two of the rural cities have yet to submit applications for the RTMP funds. Coburg and Westfir have been allocated \$7,881.00 and \$6,932.00 respectively. However, until an application requesting the funds and describing the proposed use of the funds is submitted, staff is not able to award the funds. Staff will continue to work with these two cities to ensure funding is eventually awarded. The Board of Commissioners can expect a future Board Order related to this issue.

Finally, the McKenzie River has been allocated \$24,815.00 in RTMP funds for 2010-2011. The McKenzie River is a competitive process. The request for proposal was issued on December 15, 2010. Proposals were due on January 12, 2011. An additional Board Order regarding this award will be brought to the Board of Commissioners in the near future.

III. BACKGROUND/IMPLICATIONS OF ACTION

Board Action and Other History

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

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

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

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

(c) Ten percent (10%) shall be for Special Projects and administration.

These funds shall be used for select special projects to enhance tourism as chosen by the Board annually under its own criteria, for more long-term funding for cultural or recreational projects or activities which the Board finds have significant impact on tourism, for administering and contract monitoring of

expenditures of the LC 4.110(2) tax revenue, and for staffing for the Tourism Council.

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

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

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

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

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

Rural Cities Requests

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

Creswell, \$12,984 - Staffing of Visitor Center, funding celebration, Visitor Center enhancement

Cottage Grove, \$24,826 - Staff Chamber of Commerce/Visitors Center, promote Chamber Bridge renovation with grand opening celebration, replanting of flower boxes, upgrade signage at I-5 exit, promote local events, exterior painting of Centennial Bridge.

Junction City, \$8,607 (plus \$5,179 carryover from last year's RTMP funds) – Stage/Water tower performance area, regional promotional magazine, downtown flowers, reader board upgrades, wayfinding sign.

Veneta, \$6,239 (plus \$904.55 carryover from last year's RTMP funds) - Tourism product development, regional development, promotion of 7th annual Wings and Wine bird watching event, registration for Wings and Wine event, and Chamber of Commerce operations.

Dunes City, \$11,890 – Print and internet marketing material design and development and City park facility upgrade (Phase II).

Florence, \$75,977 (plus \$805 carryover from last year's RTMP funds) - Staffing for Florence Events Center and Chamber of Commerce, and promotions and out of area advertising.

Lowell, \$6,205 (plus \$1,457 carryover from last year's RTMP funds) – Maintenance and improvements to Lowell Covered Bridge Interpretive Center, and construct Rolling Rock Park stage.

Oakridge, \$13,022 - Continued Chamber support, and Community project support.

A. Policy Issues

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

Board Goals

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

B. Financial and/or Resource Considerations

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

C. Analysis

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

RTMP program.

F. Alternatives/Options

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

IV. TIMING/IMPLEMENTATION

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

V. RECOMMENDATION

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

VI. FOLLOW UP

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

VII. ATTACHMENTS

- A. Board Order
- B. RTMP collection & allocation spreadsheet
- C. Rural Tourism Marketing Work Plans from the rural cities (C 1-8)

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

**ORDER NO.) IN THE MATTER OF APPROVING CONTRACTS
) TOTALING \$155,381 FOR 2010-11 RURAL TOURISM
) MARKETING PROGRAM (RTMP) PROJECTS IN THE
) CITIES OF OAKRIDGE, LOWELL, COTTAGE GROVE,
) VENETA, CRESWELL, JUNCTION CITY, FLORENCE,
) DUNES CITY, AND AUTHORIZING COUNTY
) ADMINISTRATOR TO SIGN CONTRACTS AUTHORIZING
) DISTRIBUTION OF FUNDS**

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

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

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

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

- 1) ORDERED that contracts are hereby authorized in the following amounts for delivery of the services described in the proposals received from the cities of: Creswell, \$12,984; Cottage Grove, \$24,826; Junction City, \$8,607; Veneta, \$6,239; Dunes City, \$11,890; Florence, \$75,977; Lowell, \$6,205; Oakridge, \$13,022.

- 2) FURTHER ORDERED that the County Administrator is authorized to sign all of the contracts described above in substantially the form presented.

Signed this 18th day of January 2011.

Faye Stewert, Chair
LANE COUNTY BOARD OF COMMISSIONERS

APPROVED AS TO FORM
Date 1-9-11
Lane County



ATTACHMENT B

**ROOM TAX
COUNTY WISE**

10 YEAR HISTORY TRANSIENT ROOM TAX							FISCAL YEAR COLLECTED	
	0	1	2	3	4	5 Year Total	5 Year Growth Rate	
Location	08/08	09/09	10/10	11/11	12/12	08/08 - 12/12		
Metropolitan	3,134,083	3,470,450.13	3,886,386.95	3,810,772.81	3,174,718.27	19,950,148	5.28%	
Springdale	1,483,608	\$1,597,384.62	\$1,654,819.09	\$1,629,785.68	1,434,839.02	9,055,627	3.86%	
Non City	80,083	\$ 62,409.00	\$ 55,855.58	\$ 55,855.58	49,957.17	341,620	-1.0%	
Metropolitan Total	4,087,776	5,120,244	5,396,882	5,296,394	\$4,659,314.48	29,347,394	4.02%	
Annual Growth rate	12.0%	9.2%	5.4%	-1.9%	-12.0%			
Five year growth rate	23.1%	33.8%	37.1%	28.5%	-0.6%			
Creswell	85,198	82441.78	81258.06	80434.04	82802.84	448,153	5.28%	
Cottage Grove	185,802	212949	224125.51	226866.21	204894.99	1,225,464	14.50%	
South Non City	4,770	5570.45	7817.54	9188.85	8888.78	22,388	0.26%	
South Zone 2 Total	266,769	300,961	313,201	316,299	294,367	1,415,708	16.75%	
Annual Growth rate	11.8%	17.7%	4.1%	1.0%	-9.9%			
Five year growth rate	23.1%	60.9%	48.1%	37.6%	15.1%			
Coburg	16,048	13,932	14,848	14,848	13,279.83	60,934	1.08%	
Junction City	23,010	25862.01	23604.83	19778.68	17527.38	130,361	1.54%	
Veneta	0	825	362.15	462.81	407.43	1,857	0.02%	
Central Non City	5,584	8871.76	9189.85	10283.71	10900.58	51,177	0.81%	
Central Zone 3 Total	44,621	49,291	48,006	46,373	42,116	274,329	3.25%	
Annual Growth rate	-0.7%	10.6%	-2.6%	-5.6%	-7.2%			
Five year growth rate	-8.0%	7.3%	5.4%	1.0%	-5.8%			
Dunes City	24,881	23692.51	23587.03	20461.82	21329.74	138,828	1.82%	
Florence	275,828	298909.5	298756.17	497533.3	538377.45	2,169,278	25.66%	
Coastal Non City	449,015	490433.14	511407.26	413748.9	349292.41	2,840,633	31.24%	
Coastal Zone 4&5 Total	749,323	811,036	833,760	931,742	909,000	4,946,740	58.52%	
Annual Growth rate	5.3%	8.2%	2.8%	11.8%	-2.4%			
Five year growth rate	20.7%	27.1%	27.4%	30.8%	21.3%			
Lowell	0					0	0.00%	
Oakridge	44,107	50849.34	83364.51	68930.11	49683.83	338,984	3.99%	
Westfir	7,472	9551.01	9185.52	1209.17	886.83	35,938	0.43%	
Willamette Non City	20,902	23366.24	22577.08	22370.98	23274.49	130,285	1.54%	
Willamette Zone 6 Total	72,481	83,769	116,127	92,510	73,646	503,185	5.95%	
Annual Growth rate	10.4%	15.8%	37.4%	-19.8%	-20.4%			
Five year growth rate	30.3%	25.2%	84.1%	40.8%	1.8%			
McKenzie (Zone 7)	170,372	173226.06	240746.57	387169.25	204913.45	1,313,266	15.54%	
Annual Growth rate	24.6%	1.7%	39.0%	80.8%	-47.1%			
Five year growth rate	44.0%	35.4%	83.1%	183.0%	20.3%			
RURAL TOTALS	1,292,668	1,418,282	1,560,830	1,773,094	1,524,040	8,483,216	100.00%	
Annual Growth rate	8.7%	9.7%	9.3%	14.3%	-14.0%			
Five year growth rate	25.7%	33.0%	40.3%	49.2%	17.9%			
All Metro	4,887,775	5,120,244	5,396,882	5,296,394	4,659,314	29,347,394	77.07%	
Non Metro City+McKenzie	812,315	890,038	899,838	1,317,493	1,133,704	5,887,061	15.49%	
Non Metro / Non City	480,251	528,244	550,992	455,601	380,338	2,844,483	7.47%	
Combined Total	5,980,340	6,538,526	6,947,692	7,069,488	6,183,355	38,078,938	100.00%	

RURAL TOURISM MARKETING 2004/05

**LANE COUNTY
RURAL TOURISM MARKETING FOR FY 08-09**

	A	B	C	D	E	B+C+E
Location	08/08	09/09	10/10	11/11	12/12	TOTAL ALLOCATION
TOTAL	68,250	66,250	150,922			199,377
Creswell	768	6,206	6,888	2,884	0	12,984
Cottage Grove	20,629	6,206	18,295	7,831	246	24,826
South Non City			336			
Coburg	1,857	6,206	5,666	6,783	516	7,881
Junction City	2,299	6,206	6,655	8,629	616	8,607
Veneta	6,496	6,206	28	0	0	6,239
Central Non City			787			
Dunes City	2,822	6,206	7,062	5,642	1,344	11,880
Florence	45,859	6,206	32,522	6,409	67,249	75,877
Coastal Non City			39,594			
Lowell	6,000	6,206	0	0	0	6,206
Oakridge	6,729	6,206	6,668	10,249	762	13,022
Westfir	9,611	6,206	533	2,624	162	6,932
Willamette Non City			1,953			
McKenzie	92,634	6,206	416,490			24,815

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

ATTACHMENT C1

RURAL TOURISM MARKETING AGREEMENT

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

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

RECITALS

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

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

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

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

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

COUNTY AGREES: County shall provide \$ 24,826.00 of funds from transient room tax receipts to City to be used for Rural Tourism Marketing Program activities, as described in Attachment A, attached hereto and incorporated by reference.

PARTIES AGREE:

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

INDEMNITY

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

TERM AND TERMINATION

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

AMENDMENTS AND EXHIBITS

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

LANE COUNTY

CITY

By: _____

By: *[Signature]*

Date: _____

Date: Nov. 30, 2010

APPROVED AS TO FORM

Date _____ Lane
County

OFFICE OF LEGAL COUNSEL

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

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

RTMP Project Criteria*	Activities	Expenses#	Brief summary of project results
1. 1,3,6,7	Staffing Advertising	\$9,405	Staff Chamber/Visitors Center. Help fund marketing campaigns, including Covered Bridge Festival
2. 1,2,3	Park Equipment Upgrade	\$9,000	Electrical system upgrade Coiner Park for special events/concerts. New boom microphone stand
3. 2	Bridge Painting	\$5,000	Exterior painting of Centennial Bridge.
4. 1,2,6	Disc golf maps	\$1,000	Create reusable site course maps for Disc Golf Course
Carry over to the next year	Bridge Painting	\$5,000	To be completed this year
TOTAL budget **		\$24,405	

Coming Year's Work Plan and Budget (\$24,826) allocation, plus \$5,000 carryover)

RTMP Project Criteria*	Activities	Budget - Including Carry over	Brief summary of project objectives
1.1,3,6,7	Staffing Marketing	\$9,000	Chamber staffing, maps, CG brochure
2. 1,2	Promote Bridge Renovation	\$5,000	Promote Chamber Bridge renovation With grand opening celebration.
3.2	Beautification Projects	\$3,000	Replanting flowerboxes/ upgrade signage at I-5exit
4.1,2,3,4,6	Marketing special events	\$3826	Promoting local events through various sources of media
5.2	Bridge Painting	\$5,000	Exterior painting of Centennial Bridge. Carry over

TOTAL budget		\$ 29,826	
-----------------	--	-----------	--

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

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

When reporting results, actual expenses will be listed.

-Add project description lines to the form as necessary.

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

Report Submitted by Teresa J. Cowan Title Community Coordinator

City Cottage Grove Date: November 30, 2010

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

ATTACHMENT C2

RURAL TOURISM MARKETING AGREEMENT

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

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

RECITALS

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

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

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

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

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

COUNTY AGREES: County shall provide \$ 6,239.00 of funds from transient room tax receipts to City to be used for Rural Tourism Marketing Program activities, as described in Attachment A, attached hereto and incorporated by reference.

PARTIES AGREE:

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

INDEMNITY

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

TERM AND TERMINATION

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

AMENDMENTS AND EXHIBITS

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

LANE COUNTY

By: _____

Date: _____

CITY

By: Shawn Hobart-Hord

Date: 11/8/10

APPROVED AS TO FORM

Date _____ Lane
County

OFFICE OF LEGAL COUNSEL

Report Submitted by RIC INGHAM Title CITY ADMINISTRATOR

City VENETA Date 11/8/10

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

Lane County Rural Tourism Marketing Program 2010-2011 (RTMP)
Summary of Results, Budget, and Work Plan

Past Year's Results – Reporting Period: Nov./2009 to Oct./2010 Cntrct. Amt. \$6,739.30

RTMP Project Criteria*	Activities	Expenses#	Brief summary of project results
1. 1, 3, 4, 6b	Tourism Promotion	382.50	Advertising support for community events.
2. 1, 3, 4, 6a	Birding Event	1,000	Sponsorship of 6 th annual Fern Ridge Wings & Wine Festival.
3. 1, 3, 4, 6a	W & W Registration	1,982.25	Contractor expenses to complete event registration and request for information for W&W Festival.
4. 1, 3, 4, 6a	Visitor Center	2,500	Chamber of Commerce to operate a visitor center.
TOTAL budget **		5,874.75	

Coming Year's Work Plan and Budget \$6,239 allocation, plus (\$904.55) carryover)

RTMP Project Criteria*	Activities	Budget - Including Carry over	Brief summary of project objectives
1. 1, 3, 4, 6b	Tourism Promotion & Development	2,143.55	Tourism product development and regional advertising of community events.
2. 1, 3, 4, 6a	Birding Event	1,000	Promotion of 7 th annual Wings & Wine bird watching event.
3. 1, 3, 4, 6a	W & W Registration	1,500	Contractor to complete all aspects of event registration and request for information.
4. 1, 3, 4, 6a	Visitor Center	2,500	Chamber of Commerce to operate a visitor center.

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

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

When reporting results, actual expenses will be listed.

-Add project description lines to the form as necessary.

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

ATTACHMENT C3

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

COUNTY AGREES: County shall provide \$ 11,890.00 of funds from transient room tax receipts to City to be used for Rural Tourism Marketing Program activities, as described in Attachment A, attached hereto and incorporated by reference.

PARTIES AGREE:

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

INDEMNITY

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

TERM AND TERMINATION

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

AMENDMENTS AND EXHIBITS

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

LANE COUNTY

CITY

By: _____

By: Fred Hilden

Date: _____

Date: 12.8.2010

APPROVED AS TO FORM

Date _____ Lane
County

OFFICE OF LEGAL COUNSEL

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

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

RTMP Project Criteria*	Activities	Expenses#	Brief summary of project results
1. PARR		\$10,000	Update the City parks.
2. Brochure		\$1,890	Print more Siltcoos River Canoe Trail Brochures.
3.			
Carry over to the next year		0	
TOTAL budget **		\$11,890	

Coming Year's Work Plan and Budget (\$ 11,890 allocation, plus \$ 0 carryover)

RTMP Project Criteria*	Activities	Budget - Including Carry over	Brief summary of project objectives
1. Advertising	Local Attractions	\$ 2,450	Design and develop print and internet marketing materials for local attractions.
2. Beautification & Property Enhancement	Construction & Repairs	\$ 9,440	Phase II of City Park & facility upgrades.
3.			
TOTAL budget		\$11,890	

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

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

When reporting results, actual expenses will be listed.

-Add project description lines to the form as necessary.

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

Report Submitted by Fred Hilden  Title City Recorder

City Dunes City Date December 8, 2010

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

ATTACHMENT C4

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

COUNTY AGREES: County shall provide \$ 75,977.00 of funds from transient room tax receipts to City to be used for Rural Tourism Marketing Program activities, as described in Attachment A, attached hereto and incorporated by reference.

PARTIES AGREE:

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

INDEMNITY

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

TERM AND TERMINATION

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

AMENDMENTS AND EXHIBITS

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

LANE COUNTY

By: _____

Date: _____

CITY

By: *Logan M. Morgan*

Date: 11-1-10

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 Contract Amount
 \$72,368 allocation, plus \$807 carryover = \$73,175

RTMP Project Criteria*	Activities	Expenses#	Brief summary of project results
1. 1,3,4,5,6,7	Staffing for Marketing Director	\$54,797	<p>Staffing: The Florence Event Center (FEC) spent RTMP funds to help pay for the Marketing Director/Community Outreach Manger 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>
2. 1,3,4,5,6,7	Promotions	\$17,553	<p>Our marketing plan for the 2009-10 year included advertising in out-of area meeting and event directories, visitor guides, and event specific radio ads. Examples include: Travel Lane County, WAVE, MPI Directory, OSAM Directory Oregon Events Calendar, Hobby Fair 2010, and Bridal Section.</p> <p>Funds were put toward meeting industry association memberships, tradeshow, and conferences. We continue 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-</p>

			<p>mail data base.</p> <p>We used 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.</p>
Carry over to the next year		\$825	
TOTAL budget **		\$73,175	

Coming Year's Work Plan and Budget (\$ 75,977 allocation, plus \$805 carry over = \$76,827)

RTMP Project Criteria*	Activities	Budget - Including Carry over	Brief summary of project objectives
1. 1,3,4,5,6,7	Staffing for Marketing Director/Community outreach	\$54,827	<p>Staffing: The Florence Event Center (FEC) will be using the RTMP funds to help pay for the Marketing Director/Community Outreach Manger 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.</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. 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.</p>
2. 1,3,4,5,6,7	Promotions and Out of Area Advertising	\$22,000	The primary goal of this marketing plan is to create a strategy that will brand the FEC as the premier coastal meeting, performance, and convention facility. Implementing the marketing plan will generate convention and event activities,

which will provide a significant positive economic impact the Florence community.

Our marketing plan for the 2010-11 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. The overall marketing strategy is contingent upon a comprehensive upgrade of all electronic communications and implementation of new media (including social). We will be utilizing funds to upgrade the FEC and City's website. Many tourists/event planners research websites before making a decision to come to your community. The website upgrade for both entities will provide us the capability to immediately update our new site with the latest information on a daily basis allowing site visitors the ability to search the website, download information, and easily navigate the menu structure.

The FEC will also be implementing an online ticket purchasing system, a backstage blog, with "inside scoop" information on artists, plays, concerts and other functions, and create Facebook and Twitter accounts to provide consistent information.

We will be using a portion of the grant money to partner with the Florence Chamber of Commerce and other destination marketing organizations so that the FEC is actively promoted to any an all contacts with the convention and meeting planner industry groups; and will utilize print advertising publications that will present us with the greatest exposure, to the most suitable market for our facility at a cost effective price.

Proposed 2010-11 conference advertising publications include the Travel Lane County Meeting Planner Guide, the OMPI Membership Directory, OSAM Membership Directory, and BRAVE Event

			and Resource guide.
TOTAL budget		\$76,827	

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

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

When reporting results, actual expenses will be listed.

-Add project description lines to the form as necessary.

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

Report Submitted by Jacqueline M. Morgan Title Assistant City Manager

City Flora Date 11-11-10

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

ATTACHMENT C5

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

COUNTY AGREES: County shall provide \$ 13,022.00 of funds from transient room tax receipts to City to be used for Rural Tourism Marketing Program activities, as described in Attachment A, attached hereto and incorporated by reference.

PARTIES AGREE:

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

INDEMNITY

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

TERM AND TERMINATION

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

AMENDMENTS AND EXHIBITS

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

LANE COUNTY

By: _____

Date: _____

CITY

By: *[Signature]*

Date: NOV. 19, 2010

APPROVED AS TO FORM

Date _____ Lane
County

OFFICE OF LEGAL COUNSEL

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

Past Year's Results – Reporting Period: November to October Contract Amount \$12,918

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	\$2,918	To help with the miscellaneous expenses of events that bring in people for overnight stays such a Concerts in the Park (5 events)
3.			
Carry over to the next year			
TOTAL budget **		\$12,918	

Coming Year's Work Plan and Budget (\$ \$13,022 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	\$3,022	To help with the miscellaneous expenses of events that bring in people for overnight stays such a Concerts in the Park (5 events)
3.			
TOTAL budget			

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

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

When reporting results, actual expenses will be listed.

-Add project description lines to the form as necessary.

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

Report Submitted by GORDON ZIMMERMAN Title CIN ADMINISTRATOR

City ORANGE Date 11-19-10

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

ATTACHMENT C6

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

COUNTY AGREES: County shall provide \$ 6,205.00 of funds from transient room tax receipts to City to be used for Rural Tourism Marketing Program activities, as described in Attachment A, attached hereto and incorporated by reference.

PARTIES AGREE:

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

INDEMNITY

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

TERM AND TERMINATION

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

AMENDMENTS AND EXHIBITS

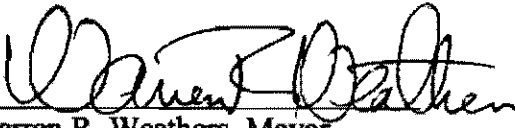
- 6) No amendment to this agreement shall be effective unless made in writing and signed by other parties.
- 7) Exhibits to this agreement include: A) Rural Tourism Marketing Agreement, Summary of Results, Budget, and Work Plan, B) Rural Tourism Marketing Program Mission Statement and Project Criteria,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

LANE COUNTY

By: _____

Date: _____

CITY

By: 
Warren R. Weathers, Mayor

Date: 11/16/2010

APPROVED AS TO FORM

Date _____ Lane
County

OFFICE OF LEGAL COUNSEL

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

Past Year's Results – Reporting Period: November to October Contract Amount \$ 13,534

RTMP Project Criteria*	Activities	Expenses#	Brief summary of project results
1. 2	Lowell Covered Bridge	\$672	Costs for routine maintenance, Electricity and Holiday Decorations
2. 2	Design and Construct RR Park Stage	\$1,895	Design Complete, Construction Cost to be carried over.
3. 1	Dexter Lake Fireworks	\$2,000	Provided funding assistance for annual 4 th of July Fireworks Display at Dexter Lake as budgeted.
4. 2	Install Display Signage	\$7,510	Installed 5 new interpretive signs for Rolling Rock Park. Refurbished 3 existing signs. Upgraded reader board to include modern capability. Also includes \$3,184 to re-roof historic caboose display verbally approved by Mike McKenzie-Bahr.
Carry over to the next year		\$1,457	
TOTAL budget **		\$13,534	

Coming Year's Work Plan and Budget (\$6,205 allocation, plus \$1,457 carryover)

RTMP Project Criteria*	Activities	Budget - Including Carry over	Brief summary of project objectives
1. 2	Lowell Covered Bridge	\$1,000	Provide Lowell Covered Bridge Interpretive Center Maintenance and Improvements
2. 2	Construct RR Park Stage	\$6,662	Stage to be used to support annual BBJ Festival and provide regular music and arts programs at Rolling Rock Interpretive Park.
3.			
TOTAL budget		\$7,662	

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

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

When reporting results, actual expenses will be listed.

-Add project description lines to the form as necessary.

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

Report Submitted by Chuck Spies Title: City Administrator

City: Lowell

Date: November 17, 2010

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

ATTACHMENT C7

RURAL TOURISM MARKETING AGREEMENT

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

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

RECITALS

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

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

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

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

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

COUNTY AGREES: County shall provide \$ 12,984.00 of funds from transient room tax receipts to City to be used for Rural Tourism Marketing Program activities, as described in Attachment A, attached hereto and incorporated by reference.

PARTIES AGREE:

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

INDEMNITY

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

TERM AND TERMINATION

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

AMENDMENTS AND EXHIBITS

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

LANE COUNTY

By: _____

Date: _____

CITY

By: *[Signature]* *Mark W. Stevens*
City Administrator

Date: 1/4/11

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 2010 Contract Amount \$12,683

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

Coming Year's Work Plan and Budget (\$ 12,984) allocation, plus \$ 0 carryover)

RTMP Project Criteria*	Activities	Budget - Including Carry over	Brief summary of project objectives
1. 7	Staffing Visitor Center	\$7900	Provide wages to staff visitor center
2. 2,7	21 st Annual July 4 th Celebration	\$4500	Fund entertainment, promotion, event security for the all day community wide celebration which attracts thousands of visitors to Creswell for the daylong event
3. 2	Visitor Enhancement Center	\$584	Visitor Center Enhancement, including office signage upgrade and tourism brochure upgrades
TOTAL budget		\$12,984	

*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 Shelby Hunt Title Chamber Co. President

City of Creswell Date 1-4-11

-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.

ATTACHMENT C8

RURAL TOURISM MARKETING AGREEMENT

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

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

RECITALS

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

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

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

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

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

COUNTY AGREES: County shall provide \$ 8,607.00 of funds from transient room tax receipts to City to be used for Rural Tourism Marketing Program activities, as described in Attachment A, attached hereto and incorporated by reference.

PARTIES AGREE:

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

INDEMNITY

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

TERM AND TERMINATION

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

AMENDMENTS AND EXHIBITS

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

LANE COUNTY

By: _____

Date: _____

CITY

By: Jamon N. Felt

Date: 12-2-10

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 Contract Amount \$8,600, Previous balance \$3,253

RTMP Project Criteria*	Activities	Expenses#	Brief summary of project results
1.	1	\$3,000	Regional promotion publication
2.	1	\$1,554	Banners for downtown
3.	2	\$2,120	50 th Anniversary Scandinavian Festival Promotions
Carry over to the next year		\$5,179	
TOTAL budget **		\$11,853	

Coming Year's Work Plan and Budget (\$8,607 allocation, plus \$5,179 carryover = \$13,786)

RTMP Project Criteria*	Activities	Budget - Including Carry over \$13,786	Brief summary of project objectives
1.	2	\$5,500	Stage/Water Tower Performance area
2.	1	\$2,500	Regional Promotional Magazine
3.	1	\$3,000	Downtown flowers
4.	1	\$1,000	Reader Board Upgrade
5.	2	\$1,786	Wayfinding Sign (project carryover)
TOTAL budget		\$13,786	

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

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

When reporting results, actual expenses will be listed.

-Add project description lines to the form as necessary.

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

Report Submitted by Melissa Bowers Title: Community Services Director
City Junction City Date 12/2/10

-Send completed report by November 26, 2010 (extension to 12/3/10 per County staff) to Mike McKenzie-Bahr, Community and Economic Development Coordinator, County Administration Office, 125 E. 8th Avenue, Eugene, OR 97401.