

Staff Report for Board of County Commissioners
 From: Tourism & Cultural Affairs
 RE: Funding Agreement for Clackamas County Arts Alliance
 Date: 06/16/2021

Members of the Board:

Approval of contract to receive Regional Cooperative Tourism Program funds for FY20/21 from Travel Portland.

Purpose/Outcome	This contract allows Tourism to receive \$169,511 to implement tourism development and promotion tactics that support tourism in Clackamas County.
Fiscal Impact	\$169,511 revenue for Tourism in FY20/21.
Funding Source	Travel Portland's Regional Cooperative Tourism Program
Duration	This contract expires on June 30, 2021.
Counsel Review	If item is a contract, including IGAs, leases, or other binding agreements, please put in the date of County Counsel Review and the initials of the attorney performing the review. 1. 6/14/21 2. AN
Staff Recommendation	Staff recommend approval of the agreement.
Contact Person	Samara Phelps, Tourism & Cultural Affairs samara@mthoodterritory.com
Attached	Travel Portland Personal/Professional Services Contract – Regional Cooperative Tourism Program Partner Agreement

BACKGROUND:

Travel Portland serves as the Regional Destination Management Organization for Travel Oregon's Regional Cooperative Tourism Program. The funds for this program are generated by the state transient lodging tax (TLT) and distributed to the seven tourism regions. Travel Portland then distributes a portion of the Portland Region allocation to subregional partners based on where the TLT was generated. For FY220/21 Clackamas County's allocation is \$169,511. These funds will be used to implement tourism tactics that align with the regional strategies and meet Clackamas County's tourism partner's needs. Approval of this contract before June 30, 2021 ensures Clackamas County receives the FY20/21 allocation.

**TRAVEL PORTLAND PERSONAL/PROFESSIONAL SERVICE CONTRACT
REGIONAL COOPERATIVE TOURISM PROGRAM PARTNER AGREEMENT**

This contract for professional services (“**Contract**”) number **RCTP-CCTCA-TP-2020-21** is between Travel Portland (“**Travel Portland**”) and Clackamas County (“**Contractor**”). Travel Portland’s Contract Administrator for this Contract is identified in section 21.

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1. Contract Term. This Contract is effective on the earlier of **July 15, 2020**, or the date it has been signed by Travel Portland and Contractor, and all required Travel Portland approvals have been obtained. This Contract continues through **June 30, 2021**, unless earlier terminated or extended by written, fully executed amendment. Contract termination does not extinguish or prejudice Travel Portland's right to enforce this Contract with respect to any default by Contractor that has not been cured.

2. Statement of Work; Consultant and Facilitation Services; Work Product; Deliverables. Contractor shall provide the services and deliver all associated deliverables (“**Work Product**”) described in **Exhibit A, Statement of Work (“Services”)**, which is attached and incorporated into this Contract.

3. Consideration.

3.1. As payment in full for Services, Travel Portland shall pay Contractor at the rates specified in Exhibit A.

3.2. Travel Portland will reimburse Contractor for reasonable and necessary travel and other expenses only if expressly provided in Exhibit A.

3.3. The maximum, not-to-exceed amount payable to Contractor under this Contract, including all payments pursuant to Section 3.1 and any allowable expenses pursuant to section 3.2, is **\$169,511.00**. Contractor shall not submit invoices for and Travel Portland is not obligated to pay, any compensation in excess of this amount. If this maximum amount is increased by Contract amendment, the amendment must be fully effective before Contractor performs any Services subject to the amendment.

3.4. Travel Portland is not obligated to pay Contractor for any Services unless such Services are complete, conform to the Contract specification, and otherwise conform to the warranties and other terms of this Contract.

3.5. Contractor shall submit invoices no more than twice yearly to Travel Portland’s Contract Administrator for Services performed. Contractor shall describe in each invoice all Services performed, the dates of performance, and by whom such Services were performed, and shall itemize and explain all expenses for which Contractor claims reimbursement.

4. Contract Documents. This Contract consists of the following documents, which are listed in descending order of precedence: this Contract less all exhibits, Exhibit A: Statement of Work), Exhibit B: Insurance Requirements and Exhibit C: Approved RCTP Plan. Exhibits A – C are attached and incorporated into this Contract.

5. Independent Contractor; Responsibility for Taxes and Withholding.

5.1. Contractor performs all Services as an independent Contractor. Contractor is responsible for determining the appropriate means and manner of performing the Services.

5.2. Contractor shall pay all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Travel Portland will not withhold from such compensation or payments any amounts to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

6. Subcontracts and Assignment; Successors and Assigns. Contractor shall not enter into any subcontracts for any of the Services required by this Contract without Travel Portland's prior written consent. Travel Portland's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. The provisions of this Contract shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns, if any. Contractor shall not assign, delegate, or transfer any of its rights or obligations under this Contract without Travel Portland's prior written consent.

7. No Third-Party Beneficiaries. Travel Portland and Contractor are the only parties to this Contract and are the only parties entitled to enforce the terms of this Contract. Nothing in this Contract gives, is intended to give, or is construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

8. Funds Available and Authorized Payments. Contractor will not be compensated for work performed under this Contract by any other agency. Travel Portland certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract within Travel Portland's current biennial appropriation or limitation. Contractor understands and agrees that Travel Portland's payment of amounts under this Contract is contingent on Travel Portland receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow Travel Portland, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

9. Representations and Warranties.

9.1. Contractor's Representations and Warranties. Contractor represents and warrants to Travel Portland that:

9.1.1. Contractor has the power and authority to enter into and perform this Contract;

9.1.2. this Contract, when executed and delivered, is a valid and binding obligation of Contractor enforceable according to its terms;

9.1.3. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and according to standards prevalent in Contractor's industry, trade or profession; and

9.1.4. Contractor is and will at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Services.

9.1.5. Contractor has all rights necessary in the Work Product to grant the rights to the Work Product required under this Contract and Travel Portland's use of the Work Product shall not infringe the copyright or other intellectual property or proprietary rights of any third party;

9.1.6. To the best of Contractor's knowledge, the photographic images and Travel Portland's authorized use of the images hereunder will not give rise to a claim by any persons depicted in the photographic images or by any third party of defamation, invasion of privacy, appropriation of likeness, unreasonable intrusion, public disclosure of private facts and holding up to a false light in the public eye;

9.1.7. All releases, permissions, and consents required in relation to the depiction of persons featured in the photographic images have been obtained for the purposes of Travel Portland's authorized use of the Work Product under this Contract;

9.2. Warranties cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

10. Ownership of Work Product. All Work Product is the exclusive property of the Contractor. Contractor hereby grants to Travel Portland a perpetual, non-exclusive license to use, reproduce, display, publish and create derivative works of the Work Product. Unless otherwise provided in the Statement of Work, Travel Portland's use of the Work Product includes the right for Travel Portland to sublicense photographic images to state and local government agencies and to industry partners who comprise the news media, tour operators, meeting planners and other authorized third parties ("Sublicensees").

11. Indemnity.

11.1. Indemnity. Contractor shall defend, save, hold harmless, and indemnify Travel Portland, and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the alleged negligent or willful acts, omissions, or any breach of this Contract by the Contractor or its officers, employees, subcontractor, or agents under this Contract.

11.2. Control of Defense and Settlement. Contractor shall have control of the defense and settlement of any claim that is subject to sections 11.1; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of Travel Portland, nor purport to act as legal representative of Travel Portland without first receiving from Travel Portland authority to act as legal counsel, nor shall Contractor settle any claim, action or suit on behalf of Travel Portland without the approval of Travel Portland. Travel Portland may, at its election and expense, assume its own defense and settlement in the event that Travel Portland determines that Contractor is prohibited from defending Travel Portland, or is not adequately defending Travel Portland's interests, or Travel Portland desires to assume its own defense.

12. Insurance. Contractor shall maintain the insurance coverage specified in Exhibit B, Insurance.

13. Termination.

13.1. Termination by Travel Portland for Convenience. At its sole discretion, Travel Portland may terminate this Contract for its convenience upon sixty (60) days written notice to Contractor.

13.2. Termination by Travel Portland for Cause. In addition to any other rights and remedies Travel Portland may have under this Contract, Travel Portland may terminate this Contract, in whole or in part, immediately upon written notice to Contractor, or at such later date as Travel Portland may establish in such notice, upon the occurrence of any of the following events:

13.2.1. Funding from federal, state, or other sources is not obtained and continued at levels sufficient to pay for Contractor's Services;

13.2.2. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that the performance of the Services under this Contract is prohibited or Travel Portland is prohibited from paying for such Services from the planned funding source;

13.2.3. Contractor no longer holds a license or certificate that is required to perform the Services; or

13.2.4. Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Services in conformance with the requirements and warranties provided herein, or so fails to pursue the Services as to endanger Contractor's performance under this Contract according to its terms, and such breach, default or failure is not cured within ten (10) business days after delivery of Travel Portland's notice or such longer period as Travel Portland may specify in such notice.

13.3. Termination by Contractor. Contractor may terminate this Contract if Travel Portland fails to pay Contractor any amount pursuant to the terms of this Contract, and Travel Portland fails to cure such failure within thirty (30) days after Contractor's notice of termination for nonpayment, or such longer period as Contractor may specify in such notice.

13.4. Contract termination pursuant to this section 13 shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receive a notice of termination under this section 13, Contractor shall immediately cease all activities under this Contract, unless expressly directed otherwise by Travel Portland in the notice of termination. Further, upon termination, Contractor shall deliver to Travel Portland all documents, information, works-in-progress, Work Product, and other property that is or would be deliverables had this Contract been completed.

14. Confidentiality. Contractor acknowledges that Contractor and its employees or agent may, in the course of performing Services under Contract, be exposed to our acquire communication that is confidential, privileged communication not intended to be disclosed to third parties.

Contractor agrees that any Work Product created by Contractor and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract is deemed "Confidential Information" of Travel Portland. Confidential Information does not include information which is or becomes (other than by disclosure by Contractor) publicly known.

Contractor agrees to hold such Confidential Information in strict confidence and to not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such information for any purposes whatsoever other than the provision of Service to Travel Portland. Contractor agrees to advise each of its employees and agents of their obligations to keep such information confidential.

15. Records Maintenance; Access. Contractor shall maintain all financial records relating to this Contract according to generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor's performance. Contractor acknowledges and agrees that Travel Portland and its duly authorized representatives shall have access to such financial records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract,

whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

16. Compliance with Applicable Law. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Contract.

17. Limitation of Liabilities. Travel Portland and Contractor are not liable for (i) any indirect, incidental, consequential or special damages under this contract of (ii) any damage of any sort arising solely from the termination of this contract in accordance with its terms.

18. Force Majeure. Travel Portland and Contractor are not liable for delay or default caused by fire, riot, acts of God, terrorist acts or other acts of political sabotage, or war where such cause was beyond the reasonable control of Travel Portland or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

19. Survival. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 1, 7, 8, 9, 10, 11, 13, 14, 15, 19, 24, and 25.

20. Time is of the Essence. Contractor agrees that time is of the essence under this Contract.

21. Notice. Except as otherwise expressly provided in this Contract, any notices between the parties that relate to this Contract must be given in writing and delivered by one of the following methods: United States Postal Service (postage prepaid), express courier, facsimile, email or personal delivery to the other party at the physical address, facsimile number or email address set forth below or to such other addresses or numbers as either party may hereafter designate in writing. Any notice mailed or couriered is effective three (3) calendar days after the postmark date or the date that the notice is submitted to the courier for delivery, respectively. Any notice delivered by facsimile is effective on the day the transmitting machine generates a receipt of a successful transmission, if transmission was during normal business hours, or on the next business day, if the transmission was outside normal business hours of the recipient. Any notice delivered by email is effective on the day the email was received by the recipient, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hour of the recipient. To be effective against Travel Portland, Contractor must confirm by telephone call to Travel Portland's Contract Administrator, Travel Portland's receipt of any notice transmitted by facsimile or email. Any notice given by personal delivery is effective immediately if delivery is made to the following individuals identified below.

If to Travel Portland:	If to Contractor:
Megan Conway Chief Strategy Officer Travel Portland 100 SW Main Street, Suite 1100 Portland, OR 97204 (503) 275-9795 (voice) Email: megan@travelportland.com	Tootie Smith Chair, Board of Commissioners Clackamas County 2051 Kaen Road Oregon City, OR 97045 (503) 655-8581 (voice) Email: bcc@clackamas.us

22. Severability: The parties agree that if any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms will not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

23. Counterparts: This Contract may be executed in several counterparts, all of which when taken together constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed constitutes an original.

24. Choice of Law; Designation of Forum; Federal Forum.

24.1. Choice of Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

24.2. Designation of Forum. Any claim, action, suit or proceeding (collectively, "Claim") between Travel Portland and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of the State of Oregon for Multnomah County. Contractor hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

24.3. Federal Forum. Notwithstanding section 24.2, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon.

25. Merger Clause; Waiver. This Contract and attached exhibits constitute the entire agreement between the parties on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written, regarding this Contract that are not specified in this Contract. No waiver, consent, modification or change of terms of this Contract binds all parties unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, is effective only in the specific instance and for the specific purpose given. The failure of Travel Portland to enforce any provision of this Contract does not constitute a waiver by Travel Portland of that or any other provision.

26. Contractor Data and Certification.

26.1. Contractor Tax Identification Information. Contractor shall provide Contractor’s Social Security number or Contractor’s federal tax ID number and the additional information set forth below. Social Security Numbers provided pursuant to this Section will be used for the administration of state, federal and local tax laws.

Name (tax filing): Clackamas County

Address: 2051 Kaen Road
Oregon City, OR 97045

Citizenship, if applicable: Non-resident alien [] Yes [] No

Business Designation (check one):

Corporation [] Partnership [] Limited Partnership [] Limited Liability Company []
Limited Liability Partnership [] Sole Proprietorship [x] Other __ County Government __

Federal Tax-ID#: _____ 93-6002286 _____

Oregon State Tax ID #: _____ N/A _____

(Contractor must complete, sign and return W-9 form)

Travel Portland may report the information set forth above to the Internal Revenue Service (IRS) under the name and social security number or taxpayer identification number provided.

26.2. Certification. The Contractor certifies and swears under penalty of perjury that: (a) the number shown above is Contractor’s correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) the individual is authorized to act on behalf of Contractor, has authority and knowledge regarding Contractor’s payment of taxes, and to the best of the individual’s knowledge, Contractor is not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 (Amusement Device Taxes), 403.200 to 403.250 (Tax for

Emergency Communications), 118 (Inheritance Tax), 314, (Income Tax), 316, (Personal Income Tax), 317 (Corporation Excise Tax), 321 (Timber and Forest Land Taxation) and 323 (Cigarettes and Tobacco Products) and the elderly rental assistance program under ORS 310.630 to 310-706 and any local taxes administered by the Department of Revenue under ORS 305.620.

27. Stop-Work Order. Travel Portland may, at any time, by written notice to Contractor, require Contractor to stop all, or any part, of the work required by this Contract for a period of up to 180 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Contractor shall immediately comply with the stop-work order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop-work-order notice. Within a period of 180 days after issuance of the notice, or within any extension of that period to which the parties have agreed, Travel Portland shall either:

- a. Cancel or modify the stop-work order by a supplemental written notice; or
- b. Terminate the work as permitted by either the Convenience or Cause provisions of Section 13.

If the stop-work order is canceled, Travel Portland may, in its sole discretion and after receiving and evaluating a request by Contractor, agree to adjust the Contract term or price by a duly executed amendment.

CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT CONTRACTOR HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.


CONTRACTOR

By: _____
Tootie Smith

Title: Chair, Board of Commissioners

Date: _____

TRAVEL PORTLAND

By:  _____
Megan Conway

Title: Chief Strategy Officer
Jun 15, 2021

Date: _____

EXHIBIT A
RCTP – PORTLAND REGION FY 2020-21

Contractor will provide Travel Portland with a **Regional Cooperative Tourism Program** strategy (“**RCTP Plan**”) using provided templates that outline sub-regional priority initiatives and intended future activities through investment of allocated funds. Initiatives and activities may include but are not limited to: branding, marketing, increasing domestic and international visitors, improving or expanding tourism product, supporting tourism business and economic development, destination management and improving visitor experiences in the region. Contractor will use state lodging tax funds provided by the **Oregon Tourism Commission** (“**OTC**”) to execute an approved RCTP Plan for the utilization of funds provided in this agreement.

STATEMENT OF WORK:

Contractor will:

- a. Develop and submit an RCTP Plan using OTC provided spreadsheets and templates for OTC review and approval. The plan will include budgets and other detail with particularity related to proposed investment. RCTP money will not be distributed until the Plan is approved by Travel Portland and OTC. Approved Plan and other documentation will be kept on file with Travel Portland and OTC and hereby incorporated into this agreement as Exhibit C.
- b. Comply with all RCTP guidelines, including requirements to convene stakeholder meetings to solicit RCTP Plan input and report out on approved RCTP Plan.
- c. Expend RCTP money in accordance with the approved RCTP Plan. Retain all invoices, expense documentation, receipts, marketing materials and other documentation related to implementation of the Plan.
- d. Maintain all above-mentioned documentation for a period of three (3) years and make such documentation available to Travel Portland, OTC and their authorized agents or auditors upon request.
- e. Provide mid-year and year-end progress and financial reports to Travel Portland by the established deadlines. Contractor will request, in writing, any needed extensions or clarification at least 1 week prior to the due dates of each report.
- f. Serve as a regional industry resource to Travel Portland and OTC on matters of importance to Oregon’s tourism industry, including providing local and regional policy information as needed and developing coalitions or community grassroots networks to disseminate information on matters of importance to Oregon’s tourism industry as appropriate.
- g. Convene meetings with local industry members as well as with regional leadership teams and other public and private partners to foster alignment with statewide and regional tourism strategy intended to optimize the economic impacts of tourism in the region.
- h. Work as a communication resource to Travel Portland and OTC to deliver OTC provided industry information, including distribution and response to “call-outs” for sales and development efforts, to local and regional industry members and key stakeholders. Contractor will from time to time, as requested, and when possible, solicit industry and

stakeholder feedback or input on OTC initiatives or other industry initiatives and provide information to OTC.

- i. Expend the state dollars provided through this agreement in a manner consistent with the approved RCTP Plan and budget. RCTP Plan modifications, including budget modifications of more than \$5,000.00, must be approved in writing in advance. Contractor may not use RCTP funds to retire any debt or to cover any costs incurred prior to the effective date of this agreement.
- j. Report to Travel Portland any funds remaining unspent as of June 30, 2021, and detailed plans for their expenditure as part of an approved FY21-23 RCTP plan.
- k. As stated in section 10 of this agreement, all Work Product is the exclusive property of the Contractor. Contractor hereby grants to Travel Portland and OTC a perpetual, non-exclusive license to use, reproduce, display, publish and create derivative works of the Work Product.

BUDGET SUMMARY

Contractor will conduct work identified in this agreement with funds provided by Travel Portland as follows:

	2020-2021	BUDGET
	FY20-21 RCTP Funds	\$169,511.00
	FY19-20 RCTP Funds to be carried over to FY21-23	\$10,510.00
	TOTAL:	\$180,021.00

SCHEDULE

Contract anticipates the following schedule for each year of this agreement:

- July 10: Contract for services executed by Travel Portland and sent to Contractor.
- Contractor executes agreement and returns along with an invoice requesting payment to amanda@travelportland.com. Invoice must include contract number and reference “2020-21”.
- Mid-year progress report due on date provided by Travel Portland, but not sooner than January 31.
- July 31: Annual year-end reports for use of all direct regional investment money due.

PAYMENT SCHEDULE

Upon execution of the Contract, Contractor will send a signed copy of the Contract with an updated Federal Form W-9 to amanda@travelportland.com. In no case will the payment for all services exceed the maximum, not-to-exceed amount of this agreement unless an amendment to this agreement is signed by all parties authorizing additional payment. Terms for all payments are net 30 from receipt and acceptance of itemized invoice. All invoices will include reference to this contract number: RCTP-CCTCA-TP-2020-21. No payments will be made without detailed invoice or until Contractor provides updated Federal Form W-9.

Travel and Other Expenses.

Travel and related other expenses are not authorized under this Agreement as separate Contractor compensation.

**EXHIBIT B
INSURANCE REQUIREMENTS**

During the term of this Contract, Contractor must maintain in force at its own expense, each insurance noted below:

(Travel Portland must check boxes for #2, #3, and #4 as to whether insurance is required or not.)

1. **Required by Travel Portland of Contractors with one or more workers, as defined by ORS 656.027, Worker's Compensation:** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

2. **Required by Travel Portland** **Not required by Travel Portland.**
Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$200,000, \$500,000, \$1,000,000 \$2,000,000 each claim, incident or occurrence. This is to cover damages caused by error, omission or negligent acts related to the professional Services to be provided under this Contract.

3. **Required by Travel Portland** **Not required by Travel Portland.**
General Liability insurance with a combined single limit, or the equivalent, of not less than \$500,000, \$1,000,000 \$2,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that Travel Portland and its officers and employees are Additional Insureds but only with respect to the Contractor's Services to be provided under this Contract.

4. **Required by Travel Portland** **Not required by Travel Portland.**
Automobile Liability insurance with a combined single limit, or the equivalent, of not less than Oregon Financial Responsibility Law (ORS 806.060) \$200,000, \$500,000, \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Contractor or its insurer(s) to Travel Portland;

6. **Certificates of insurance.** As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to Travel

Portland prior to commencing work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to Travel Portland's acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to Travel Portland. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions or self-insurance.

EXHIBIT C

Revised Clackamas County Tourism and Cultural Affairs Plan

Total Budget: \$180,021.00

(includes FY19-20 carryover of \$10,510)

Destination Development

Destination Development Tactic 1:

Visitor Management – COVID-friendly Experience Development – Travel Oregon Program

Budget: \$20,000

Start Date: July 2020

End Date: June 2021

Tactic description: Investments to support tourism businesses and visitor experiences during the COVID-19 crisis may vary by region. Specific investment activities include:

- Oregon Food Trails program connects small and locally owned businesses to visitors. RDMOs and food trail leads can play a vital role supporting businesses by connecting them to technical assistance resources, providing opportunities to virtually convene and build new collaborations, and to drive marketing to these unique businesses. Ultimately these investments will help local economies bounce back, while helping to disperse visitors by directing them off the beaten path to less crowded and more open-air destinations where social distancing can be maintained. Specific activities to support food trail leads and food trail businesses include:
 - Survey food trail businesses to determine which businesses have closed permanently or temporarily or have made changes to seasonal hours or offerings that should be reflected online and in the brochure.
 - Produce a rack card, especially if the composition of the trail has changed significantly, to use in place of the brochure for the next several months, directing visitors to the food trail website for current business information.
 - Revise their websites to keep business listings and trip ideas up to date.
 - Develop video content to inspire visitors to explore the food trail on their Oregon road trip this summer/fall.

- Help tell the story of safety protocols businesses have in place to make experience comfortable for guests.
- Also see the Virtual Training, Engagement and Assistance Program opportunity to connect your culinary and agritourism businesses to trainings, engagement and assistance programming to support visitor-readiness plans and protocols, improve business communications and navigate land use questions.
- Culinary and Agritourism Food Systems Investments support restaurants and many culinary and agritourism experiences that have been required to close or drastically cut business operations, requiring massive changes to how people experience “Oregon’s Bounty.” This menu item triggers RDMOs to invest in alternative ways for visitor to engage with this critical element of our industry, through investments that can include supporting online sales applications, bolstering local supply chain connectivity, and supporting local businesses by helping package local or regional sourced food and beverage promotional packages.
- Outdoor Recreation Adventure Maps, printed and/or online, provide visitors with information about more front and back country recreation adventures that are perfect for the active traveler seeking more spread out experiences. The adventure map project offers communities a professional-level template and toolkit that can be used to create a map for showcasing the variety of dispersed recreation opportunities, encouraging longer stays and increased spending while getting people into more remote locations. As these maps will highlight priority experiences, the map is also an excellent organizing tool for connecting to related businesses and public assets to make sure that they are ready for visitation.
- River recreation is a visitor experience with widespread appeal, yet often underutilized. Enhancing Oregon’s river recreation opportunities can drive economic impact, support business development, encourage stewardship behaviors and improve dispersed recreational usage that supports livability for visitors and locals. Investments in river recreation development would go towards relatively shovel-ready projects focused on access, infrastructure, signage, new marketable experiences, marketing/communications, water trail development and front-line staff training. These investments could be designed towards direct funding of project costs or capacity to implement through contractors.

Global Marketing

Global Marketing Tactic 1: Digital Marketing - Regional Investment

Budget: \$30,121

Start Date: Fall 2020 dependent on travel guidelines

End Date: June 2021

Tactic description: Digital Marketing including SEM that drives traffic to content designed to generate multiday stays, highlight main street experiences and water tourism opportunities.

**Global Marketing Tactic 2:
Your Story Everywhere – Travel Oregon Program**

Budget: \$9,900

Start Date: July 2020

End Date: June 2021

Tactic description: Everyone has a story to tell. But do you have millions of consumers to share it with? Now you can, and we can help. Sponsor your story on traveloregon.com. With the YSE program, DMOs can now feature paid editorial written by Travel Oregon's editorial team and publisher, MEDIAmerica.

**Global Marketing Tactic 3:
Travel Oregon Remarketing Digital Ad Co-op – Travel Oregon Program**

Budget: \$5,000

Start Date: July 2020

End Date: June 2021

Tactic description: Travel Oregon is partnering with Madden Media to offer a digital remarketing opportunity. One partner per region (RDMO first right of refusal) can work directly with Madden Media to create a scalable campaign driving traffic directly to the partner's website. Monthly reporting delivered.

**Global Marketing Tactic 4:
Custom Media Content or Possible Broadcast Opportunity – Travel Oregon Program**

Budget: \$40,000

Start Date: July 2020

End Date: June 2021

** This opportunity is contingent on and must be aligned with Governor Brown's phased Reopening Oregon Framework. Non-essential travel must be allowed across the state.*

Tactic description: Travel Oregon has custom content partnership available with three media partners: Bustle, Outside and Weekend Sherpa. By partnering with a vendor in this program you will get custom creative developed that is designed to feature the region and paid media to target their audience. Opportunity of 1 investment per region. Travel Oregon will review for partner viability before buys are complete.

- **Bustle:** Bustle Group has 10 million readers in CA, WA, AZ and ID. Leverage their extensive reach and fun-loving tone to excite readers about Oregon.
- **Outside:** Lean on Outside's expertise to promote Oregon's more remote regions to nature and active vacation enthusiasts.
- **Weekend Sherpa:** Weekend Sherpa's highly active and engaged Northern California readers make a perfect audience for Oregon's adventures.

Global Marketing Tactic 5: Oregon Media Activation – Travel Oregon Program

Budget: \$5,000

Start Date: July 2020

End Date: June 2021

** This opportunity is contingent on and must be aligned with Governor Brown's phased Reopening Oregon Framework. Non-essential travel and the ability to have gatherings of 25+ must be allowed across the state.*

Tactic description: Travel Oregon and regional partners will host an in-state, Oregon-themed media event. This opportunity is available in place of the NYC media activation as it's crucial to invest in our local economy. Regional and national media will be invited and there will be opportunities for pre/post familiarization tours. Travel Oregon will project manage the event and look for regional input throughout the planning process. The goal of this event will be to introduce media to regional partners and inspire future media coverage.

Global Marketing Tactic 6: Hosting Fams - Regional Investment

Budget: \$5,000

Start Date: September 2020

End Date: June 2021

Tactic description: This tactic is to support hosting qualified media or trade requests for in destination experiences when appropriate.

Staffing/Overhead: \$65,000






Final CCTCA FY20-21 Contract 6.15.21

Final Audit Report

2021-06-15

Created:	2021-06-15
By:	Amanda Lowthian (amanda@travelportland.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAakVMmsTGhw28FoqXQI4clJ1j5J-KzDyzZ

"Final CCTCA FY20-21 Contract 6.15.21" History

-  Document created by Amanda Lowthian (amanda@travelportland.com)
2021-06-15 - 7:00:26 PM GMT- IP address: 174.204.215.40
-  Document emailed to Megan Conway (megan@travelportland.com) for signature
2021-06-15 - 7:01:24 PM GMT
-  Email viewed by Megan Conway (megan@travelportland.com)
2021-06-15 - 7:54:27 PM GMT- IP address: 104.47.57.254
-  Document e-signed by Megan Conway (megan@travelportland.com)
Signature Date: 2021-06-15 - 7:54:53 PM GMT - Time Source: server- IP address: 73.37.113.104
-  Agreement completed.
2021-06-15 - 7:54:53 PM GMT