



January 3, 2024

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

Approval of a Professional Services Contract with Travel Oregon to serve as the Regional Destination Management Organization. Contract value is \$400,000 for 1 year. Funding is through Travel Oregon. No County General Funds are involved.

Previous Board Action/Review	Previously approved contracts for similar services. Most recently amendment 1 to MHCRG2021-23CNT01_RCTP_TLT July 14, 2022.		
Performance Clackamas	This contract supports a vibrant economy through programs that invest state transient lodging tax in Clackamas County’s tourism businesses.		
Counsel Review	Yes	Procurement Review	N/A
Contact Person	Samara Phelps	Contact Person	971-334-9479

BACKGROUND: Clackamas County serves as the Regional Destination Management Organization (RDMO) for Travel Oregon’s Regional Cooperative Tourism Program in the Mt. Hood/Gorge Region. This region includes the mountain communities of Clackamas County as well as Hood River County and portions of Wasco and east Multnomah County. State transient lodging tax (TLT) funds pay for this program. Travel Oregon distributes funds to the seven tourism regions based on state TLT collections in each region. This contract is for the FY 23/24 allocation of funds for the Mt. Hood/Gorge Region. The Oregon Tourism Commission increased the regions allocation from \$300,000 in FY22/23 to \$400,000 for the current year.

RECOMMENDATION: Staff recommends Board approve this contract and the Board authorize Chair Tootie Smith to sign on behalf of the County.

Respectfully submitted,

Samara Phelps

Samara Phelps
Director of Tourism



STATE OF OREGON PROFESSIONAL SERVICES CONTRACT

This contract for professional services (“**Contract**”) number **006-0623RCTP** is between the State of Oregon (“**State**”), acting by and through its Oregon Tourism Commission, doing business as Travel Oregon (“**OTC**”), and Clackamas County, on behalf of its Department of Tourism (“**Contractor**”). OTC’s Contract Administrator for this Contract is identified in section 21.

1. Contract Term. This Contract is effective on the earlier of **July 1, 2023**, or the date it has been signed by OTC and Contractor, and all required State approvals have been obtained. This Contract continues through **June 30, 2024**, unless earlier terminated or extended by written, fully executed amendment. Contract termination does not extinguish or prejudice OTC’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, OTC shall pay Contractor at the rates specified in Exhibit A.

3.2 OTC 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 **\$400,000.00**. Contractor shall not submit invoices for, and OTC 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 OTC is not obligated to pay Contractor for any Services unless such Services are complete, conform to the Contract specifications, and otherwise conform to the warranties and other terms of this Contract.

3.5 Contractor shall submit invoices no more than twice monthly to OTC’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. Contractor shall mail invoices to OTC at the address specified in section 21.

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 and Exhibit B: Insurance Requirements. Exhibit A and Exhibit B 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 not an “officer,” “employee,” or “agent” of the State, as those terms are used in ORS 30.265. 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, OTC 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, Successors, and Assignments. Contractor shall not enter into any subcontracts for any of the Services required by this Contract without OTC’s prior written consent. OTC’s consent to any subcontract does 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 OTC’s prior written consent.

7. No Third Party Beneficiaries. OTC 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 by any other agency or department of the State for Services performed under this Contract. OTC certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract within OTC’s current biennial appropriation or limitation. Contractor understands and agrees that OTC’s payment of amounts under this Contract is contingent on OTC receiving appropriations, limitations, allotments, or other expenditure authority sufficient to allow OTC, 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 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 be at all times during the term of this Contract, 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 OTC'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 OTC'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 OTC'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.

10.1 Ownership by OTC. Unless otherwise provided in the Statement of Work, all Work Product is the exclusive property of OTC. Contractor hereby irrevocably assigns to OTC all of its rights, title, and interest in and to any and all of such Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor forever waives any and all rights relating to such Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

10.2 Ownership by Contractor. If the Statement of Work provides that the copyright is owned by the Contractor, all Work Product is the exclusive property of the Contractor. Contractor hereby grants to OTC 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, OTC's use of the Work Product includes the right for OTC to sublicense these photographic images to other Oregon 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. Contribution.

11.1.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against OTC or Contractor with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third

Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

- 11.2** With respect to a Third Party Claim for which OTC is jointly liable with Contractor (or would be if joined in the Third Party Claim), OTC shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Contractor in such proportion as is appropriate to reflect the relative fault of the OTC on the one hand and of the Contractor on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OTC on the one hand and of Contractor on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OTC's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if OTC had sole liability in the proceeding.
- 11.3** With respect to a Third Party Claim for which Contractor is jointly liable with OTC (or would be if joined in the Third Party Claim), Contractor shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OTC in such proportion as is appropriate to reflect the relative fault of Contractor on the one hand and of OTC on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Contractor on the one hand and of OTC on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Contractor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

12 Insurance. Contractor shall maintain the insurance coverage specified in in Exhibit B, Insurance. Contractor may satisfy its obligations under this section through its self-insurance.

13 Termination.

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

13.2 Termination by OTC for Cause. In addition to any other rights and remedies OTC may have under this Contract, OTC may terminate this Contract, in whole or in part, immediately upon written notice to Contractor, or at such later date as OTC 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 OTC 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 for it to perform the Services;
or

13.2.4 Contractor commits any material breach or default of any covenant, warranty, obligation or certification 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 OTC's notice or such longer period as OTC may specify in such notice.

13.3 Termination by Contractor. Contractor may terminate this Contract upon occurrence of the following:

13.3.1 : If OTC fails to pay Contractor any amount pursuant to the terms of this Contract, and OTC 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;

13.3.2 For its convenience upon sixty (60) days written notice to OTC;

13.3.3 Immediately if Contractor fails to receive funding or other expenditure authority at levels sufficient for Contractor to continue to perform under this Agreement.

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 receiving a notice of termination under this section 13, Contractor shall immediately cease all activities under this Contract, unless expressly directed otherwise by OTC in the notice of termination. Further, upon termination, Contractor shall deliver to OTC 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 agents may, in the course of performing Services under this Contract, be exposed to or 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 OTC. 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 Services to OTC. Contractor agrees to advise each of its employees and agents of their obligations to keep such information confidential.

Notwithstanding anything to the contrary, Contractor's obligations under this Agreement are expressly subject to the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 et. seq., and any other applicable state or federal law. While Contractor will make good faith efforts to perform under this Agreement, Contractor's disclosure of Confidential Information, in whole or in part, will not be a breach of the Agreement if such disclosure was pursuant to a request under the Oregon Public Records Law, or any other state or federal

law, or if such disclosure was compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar processes.

If Contractor is subject to such a disclosure order or receives from a third party any public records request for the disclosure of Confidential Information, Contractor shall notify OTC within a reasonable period of time of the request. OTC is exclusively responsible for defending OTC's position concerning the confidentiality of the requested information. Contractor is not required to assist OTC in opposing disclosure of Confidential Information.

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 OTC, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments 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 and writings 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. OTC AND CONTRACTOR ARE NOT LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES UNDER THIS CONTRACT OR (ii) ANY DAMAGE OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

18 Force Majeure. State 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 the State 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 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 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 hours of the recipient. To be effective against OTC, Contractor must confirm by telephone call to OTC’s Contract Administrator that OTC received any notice transmitted by facsimile or email. Any notice given by personal delivery is effective immediately if delivery is made to the individuals identified below.

IF TO OTC:	IF TO CONTRACTOR:
<p>Contracting & Procurement Department</p> <p>Oregon Tourism Commission 319 SW Washington Street, Suite 700 Portland, OR 97204</p> <p>(971) 717-6205 (voice) (971) 717-6215 (fax)</p> <p>Email: procurement@traveloregon.com</p>	<p>Samara Phelps, Executive Director</p> <p>Clackamas County/Clackamas Tourism 2051 Kaen Rd Oregon City, OR 97045</p> <p>(971) 334-9479</p> <p>Email: samara@mthoodterritory.com</p>

22. Severability. The parties agree that if any term 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 this Contract did not contain the particular term 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 OTC (or any other agency or department of the State) 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 Marion 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. This section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This section is also not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

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 and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, is effective only in the specific instance and for the specific purpose given. The failure of OTC to enforce any provision of this Contract does not constitute a waiver by OTC of that or any other provision.

26. No Attorney Fees. In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

27. Contractor Data and Certification.

27.1. 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 in federal form W-

9 and through other tax identification means as may be required by state and federal law. This information is requested pursuant to ORS 305.385. Social Security Numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws.

27.2. In addition, OTC seeks voluntary reporting on the information set forth below. This reporting along with information provided by other contractors, may be provided to the Oregon Governor’s Office per Section 26.6 in an effort to better measure state agency equity and diversity in awarding contracts. Reporting on the information below, while voluntary, is requested.

Name (tax filing): Clackamas County

Address: 2051 Kaen Rd Oregon City, OR 97045

Does your business have an adopted Equity, Diversity, or Inclusion statement?

Yes No

If yes, in the lines below, please provide statement or business position on Equity, Diversity and Inclusion:

Clackamas County adopted resolutions on Equity Diversity and Inclusion along with actions outlined here <https://www.clackamas.us/diversity/edi-history>.

Business Designation (check one):

Corporation Partnership Limited Partnership Limited Liability Company
 Limited Liability Partnership Sole Proprietorship Other: Government

COBID / WMWESB / Other Status (optional):

Minority/Woman Owned Business Veteran Owned Business Disadvantaged Business Enterprise
 Emerging Small Business B-Corp

26.3 Certification. The Contractor certifies under penalty of perjury that: (a) the number shown above is Contractor’s correct taxpayer identification and the other information provided is correct; (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), 318 (Corporation Income 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.

26.4 Anti-discrimination certification. Pursuant to ORS 279A.110, the Contractor shall not, in the awarding of subcontracts, discriminate against a disadvantage business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business.

26.5 Certification under ORS 200.055. Respecting certification as a disadvantage business enterprise, minority-owned business, woman-owned business, business that a service-disabled veteran owns or an emerging small business under ORS 200.055, as and when applicable, the Contractor shall maintain the certifications, and require in its subcontracts that subcontractors maintain the certifications, required by ORS 279A.107.

26.6 Notice to Governor's Advocate. OTC may provide notice to the Governor's Advocate for MWESBs reporting requirements. Public contracts with a value of \$10,000 or more may be provided to the Governor's Advocate regarding:

- a. Bid or proposal solicitations; and
- b. Contract awards

27. Stop-Work Order. OTC 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, OTC 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, OTC 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.

27.2 By execution of this Amendment, Contractor certifies to OTC that Contractor's representations and warranties in the Contract are true and accurate in all material respects as though made on and as of the date of this Amendment.

27.3 Except as amended by this Amendment, all the terms and provisions of the Contract shall be and remain in full force and effect during the term of the Contract.

27.4 This Amendment may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties,

notwithstanding that all parties are not signatories to the same counterpart.

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.

**CLACKAMAS COUNTY on behalf of its
Department of Tourism**

**STATE OF OREGON acting by and through
the OREGON TOURISM COMMISSION**

Signature: _____
Tootie Smith,
Chair, Board of Commissioners


Signature: Todd Davidson
Todd Davidson, CEO

09/27/2023

Date: _____

Date: _____

Approved as to form:

 09/26/2023

Andrew Naylor
Assistant County Counsel

EXHIBIT A

STATEMENT OF WORK

Contractor will provide OTC with a regional tourism strategy (RCTP Plan) using OTC provided templates, when provided, that outlines regional priority initiatives and intended future activities through investment of state 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 OTC to execute an approved RCTP plan for the utilization of funds provided in this Contract.

Contractor has been designated by OTC as Regional Destination Management Organization and will follow the Guidelines as noted in EXHIBIT C.

- a. Contractor will provide industry and stakeholder feedback or input on OTC initiatives or other industry initiatives and provide information to OTC.
- b. 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.
- c. If any funds remain unspent as of June 30, 2025, Contractor may carry forward the unspent funds into future biennium contracts only if the unspent funds are deposited into the region's grant/strategic investment fund. Otherwise, all unspent funds must be returned to OTC.

REGION:

Mt. Hood and the Columbia River Gorge

MISSION:

The Mt. Hood and Columbia River Gorge Regional Tourism Alliance seeks to use responsible visitor management to build awareness for the region as a multi-day and year-round travel destination that benefits all communities. Our mission is to continuously and creatively address the challenges that come with being a mature destination that is surrounded by small communities and neighbors Oregon's largest metro area.

PAYMENT TERMS / BUDGET SUMMARY:

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

	2023-2024 *	BUDGET
	RCTP	\$400,000.00
	TOTAL	\$400,000.00

*2023-2024 budget provided is estimate only. Contract will be amended to reflect actual amounts of RCTP funding based on actual 2023calendar pro rata share of transient lodging tax.

SCHEDULE

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

- July 1: Contract for services executed by OTC and sent to Contractor
- Contractor will execute agreement and return along with an invoice requesting payment to accounting@traveloregon.com . RDMO may invoice for total annual amount if RCTP Plan has been approved or for **\$25,000** if RCTP Plan approval is pending. Invoice must include contract # and reference “2023-24 Clackamas County”
- Mid-year progress report due on date provided by OTC, but not sooner than January 31
- OTC to provide Contract amendment to Contractor reflecting prior calendar year pro rata share no later than March 31
- July 31: Annual year-end reports for use of all direct regional investment money due

OTC will use a digital signing process via the website Right Signature to obtain fully executed contracts. 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 invoice.

- All invoices must be emailed to accounting@traveloregon.com
- All invoices must include reference to **Purchase Order #006-062RCTP** and include reference to this contract: “**2023-24 Clackamas County**”
- The following details must be included on all invoices:
 - Identification work performed or services rendered and related to the Statement of Work established in this contract.

No payments will be made without a detailed invoice including the requirements outlined in the payment terms or prior to receipt of Contractor providing an up to date IRS W-9 Form. To protect yourself and your business, we urge contractors not to email any confidential information. OTC will only accept sensitive information necessary for our records through a secure and confidential site such as "Share File". Alternatively, signature pages and sensitive information may be mailed to OTC at address provided in Section 21, Notice.

Travel and Other Expenses.

Travel and related other expenses are not authorized under this Agreement as separate Contractor compensation with prior written approval by OTC and only if accompanied by substantiation of travel and related expenses.

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

1. **Required by OTC of Contractors with one or more workers, as defined by ORS 656.027. Workers' 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 OTC** **Not required by OTC.**
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 OTC** **Not required by OTC.**
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 the State of Oregon, Department of Justice and their divisions, officers and employees are Additional Insureds but only with respect to the Contractor's Services to be provided under this Contract.
4. **Required by OTC** **Not required by OTC.**
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 OTC;
6. **Certificates of insurance.** As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to OTC prior to commencing the work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to State acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the State. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions, or self-insurance.

EXHIBIT C
GUIDELINES

REGIONAL COOPERATIVE TOURISM PROGRAM & GUIDELINES

JULY 2023



Adopted: April 2, 2006
Adopted: February 11, 2014
Adopted: October 3, 2016
Adopted: October 4, 2018
Adopted: July 31, 2019
Adopted: May 6, 2020
Adopted: May 11, 2021
Adopted: July 2023

OREGON TOURISM COMMISSION
319 SW Washington Street, Suite 700
Portland, OR 97204
971.717.6205

OVERVIEW

LEGISLATIVE HISTORY - HB 2267

On Nov. 27, 2003, House Bill 2267 (HB 2267) became law. This law implemented a 1 percent statewide lodging tax and comprehensively overhauled how Oregon addresses and funds statewide and local tourism marketing efforts. Revenues from the statewide lodging tax are continuously appropriated by the legislature to the Oregon Tourism Commission (OTC). Within the scope of the legislation when passed in 2003, the OTC may appropriate as much as 15 percent of the revenue from the statewide lodging tax to Oregon's tourism regions for cooperative regional and multi-regional marketing efforts.

HB 2267 mandated that, "As much as 15 percent shall be used to implement a Regional Cooperative Marketing Program (RCMP).

ORS 284.131 (4) (c) (A-E) states:

(c)20 percent must be used to implement a Regional Co-operative Tourism Program that:

- (A) Requires fund allocations to focus on creating new business from out-of-state and international markets;
- (B) Utilizes a regional allocation formula that distributes revenue to regions, the boundaries of which are established by the commission, in proportion to the amount of transient lodging tax revenues collected in each region;
- (C) Distributes revenue to recipients that are selected by the commission as organizations able to conduct tourism-related marketing for each region;
- (D) Requires advertising, publications, CD-ROMs, web-sites, videos and other tourism promotion materials funded through the regional cooperative tourism program to carry the Oregon Tourism Commission logo and marketing tag line; and
- (E) Encourages funding recipients to incorporate design elements from Travel Oregon advertising and promotional campaigns, such as fonts, images, and other design elements.

To gain tourism industry input on disbursement guidelines for the RCMP funds, the commission held nine meetings in various locations around the state in late 2003. The comments and suggestions heard at these meetings, along with those of the OTC members and staff, and the requirements of HB 2267 were incorporated in the initial guidelines.

As the RCMP unfolded, additional suggestions were brought forward by industry partners and subsequent revisions were made to the program's guidelines. In January 2006, Travel Oregon hired Price Waterhouse Coopers (PwC) to analyze the first year's implementation of the RCMP program. PwC interviewed two dozen industry partners who were responsible for, or involved in, the implementation of the RCMP in the state's seven tourism regions. In some instances, the interviewees represented statewide tourism industry trade associations and organizations. The results of these interviews, along with the various alternatives proposed by PwC, were reviewed by the OTC; further revisions to the RCMP were proposed. In November 2013, Travel Oregon convened a call with representatives from the then current regional RCMP fund recipients to discuss solutions that would provide certainty to regions for RCMP fund planning. In February 2014, Travel Oregon brought the OTC a recommendation that the RCMP guidelines be revised by using the prior calendar year to determine regional pro-rata share. The change to calendar year allowed Travel Oregon to determine the actual amounts of regional pro-rata share in March and eliminated the use of pro-rata estimates. A few housekeeping changes were also recommended. The revisions were unanimously approved and adopted.

PASSAGE OF HB 4146

In March 2016, House Bill 4146 (HB 4146) became law. The law included changing the statewide lodging tax rate from 1 percent to 1.8 percent effective July 1, 2016 until 2020, at which point it will be reduced to 1.5 percent.

The bill removed the language referencing "marketing" specifically from the use of regional program money and removed "as much as 15 percent," replacing it with a fixed 20 percent to implement the regional program. The statutory language for the program was amended and refers to the Regional Cooperative Tourism Program (RCTP).

As was the case in 2003, when the statewide lodging tax was first introduced, Travel Oregon sought tourism industry input on the regional program. A survey was conducted that targeted regional stakeholders from January to February 2016. These survey results were collected, and the information was shared out through seven regional gatherings convened in conjunction with the Regional Destination Management Organizations (RDMOs). The individual regional gatherings culminated in a statewide gathering to collectively consider the results of regional industry outreach, to discuss need and map out perceived opportunities. After HB 4146 passed, another survey was

delivered through Travel Oregon’s industry Listserv to solicit input from Oregon’s tourism industry. This survey focused on Travel Oregon’s general programs of work and included questions about marketing, sales, development, services, the regional program, grants, and communications. Results from this survey were shared with the Oregon Destination Marketing Organization (ODMO) Board and with representatives of each of the seven RDMOs. In addition, Travel Oregon discussed changes necessitated by the passage of HB 4146, including anticipated changes to the RCTP guidelines. Travel Oregon then convened a series of 24 local town hall meetings across the state from January through October 2016 to inform the industry about changes to Travel Oregon programs necessitated by the passage of HB 4146 and to seek additional perspective to inform future planning to better serve Oregon’s tourism industry.

Travel Oregon convened a legislative work group in August 2016 made up of external industry partners to review the existing RCTP guidelines and give guidance to Travel Oregon staff as the new guidelines were constructed for the OTC’s consideration and adoption.

GOALS OF REGIONAL COOPERATIVE TOURISM PROGRAM (RCTP)

Vision: Oregon is a welcoming destination where tourism drives economic prosperity, benefits the natural environment, and celebrates rich, diverse cultures.

Mission: We inspire travel that uplifts Oregon communities. Collaborating with stakeholders and partners to align as stewards of Oregon, we work to optimize economic opportunity, advance equity, and respect the ecosystems, cultures and places that make Oregon...Oregon.

Goals:

- Maximize the benefits to Oregon’s economy from the statewide lodging tax
- Comply with the requirements of HB 2267, HB 4146, and all other applicable law
- Encourage multi-regional and targeted niche marketing
- Foster management of region’s tourism resources
- Formalize simple, straightforward RCTP procedures
- Maximize benefits from RCTP funds to the regions
- Leverage Travel Oregon programs

- Deliver consistent messages, outstanding experiences, and efficient use of resources
- Minimize RCTP-related administrative workload on Travel Oregon and the regions
- Ensure RCTP is adaptable in a disaster or emergency
- Promote alignment with Travel Oregon’s 10-year strategic vision
- Ensure Travel Oregon programs are leverageable and adaptable to regionally specific needs

DEFINITION OF REGIONAL GEOGRAPHY

Oregon Coast: Clatsop, Tillamook, Lincoln, Coos, Curry, and the coastal portions of Lane and Douglas counties

Portland Region: Washington, Columbia and portions of Multnomah and Clackamas counties

Mt Hood/Columbia River Gorge: Hood River and portions of Wasco, Multnomah, and Clackamas counties

Willamette Valley: Yamhill, Polk, Benton, Marion, Linn and portions of Lane and Clackamas counties

Southern Oregon: Klamath, Lake, Jackson, Josephine, and portions of Douglas counties

Central Oregon: Jefferson, Deschutes, Crook, and portions of Wasco counties

Eastern Oregon: Sherman, Gilliam, Wheeler, Morrow, Union, Umatilla, Wallowa, Grant, Baker, Harney, and Malheur counties

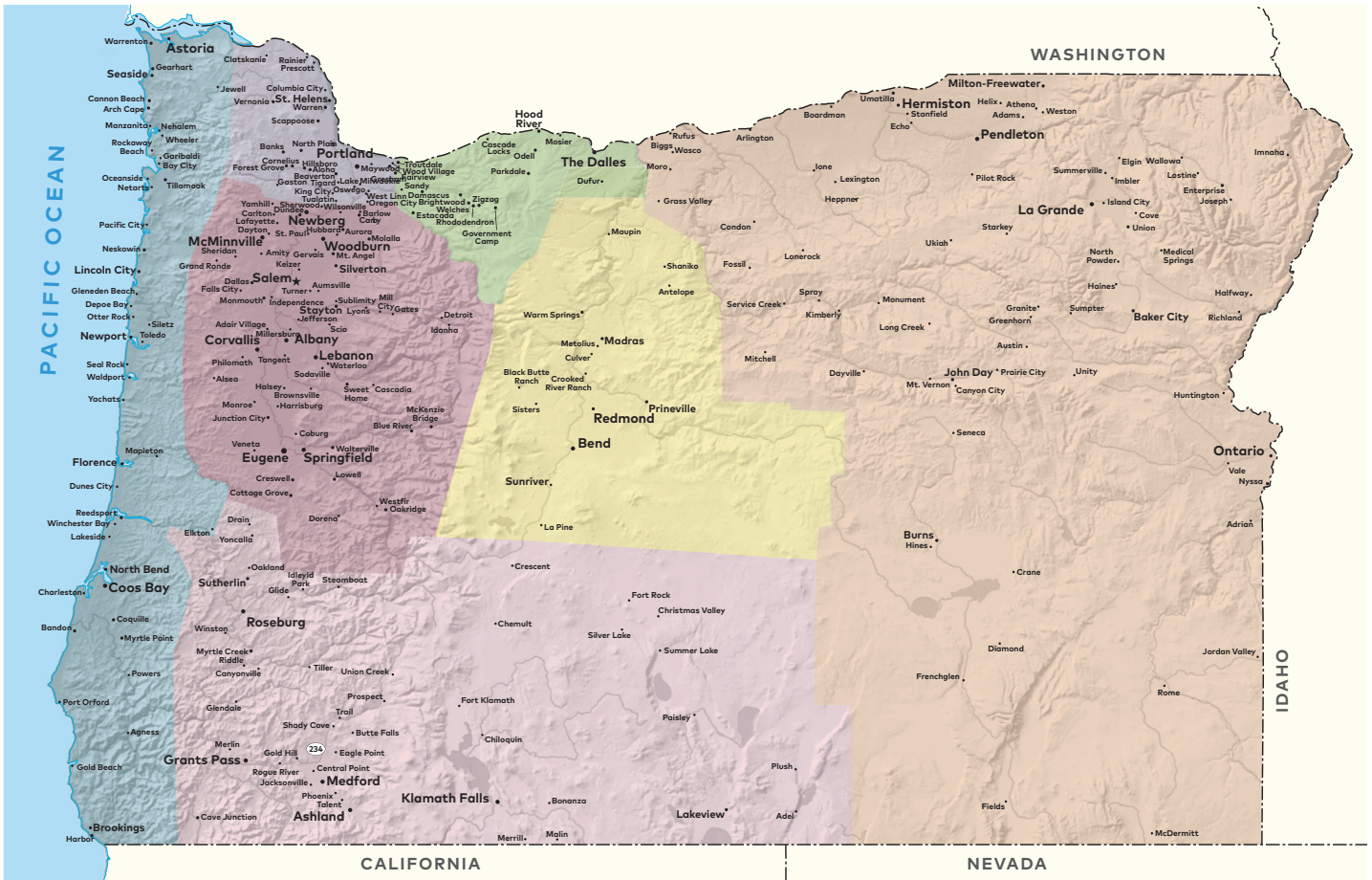
Any region wishing to modify its defined boundary should bring that request to the attention of the Travel Oregon CEO, and RCTP staff. Regions should agree among all parties involved in the proposed regional boundary modification before bringing the request to Travel Oregon.

REGIONAL RCTP RECIPIENTS

QUALIFICATIONS – REQUIRED

A. Eligible applicants include those listed below that are in Oregon and are involved with tourism promotion and development and can conduct tourism-related marketing for each region.

1. Nonprofit entities
2. Government entities
3. Federally recognized tribes
4. For-profit businesses



- B. The entity must have considerable knowledge of the entire region, a strong rapport with regional stakeholders and demonstrate capacity to work with its regional stakeholder base to achieve outcomes that benefit the regional tourism economy. The entity must demonstrate that it can fulfill the requirements of the multi-year RCTP contract.
- C. The entity must work on behalf of the entire region. Any bias towards portions of region, membership or dues paying businesses is not allowed.
- D. As it pertains to the RCTP budget, the entity must use RCTP funds to deliver on an approved regional plan intended to benefit the region and the tourism industry without respect to membership standing or dues payments. The entity must be able to verify investing RCTP funds in this manner if requested by Travel Oregon.
- E. The entity must be able to secure the human and technical resources required to meet stakeholder needs and act in the interest of the tourism industry.
- F. The entity must have at least two years marketing, sales OR development experience working within the region.

- G. The entity must have authority to enter multi-year contracts with a willingness to comply with all RCTP guidelines and program requirements.
- H. The entity must have a history of ethical business operation and successful organization management.
- I. The entity must have read and understand the program guidelines, agree to comply with those guidelines and respond to an RFQ/RFP or other application process, as may be required by the OTC.
- J. Upon selection, the entity must demonstrate support via documentation from regional stakeholders. Documentation should include letters of support from each category of stakeholder groups.

QUALIFICATIONS – PREFERRED

- A. The entity should be financially stable to operate independently of RCTP resources.
- B. RCTP resources should not constitute more than 75 percent of the entity’s entire budget. Consideration will be given to in-kind contribution of time and resources.

- C. The entity should have a full-time staff greater than one full-time employee.
- D. The entity should have demonstrated successful experience working in a complex environment, ability to meet demanding deadlines and manage competing priorities.
- E. The entity should have demonstrated the ability to maintain positive working relationships in the target region with a diverse array of partners.
- F. The entity should have a demonstrated record of accomplishment of successfully managing annual budgets larger than \$100,000.
- G. The entity should have demonstrated experience in leveraging multiple sources of funding.
- H. The entity should have the ability to conduct meetings and work with regional stakeholders for at least three out of five days per work week.
- I. The entity should have at least two years tourism marketing, sales and development experience working within the region.
- J. The entity should designate an accessible office space within the region; adequate to conduct meetings with industry and regional stakeholders. The entity should be able to host meetings virtually or by phone when needed.
- K. Entities should demonstrate that they have a diversity, equity, and inclusion strategy as part of their business practices.

EXPECTATIONS

- A. Recipients have the responsibility to work with a regional stakeholder group and Travel Oregon’s RCTP staff to construct a RCTP plan, implement the RCTP plan, account for the RCTP funds and have, through contract with Travel Oregon, the authority to implement the plan on behalf of the region once the region’s plan is adopted by the OTC or Travel Oregon staff, as determined by the OTC.
- B. A region may request that an entity from another, adjacent, region implement some or all their RCTP obligations for them. This will not necessarily result in that region no longer being a “tourism region” for the purposes of Travel Oregon’s marketing materials (Official State Visitor Guide, website, etc.). This should only be undertaken to enable efficiencies in the implementation of RCTP plans. If one recipient selects an entity from an adjacent region to implement/ administer the RCTP plan, the two organizations will develop a collaborative tourism plan encompassing both regions.
- C. A region may request that Travel Oregon implements their RCTP plan on their behalf.
- D. Failure of a qualified regional recipient being designated by the Oregon Tourism Commission to implement an RCTP plan may result in Travel Oregon implementing that region’s plan on behalf of the region. Failure of a region to develop an approved regional plan may result in those funds originally budgeted to that region not being disbursed, in which case, Travel Oregon will utilize those funds to implement a plan on behalf of that region. Please note that Travel Oregon staff are available to provide facilitation services to any region needing assistance in the RCTP planning process.
- E. Recipients will act as the RDMO (Regional Destination Management Organization) on behalf of the region, including performance of all obligations for the contracting period.
- F. The entity selected will be responsible for the collection and submission of all tourism-related content from the entire region into the Oregon Tourism Information System (OTIS). RDMOs are expected to upload new listings and maintain current listing information to OTIS quarterly each fiscal year. RDMOs do not need to be the exclusive listing provider in their region but need to have an awareness of other entities within their region that are actively providing listings to OTIS, to ensure regional coverage.
- G. Travel Oregon requires a review of all RCTP funded marketing and sales materials before the materials are published and distributed. Travel Oregon’s staff will complete their review of materials 1 week after receiving them. A Travel Oregon logo/tagline placement requirement document will be made available to RDMO partners. This document will illustrate best practices for logo/tagline inclusion across all media types. This document will be updated to stay current with market trends.
- H. Upon biennial plan approval, RDMOs are required to meet with Travel Oregon departments to discuss plan implementation.
- I. When utilizing RCTP resources for new staff positions, RDMOs are required to schedule orientations with Travel Oregon’s departments.

CONTRACTS, REPORTING & FUNDING

- A. Travel Oregon will inform the actual RCTP funding amount to designated RDMOs by March 31 for the upcoming fiscal year.
- B. RCTP funds are available for distribution when plans are approved by Travel Oregon Staff and fully executed agreements are in place.
- C. RCTP Guideline modifications are contingent upon 1) Commission approved budget, 2) staff approved regional plan, and 3) a fully executed agreement in place.
 - 1. Travel Oregon would prefer transfer to occur via wire. Designated RDMOs are responsible for updating bank/wire information.
 - 2. Travel Oregon RCTP staff reserves the right to reduce and or postpone the release of funds if the current state of regional plan / deliverables is not satisfactory.
- D. Determination of regional pro-rata share of RCTP funds will be based on lodging tax collections from the preceding calendar year.
- E. No cash or in-kind match of RCTP funds is required.
- F. Regions are required by law to incorporate Travel Oregon's tagline and/or logo on all RCTP funded marketing and sales materials and are encouraged to follow Travel Oregon's style guide and direction.
- G. Each regional entity selected to implement the RCTP is contractually granted the authority to carry-out the program on the region's behalf. But the contracted DMOs, once the plans are adopted by the Travel Oregon staff and the Commission, are authorized, and empowered to implement the plan.
- H. Travel Oregon and the regions will evaluate the current RCTP procedures periodically. Amendments will be made at the OTC's discretion.
- I. A regional entity can submit amendments to their approved RCTP plan to RCTP staff at Travel Oregon for review and approval. The plan amendments will also include any unexpended funds resulting from original budget amounts over actual costs.
- J. Travel Oregon staff are authorized to negotiate elements of each region's RCTP plan and, if necessary, reject elements of proposed plans that will not achieve the ROI metrics agreed upon.

- K. Information regarding the OTC's travel market mix, demographics, strategies, marketing/development objectives, and metrics can be found in the Travel Oregon's Strategic Plan on Industry.Traveloregon.com.

REQUEST FOR QUALIFICATIONS OR PROPOSALS

- A. Travel Oregon will enact a Request for Qualifications or Request for Proposals cycle that will determine the recipients for RCTP disbursements for up to six years. This cycle will be comprised of 2-year contracts that mirror the biennium.

DESIGNATION OF ENTITY RESPONSIBLE FOR RCTP IMPLEMENTATION

- A. Following the close of the RFQ/RFP period, a review committee comprised of not more than (four) current Oregon Tourism Commissioners, Travel Oregon staff, and industry members who have no potential or actual conflict of interest will be formed to evaluate the RFQ/RFP responses and make recommendations as an additional input point for the OTC prior to designation of regional recipients.
- B. In accordance with state laws, the Oregon Tourism Commission will designate regional RCTP recipients during a noticeable, public meeting for which designation of regional recipients is an agenda item.

PLANNING CYCLE – STAKEHOLDER DRIVEN APPROACH

- A. RDMOs will be required to develop and enact two-year tourism plans and engage in a planning cycle on alternating years. The two-year planning cycle will continue for the duration of RDMO contracts. The regional planning cycle will be done with Travel Oregon RCTP staff. RDMOs will clearly outline where investments in programming touches upon Travel Oregon's 10-Year Strategic Vision lenses and/or objectives, which are as follows:
 - a. Destination Stewardship Approach:
 - i. Prosperity Lens
 - ii. Racial Equity Lens
 - iii. Regenerative Tourism Lens

- b. Objectives:
 - i. Oregon’s tourism economy is flourishing.
 - ii. Oregon is striving to be a place of equity.
 - iii. Oregon delivers remarkable experiences.
 - iv. Oregon respects the natural environment.
- B. At the onset of each two-year planning cycle, Travel Oregon will conduct a statewide survey of tourism stakeholders to gain input regarding prior regional plans and to surface regional tourism priorities, identify opportunities and constraints, and to seek regional industry insights on how investments could be maximized within their region. Travel Oregon will collaborate with RDMOs on the content and development of the survey. Travel Oregon will distribute the survey via its communications channels. The survey results and corresponding regional reports (seven) will be provided to RDMOs and regional stakeholders to aid their planning efforts. A strong focus of the survey distribution will be to interact with a wide range of stakeholders.
- C. During each two-year planning cycle, RDMOs will schedule and deliver planning workshops within their region. These Regional Stakeholder Gatherings will be structured as an opportunity for tourism stakeholders within the region to interface with the RDMO directly and give their insights on regional priorities. RDMOs will present a draft of their regional plans to regional stakeholders for feedback. Regional plans will be expected to reflect regional stakeholder input where appropriate; priorities sourced from stakeholder input should be reflected in the plans. Stakeholder meetings may occur through online platforms when necessary.

- D. RDMOs will submit two-year plans to Travel Oregon RCTP staff, if designated, for approval. Once Travel Oregon has approved plans, RDMOs will present approved plans back to their regional stakeholders via a public forum or through a digital review process. Final regional plans must be placed on RDMO and Travel Oregon’s Industry websites.
- E. In an emergency or disaster, RCTP planning timelines can be changed to be responsive to needs on the ground.

REGIONAL STAKEHOLDERS

- A. Each region will form a designated stakeholder group and meet with them biennially. Findings and notes from stakeholder meetings to be shared back to RCTP staff at Travel Oregon.
- B. Suggested regional stakeholder groups can contain the following:
 - Destination Management Organizations (DMOs) or Chambers of Commerce within region – (5)
 - Select leaders from tourism-related businesses – (15)
 - Accommodations
 - Tour operators
 - Guides and outfitters
 - Restaurateurs
 - Visitor transportation providers
 - Bike shops, golf courses, gear rental businesses, etc.
 - Farm-based agritourism businesses: wineries, cideries, breweries, ‘u-pick’ farms
 - Visitor attractions, cultural heritage attractions, interpretive centers, museums, theaters, etc.

REGIONAL COOPERATIVE TOURISM PROGRAM PLANNING TIMELINE



- Key land management agencies – (5)
 - United States Forest Service (USFS)
 - Bureau of Land Management (BLM)
 - Oregon Parks and Recreation (OPRD)
 - City and county parks
- Department(s) of Transportation (2)
 - Oregon Department of Transportation (ODOT)
 - Local or regional department of transportation
- Representative from international or regional airport (1)
- Representative from port district (1)
- Representative from educational institution (1)
- Representative from tribal entity (1)
- Representative from Regional economic development organization (1)
- Local Government (1)
- Representative from Oregon Tourism Studio Committee Leads and/or Network Managers (Travel Oregon will supply current list)
- Oregon Regional Solutions staff (optional)
- Business Representatives (optional)
 - Business Oregon Regional Development Officers
 - Small Business Development Centers
- Elected officials (optional)
- Oregon Main Street/ Downtown Association Mangers (optional)

LEVERAGE & ALIGNMENT

- A. 100 percent of RCTP funds must be used toward programs or projects aligned with Travel Oregon’s Strategic Plan, Strategic Vision and regional priorities defined by regional stakeholder base.
- B. To optimize alignment within Oregon’s tourism industry, ensure they are leveraging their work as the RDMO with Travel Oregon’s ongoing strategic imperatives, and to reinforce a cohesive and thorough statewide tourism strategy, RDMOs are to invest 10 percent of their total annual disbursement (RCTP budget) into the Regional Collaborative Investments program that is executed in cooperation with Travel Oregon.
- C. Regions are encouraged to invest in strategies and activities that benefit multiple communities within the region and encompass the full suite of tourism disciplines: sales, marketing, destination development, and strategic partnerships. Regions are encouraged to invest in Oregon Tour-

ism Studio communities and other communities where strategic tourism investments have occurred. Travel Oregon will provide a current list of Oregon Tourism studio communities upon request.

- D. Regions are required to develop their own grant or strategic investment fund with a minimum of 10% of their regional allocation per fiscal year. This resource provides funding for regional projects and programs outside their organization that will display a strong return on investment. Regions may administer their own grant process or strategic investment fund. If regions cannot administer this process, Travel Oregon’s competitive grant staff will provide administrative assistance in developing a grant platform. Regions may designate an external grant/fund manager to administrate this process at no more than 10%. For example, if a region’s annual RCTP disbursement is \$1,000,000 that region’s grant program/strategic investment fund must be no less than \$100,000, 10% of which can be used on grant/fund administration, that total would be \$10,000.

COLLABORATIVE REGIONAL INVESTMENTS

- A. Collaborative Regional Investments will be co-developed and co-funded by RDMOs and Travel Oregon. RDMOs and Travel Oregon will work toward developing catalytic projects that are expansive and driven from community engagement. 1-4 projects to be identified per region.
- B. Collaborative Regional Investments will constitute 10% of RCTP investments in programming.
- C. Programming and projects contained within the Collaborative Regional Investment Program will be nested under the following objectives identified in the 10-Year Strategic Vision:
 1. Oregon’s tourism economy is flourishing.
 2. Oregon is striving to be a place of equity.
 3. Oregon delivers remarkable experiences.
 4. Oregon respects the natural environment.
- D. No additional metrics are required when regional entities use their RCTP funds to partner directly with Travel Oregon as the metrics are already included in Travel Oregon’s Strategic Plan.
- E. Multi-regional marketing efforts are strongly encouraged. Regions may achieve stronger results by combining resources with other regions. Travel Oregon encourages regional entities to use the multi-regional approach as appropriate to leverage resources.

F. Regional partners have expressed great interest in having Travel Oregon facilitate gatherings to explore multi-regional opportunities and specific competencies necessary to compete in the marketplace. Therefore,

1. Travel Oregon staff will convene regions collectively to explore multi-regional cooperative opportunities including cooperative marketing opportunities with Travel Oregon.
2. Travel Oregon will convene regions collectively to pursue timely professional development conversations regarding earned media, social programming, media planning, etc.
3. Travel Oregon staff will work internally and with the regions to develop a menu of Travel Oregon programs where the regions can propose to invest their allocated RCTP funds.
4. Travel Oregon staff will provide planning timelines, media plans and other information needed to develop regional RCTP plans quickly.
5. The timeline for presenting RCTP plans will be clearly communicated, therefore allowing Travel Oregon staff to work with each region to identify and agree upon appropriate metrics, allow each region time to prepare their plans to meet those metrics, and to negotiate elements of the regions' RCTP plans prior to the plans going to the OTC for adoption.

G. RCTP funds cannot be spent to market any destination outside of Oregon. However, in the case of a region that may be involved with a joint marketing campaign with destinations in a bordering state, RCTP funds may pay for the relative share of the Oregon region's participation in that campaign.

H. The OTC encourages the use of RCTP funds to leverage Travel Oregon's programs and target markets. A list of those programs is found in Travel Oregon's Strategic Plan: industry.traveloregon.com. RDMO's are encouraged to reference Travel Oregon's publicly available strategic plan, survey reports, and other materials found on Travel Oregon's industry website to help achieve alignment between regional and statewide initiatives, programming, and priorities.

STAFFING

- A. RDMOs may utilize RCTP resources for staffing. Hires made utilizing RCTP resource must comply with overall budgetary guidelines.
- B. Regional departmental staff is defined as individuals issued a W2 and not working under professional service contract or agreement.

REPORTING BUDGET & METRICS

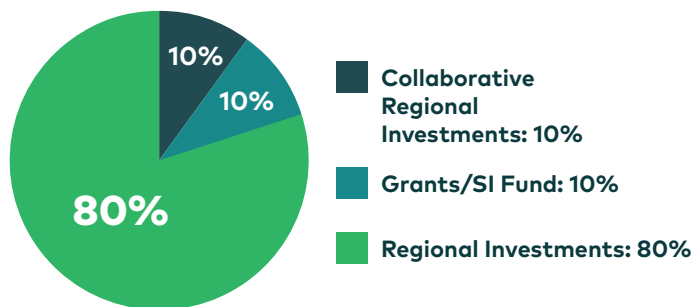
- A. Travel Oregon will assess compliance and performance of RDMOs planning and programming through:
 1. Annual reviews with RDMO
 2. Biennial financial reports to be completed by RDMO and third-party financial advisors
 3. Quarterly in-region consultations with RDMO
 4. Biennial regional stakeholder feedback via survey
- B. Regions will be assessed on metrics associated with specific activities and strategies outlined in their plans.
- C. Regional performance will be assessed based on the return on investment as it pertains to specific strategies and tactics and alignment with regional stakeholder input.
- D. Regional plans and reports will be transparent and viewable on Travel Oregon's Industry website. A strong effort will be made to ensure these performance measures are easy to comprehend.
- E. All RCTP related funds must be spent by RDMOs by the completion of the two-year contract and plan cycle. All unused and unbudgeted funds will be returned to Travel Oregon to use at its discretion on RCTP programming and in-region strategic investments. Carrying forward funds into future biennia is not allowed without prior written approval from RCTP staff. If carrying forward funds is unavoidable, upon new biennium RDMOs shall invest any remainder into their regional grants and or regional investment fund.
- F. The RCTP plans must include goals and objectives, as well as ROI metrics. These metrics will be provided by Travel Oregon in collaboration with the RDMO. Efforts will be made to use recognized and standardized performance measures like those in Travel Oregon's Strategic Plan.
- G. Designated RDMOs will be required to complete and supply RCTP staff quarterly financial information including budget vs: actual totals for each RCTP investment/programming area.

SUBREGIONAL ALLOCATIONS

- A. Regions MAY suballocate RCTP resources to DMOs and/or other entities within their region.
- B. A subregional allocation does not fall under regional grants and cannot be administered as such.
- C. Subregional allocations shall not exceed 30% of the annual RCTP disbursement per region.

- D. If RDMOs employ this model, the process for defining qualifying entities needs to occur in a public and competitive format.
- E. RDMOs may select qualifying organizations to receive allocations through an RFP-style process that the RDMO runs in collaboration with RCTP staff.

RCTP BUDGET BREAKDOWN



ADDENDUM

Oregon Tourism Information System (OTIS)

The Oregon Tourism Information System (OTIS) is a collaborative platform used for sharing and maintaining Oregon’s tourism related points of interest. OTIS unifies the efforts of the tourism industry, helping to streamline content management and communication. As tourism leaders in your region, the RDMO is looked to as the main OTIS user for each region.

The entity selected will be responsible for the collection and submission of all tourism-related content from the entire region into the Oregon Tourism Information System (OTIS). RDMOs are expected to upload new listings and maintain current listing information quarterly each fiscal year. To ensure regional coverage, RDMOs do not need to be the exclusive listing provider in their region but need to have an awareness of other entities within their region that are actively providing listings to OTIS.

How to Access OTIS

Accessing OTIS requires a user account. If you do not have an OTIS account, you may register for one at <https://otis.traveloregon.com>. If you are unsure if you already have an account, please reach out to Cecilia Suvagian at OTIS@traveloregon.com.

We also recommend understanding what and how other DMOs and/or community organizations in your region are managing content in OTIS. This will help to minimize du-

plication of efforts. Travel Oregon can provide a list of OTIS users in your region. At a minimum, Travel Oregon would like each RDMO to understand who in their region is actively providing listings via OTIS. If there are gaps in listing information, the region should be the resource to provide that listing information.

How to Manage Content in OTIS

Once you have an OTIS user account, it is recommended you conduct an initial review of existing data for your region. After reviewing the data, you will be able to identify where there are gaps or where duplicate content exists. We recommend prioritizing the addition of and/or updating of marquee attractions, key tourism-related businesses and events listings in your area.

There are a variety of approaches you can take to creating and updating your OTIS content.

You may choose to update listings by their respective category (Types) such as Restaurants, Museums, Parks or by consolidated groupings (Collections) such as Food & Drink and Attractions. If you are focused on listings for your region, management of multiple types can also be done by grouping listings by individual Cities or Regions.

Listings may be created or edited individually. Larger quantities of new listings may be added to OTIS via OTIS’ bulk upload function.

At this stage we recommend determining what content governance looks like for your organization. How frequently can you realistically audit and review your listings?

Listings may be audited for accuracy at any time, however setting up a regular schedule for review can be helpful (e.g., review all Restaurant listings for accuracy on a quarterly basis) to ensure your listings are up to date.

You can also have multiple users in your region update their city or sub-regional listings. We would anticipate the RDMO to be aware of these users and continue to provide listings for any gap areas. If you would like to host a training for users in your region, please reach out to Cecilia at OTIS@traveloregon.com.

How OTIS Can Power Your Website

Did you know that OTIS listings can be pulled into your website?

OTIS was built with open-source software, and its powerful API enables distribution of listing content to multiple

platforms and devices. If you are interested in OTIS content appearing on your website, please reach out to Kate Jorgensen (Kate@TravelOregon.com) for more information. Organizations that have integrated OTIS with their websites include Willamette Valley Visitors Association, Oregon’s Adventure Coast, Visit McMinnville, Visit Seaside and Washington County Visitors Association.

Still have questions?

Please do not hesitate to reach out to Cecilia Suvagian at 971.717.6188 or OTIS@traveloregon.com.

¹ Please note that the Oregon Wine Board (OWB) is the authority on Wine & Winery listings in OTIS. OTIS receives listing updates from OWB’s database daily. Additionally, Travel Oregon partners with the Oregon Restaurant & Lodging Association (ORLA) to maintain listings for lodging properties.

² An API is a set of requirements that governs how one application or website can “talk” to another.

Marketing and Sales Materials

Travel Oregon requires a review of all RCTP-funded marketing and sales materials before the materials are published and distributed.

Please submit materials and/or social media plan to Kate Sappell (ksappell@traveloregon.com) *and* Mark Senffner (mark@traveloregon.com). Travel Oregon’s staff will complete their review of materials one week after receiving them.

Travel Oregon logos and mini styleguide can be downloaded at: http://barberstock.com/collection/traveloregon/bw_logos

1. Print Marketing and Physical Projects

Printed materials and physical projects must clearly show the Travel Oregon logo and additional wording: “Funded in part by Travel Oregon.” Use of the Travel Oregon logo must be submitted to Travel Oregon for review prior to finalizing a published piece.



Example advertisement

Funding attribution with Travel Oregon logo.

2. Web and Social Media

The Travel Oregon logo is required for standard banner ads. The linked webpage or landing page should also contain the Travel Oregon logo.

For social media, it may be more innovative to tag TO and show us as a content sponsor. See the example below. In this example, the Port of Portland added Travel Oregon as a partner for the ad below and it shows that Travel Oregon is helping to sponsor this content. This can be done for Facebook and Instagram.



On Twitter, it is required to tag Travel Oregon.

Regional Strategic Investment Fund or Regional Grants

To create catalytic and impactful tourism projects and investments outside of the RDMO/DMO realm, RDMOs are required to set up and administer their own Regional Strategic Investment Fund or Regional Grants Program. RDMOs are required to invest a minimum of 10% of the RCTP disbursement received from Travel Oregon into this Regional Strategic Investment Fund or Regional Grants Program.

If there is a tourism grants process that is in effect in the region, an RDMO may choose to fund that grants program instead of administering their own. Tourism adjacent grants processes that address key components of the Travel Oregon’s Strategic Vision will be assessed and approved by RCTP staff.

Regions may select two primary ways of funding tourism projects and investments through either a Regional Strategic Investment Fund or Regional Grants Program. The Regional Strategic Investment Fund pathway allows for RDMO partners to make precise investments in areas of importance to the region. The Regional Grants Program pathway allows for the RDMO partners to set up a more traditional grant program. Both pathways are acceptable and have their own positives and negatives. If rollover exists from year one of either type of programming, regions are expected to roll that amount into the year two funds.

It is the desire of Travel Oregon that stakeholders are made aware of how your region intends to distribute these resources. Once the RDMO has designated which pathway is most appropriate for their region, RDMOs are required to send communications to stakeholders about their processes and how stakeholders can leverage said process.

It is expected that RDMOs will report to the RCTP team in quarterly consultation meetings on how this resource is utilized. Specifically, where investments are made, or grants are delivered out of the Regional Strategic Investment Fund or Regional Grants Program. The goal of this communication is to make Travel Oregon departments aware, so they are better able to support and develop synergies for regional projects and programs.

All projects and programs funded with Regional Strategic Investment Fund or Regional Grants Program resources need to adhere to the branding guidelines mentioned within this document in the Marketing and Sales Materials component of this document.

Grant/Strategic Investment Tips

Width vs. Depth

Wide impact means that the project may serve many people in a minimal way. Deep impact may mean that the project serves a few people but with high quality outcomes. We hope to see projects that demonstrate meaningful impact that also align with local initiatives.

Right-Size Your Application

Less is best. Short and simple applications are much more convenient for the applicant and easier for you to manage. Are there questions on your application that are getting duplicate answers? You may be able to remove one of those questions if that is that case.

Do not Collect It If You Cannot Connect It

Are there questions on your application or report forms that include information that you never use? If so, lose it! Collect information that shares the outcomes you need and use in your reporting of these dollars.

Collect Testimonials

Testimonials can be used to share the impact of your grant dollars or investment with just a few sentences from the awardee. You can collect these in a final report or in an email to ask your awardee/recipient. There is opportunity in using these testimonials to share the impact of your funding.

Kick-Off Events

If awarding grants, consider inviting awardees to a “kick-off event” that allows for networking, celebrating their award, and sharing of project ideas. This could also be an avenue for providing them with their initial grant check or the grant agreement.

Designate Impact of Funds

Collecting data on what your region is funding with a direct investment, or a grant will allow you to share the story of your funding trends.

- Enhance: an improved experience
- Expand: something that does not exist
- Promote: marking an asset

Timeline Check-Ins

Review project timelines and find key dates that would allow for a good check-in point. You never know what you will learn. Intentional check-ins provide opportunities for project contacts to communicate setbacks and/or successes to you, which leads to fewer surprises down the road.

Travel Oregon Grants Contact Info

Michelle Woodard

Grants Manager

michellew@traveloregon.com

D: 503.967.1566

SIGNATURE CERTIFICATE



REFERENCE NUMBER

9EC1E491-D20E-419B-B4FC-FB5438DE8093

TRANSACTION DETAILS

Reference Number

9EC1E491-D20E-419B-B4FC-FB5438DE8093

Transaction Type

Signature Request

Sent At

09/27/2023 16:11 EDT

Executed At

09/27/2023 16:25 EDT

Identity Method

email

Distribution Method

email

Signed Checksum

43437df4733938c2dfcce61ee7e86f1ad80ec98d61568865af6db1ec8092ff45

Signer Sequencing

Disabled

Document Passcode

Disabled

DOCUMENT DETAILS

Document Name

006-0623RCTP FINAL 6-23 FINAL with Guidelines

Filename

006-0623RCTP_FINAL_6-23_FINAL_with_Guidelines.pdf

Pages

28 pages

Content Type

application/pdf

File Size

5.19 MB

Original Checksum

c66079292c0b80bf147ccc183d04b01dc3356ddacce8fbc2612181cd55c73f3

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Todd Davidson</p> <p>Email toddd@traveloregon.com</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 7edf1667ccf23d7bc3040982313b1428ab682a1ab3f077bcf1b3dd986129f7b3</p> <p>IP Address 172.56.152.100</p> <p>Device Chrome Mobile via Android</p> <p>Typed Signature </p> <p>Signature Reference ID DE535143</p>	<p>Viewed At 09/27/2023 16:24 EDT</p> <p>Identity Authenticated At 09/27/2023 16:25 EDT</p> <p>Signed At 09/27/2023 16:25 EDT</p>

AUDITS

TIMESTAMP	AUDIT
09/27/2023 16:11 EDT	Travel Oregon Procurement (procurement@traveloregon.com) created document '006-0623RCTP_FINAL_6-23_FINAL_with_Guidelines.pdf' on Microsoft Edge via Windows from 24.20.86.152.
09/27/2023 16:11 EDT	Todd Davidson (toddd@traveloregon.com) was emailed a link to sign.
09/27/2023 16:24 EDT	Todd Davidson (toddd@traveloregon.com) viewed the document on Chrome Mobile via Android from 172.56.152.100.
09/27/2023 16:25 EDT	Todd Davidson (toddd@traveloregon.com) authenticated via email on Chrome Mobile via Android from 172.56.152.100.
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