



August 14, 2025

BCC Agenda Date/Item: _____

Board of County Commissioners
Clackamas County

**Approval of a Professional Services Contract with Travel Portland for Portland Regional Cooperative Tourism Plan implementation funds. Contract Value is \$193,225 for 1 year. Funding is through Travel Portland.
No County General Funds are involved.**

Previous Board Action/Review	Previously approved contracts for similar services. Most recently amendment 1 to 20240111 II.D.1 in September 2024.		
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	Lizzie Keenan	Contact Person	971-378-4006

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 FY25/26 Clackamas County's allocation is \$193,225. These funds support tourism tactics that align with the regional strategies and the needs of Clackamas County's tourism partners. Tactics for FY25/26 include business and partner development through Clackamas County representation at trade/consumer shows, targeted digital advertising, and strategic investments.

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

Respectfully submitted,

Lizzie Keenan
Director of Tourism

PROFESSIONAL SERVICES CONTRACT

This contract for professional services (“**Contract**”) number **001-25-26-RCTP** is between Travel Portland (“**Travel Portland**”), and Clackamas County, on behalf of its Department of Tourism (“**Contractor**”). Travel Portland’s Contract Administrator for this Contract is identified in section 21.

1. Contract Term. This Contract is effective on the earlier of **July 1, 2025**, or the date it has been signed by Travel Portland and Contractor, and all required State approvals have been obtained. This Contract continues through **June 30, 2026**, 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 **\$193,225.00**. 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 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 Travel Portland 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 Travel Portland 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, Exhibit B: Insurance Requirements.

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, Successors, and Assignments. 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 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 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 by any other agency or department of the State for Services performed under this Contract. Travel Portland certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract. 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 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 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.

10.1 Ownership by Travel Portland. Unless otherwise provided in the Statement of Work, all Work Product is the exclusive property of Travel Portland. Contractor hereby irrevocably assigns to Travel Portland 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 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 these photographic images to 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 Travel Portland 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 TRAVEL PORTLAND is jointly liable with Contractor (or would be if joined in the Third Party Claim), Travel Portland 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 Travel Portland 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 Travel Portland 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. Travel Portland'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 Travel Portland had sole liability in the proceeding.

11.3 With respect to a Third Party Claim for which Contractor is jointly liable with Travel Portland (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 Travel Portland in such proportion as is appropriate to reflect the relative fault of Contractor on the one hand and of Travel Portland 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 Travel Portland 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 Exhibit B, Insurance. Contractor may satisfy its obligations under this section through its self-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 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 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 upon occurrence of the following:

13.3.1 : 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;

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

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 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 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 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 Services 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. The parties shall maintain all financial records relating to this Contract

according to generally accepted accounting principles. In addition, the parties shall maintain any other records pertinent to this Contract in such a manner as to clearly document that party's performance. The parties acknowledge and agrees that the other party, 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 the parties that are pertinent to this Contract, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. The parties 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. TRAVEL PORTLAND 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. 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. Travel Portland and 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. The parties agree 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 Travel Portland, Contractor must confirm by telephone call to Travel Portland's Contract Administrator that Travel Portland 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 Travel Portland:	IF TO CONTRACTOR:
Megan Conway, CEO & President Travel Portland 100 SW Main St., Suite 1100 Portland, OR 97204 503-275-9795 (voice) Email : megan@travelportland.com	Lizzie Keenan, Executive Director Clackamas County/Clackamas Tourism 2051 Kaen Rd Oregon City, OR 97045 971-378-4006 Email: lizzie@mthoodterritory.com

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.

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 (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 Travel Portland to enforce any provision of this Contract does not constitute a waiver by Travel Portland of that or any other provision.

26. No Attorney Fees. In the event of 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.

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Company

☐ Limited Liability Partnership ☐ Sole Proprietorship ☐ Other: _____

COBID / WMWESB / Other Status (optional):

☐ Minority/Woman Owned Business ☐ Veteran Owned Business

☐ Disadvantaged Business Enterprise ☐ Emerging Small Business ☐ B-Corp

27.3. 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.

27.4 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.

27.5 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.

27.6 Notice to Governor's Advocate. Travel Portland 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

28. 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.

27.2 By execution of this Amendment, Contractor certifies to Travel Portland 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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**

TRAVEL PORTLAND

Signature: _____

Craig Roberts, Chair, Board of Commissioners

Date: _____

Signature: _____

Megan Conway, CEO & President

Date: _____

EXHIBIT A

STATEMENT OF WORK

Contractor will provide Travel Portland with a regional tourism strategy (RCTP Plan) using Travel Portland 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 Travel Portland to execute an approved RCTP plan for the utilization of funds provided in this Contract.

Contractor has been designated by Travel Portland as a Portland Region Destination Management Organization and will adhere to Travel Oregon's Regional Cooperative Program Guidelines and Portland Region Grant & Strategic Investment Mandate Parameters.

- a. Contractor will provide industry and stakeholder feedback or input on Portland Region RCTP initiatives or other industry initiatives and provide information to Travel Portland.
- b. Contractor will expend the state dollars provided through this agreement in a manner consistent with the approved RCTP Plan and budget. 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, 2026, 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 Travel Portland.

REGION:

Portland Region

MISSION:

Through our valuable partnerships with a multitude of stakeholders and a consistent focus on collaboration, the mission of the Portland Region partners is to leverage regional assets in the strategic promotion and stewardship of experiences that attract visitors to our diverse communities. Beyond this collective mission, each of the five core Destination Marketing Organizations (DMOs) that lead the work for the region have individual missions that serve their respective communities and the region as a whole.

Travel Portland: To generate travel demand that drives economic impact for Portland. www.travelportland.com

Washington County Visitor's Association: To encourage visitors to stay, spend and play in Washington County, Oregon, by selling, marketing and promoting the county's diverse collection of tourism-related assets. www.wcva.org

Clackamas County Tourism: To enhance the quality of life for residents by optimizing the economic impacts of the tourism industry derived from the County's Transient Room Tax. www.mthoodterritory.com

Gresham Area Chamber and Visitors Center: We are a catalyst that advocates, educates and collaborates to produce vitality and prosperity. www.greshamchamber.org

Columbia Economic Team: To promote the creation, retention, growth and attraction of business and industry throughout Columbia County. <https://columbiaeconomicteam.com/>

The Portland Region partners work together to align the individual efforts of three well-resourced DMOs and two developing tourism programs with the mission of strengthening the breadth and diversity of visitor experiences in our region, supporting the industry and managing sustainable visitor growth and strategic tourism investment within our urban, suburban and rural communities.

PAYMENT TERMS / BUDGET SUMMARY:

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

	2025-2026	BUDGET
	RCTP	\$152,837.00
	GRANT/STRATEGIC INVESTMENT MANDATE	\$40,388.00
	TOTAL	\$193,225.00

SCHEDULE

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

- July 1: Contract for services executed by Travel Portland and Contractor.
- Contractor will return executed agreement along with an invoice requesting payment to michael@travelportland.com. DMO 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 "001-25-26 RCTP"
- Mid-year progress report due on date provided by Travel Portland, but not sooner than January 31
- Travel Portland 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

Travel Portland will use a digital signing process 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 michael@travelportland.com
- All invoices must include reference to **Purchase Order #001-25-26 RCTP**.
- 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. Travel Portland 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 Travel Portland 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 Travel Portland 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:

(Travel Portland must check boxes for #2, #3, & #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. 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 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 is Additional Insured 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 the 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.