

RESOLUTION NO. 2007-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASHLAND REITERATING ITS POLICY OF RELATING THE EXPENDITURE OF MONIES FOR ECONOMIC AND CULTURAL DEVELOPMENT TO THE HOTEL/MOTEL (Transient Occupancy) TAX AND REPEALING RESOLUTION 2004-32

THE CITY OF ASHLAND RESOLVES AS FOLLOWS:

SECTION 1. That the City Council recognizes that the source of monies for the Economic and Cultural Development Grant program is the Hotel/Motel Tax.

SECTION 2.

The following are the goals which the Budget Committee is attempting to meet by granting money to applicants for:

a) Tourism Promotion:

1. Attract someone who travels to Ashland from more than 50 miles away to attend an event.
2. Attract someone who stays the night in Ashland to attend an event.

b) Economic Development:

1. Promote increased number, variety and size of employers.
2. Encourage wages at or above median wage.
3. Promote businesses that employ 5 to 100 people or is locally owned.
4. Encourage use of local resources.
5. Work with Southern Oregon University, especially for international commerce.
6. Discourage businesses that need water, that emit air pollution, or that create toxic waste.

c) Cultural Development:

1. Increase the number, variety and size of cultural opportunities in Ashland
2. Support diversification of the local economy
3. Showcases local talent
4. Work with Southern Oregon University on cultural programs

SECTION 3.

Beginning in Fiscal Year 2007/2008, the City Council will appropriate thirty-three and one-third percent (33.3%) of the anticipated Hotel/Motel tax monies for Economic and Cultural Development. The City of Ashland has determined that as of July 1, 2003, \$186,657 or 14.23% of total Hotel/Motel tax revenues were expended on tourism promotion, as defined in Chapter 818 of the 2003 Oregon Laws, and will continue to be spent on tourism promotion increased or decreased annually consistent with the estimated TOT revenues budgeted. The minimum amount to be spent on tourism in FY 2007-2008 is \$218,715.

The amount to be allocated annually to Ashland Chamber of Commerce (COC) and Oregon Shakespeare Festival (OSF) for promoting tourism per the state definition shall be \$85,330 and \$116,700, respectively, adjusted each year by the amount of inflation or deflation established in the Budget process. An additional amount of \$169,740,

adjusted each year by the amount of inflation or deflation (increase or decrease in budgeted TOT revenue) established in the Budget process, will be granted annually to COC for economic development projects in cooperation with City staff.

Any additional amount for tourism required by Chapter 818 shall be allocated to COC, OSF or other group during the budget process specifically for that purpose. The remainder of the monies budgeted for these grants may be allocated to grantees for activities fitting in any of the three categories set forth in Section 2 of this Resolution.

By January 31 of each year each recipient of a grant greater than \$2,500 for non-tourism programs or any amount specifically intended for tourism per this resolution shall submit a report to the city council setting forth how the grant funds received were expended in furtherance of the goals set forth in Section 2. Grant recipients of \$2,500 or less for non-tourism programs are required to report its use only when requesting additional money in a subsequent year.

SECTION 4. The following guidelines and criteria are established for the Economic and Cultural Development Grants:

- a) Grantee shall be a 501(c) non-profit agency.
- b) Grantee shall be a non-governmental agency.
- c) Grantee shall promote livability for the citizens of Ashland.
- d) The minimum grant proposal will be \$2,500.
- e) The grant will benefit Ashland in regards to enrichment and activities of an economic nature.
- f) Grantee shall serve the population in Ashland but may encompass other venues in the Rogue Valley. Monies granted are intended to be used for programs or service performed or provided within the City of Ashland or immediate areas.
- g) Irrespective of sub-paragraph 'b', the City of Ashland Public Arts Commission may apply for and receive funds.

SECTION 5. Resolution 2004-32 is repealed upon passage of this resolution.

SECTION 6. This resolution takes effect upon signing by the mayor.

This resolution was read by title only in accordance with Ashland Municipal Code §2.04.090 duly PASSED and ADOPTED this 20 day of March, 2007.


Barbara Christensen, City Recorder

SIGNED and APPROVED this 23 day of March, 2007.


John W. Morrison, Mayor

Reviewed as to form:


Michael W. Friell, City Attorney

CITY OF ASHLAND
FINANCIAL ASSISTANCE AWARD CONTRACT

CITY: CITY OF ASHLAND 20 E Main Street Ashland OR 97520 (541) 488-5300 FAX: (541) 552-2059	GRANTEE: Oregon Shakespeare Festival Address: P.O. Box 158 Ashland, OR 97520 Telephone: 482-2111
Term of this agreement: July 1, 2007 to June 30, 2008	
Amount of grant: \$116,700 which will be disbursed monthly for the fiscal year in the amount of \$9,725.00 and is to be used for tourism promotion per Resolution 2007-08.	
Budget subcommittee: Economic and Cultural Development	

Contract made the date specified above between the City of Ashland and Grantee named above.

RECITALS: City grants the identified amount for the stated purpose above. This Grant agreement (ORS 279A.010 (i) (A) (ii)) is not a public contract for purposes of ORS 279 A-C. ORS 279A.010 (x).

City and Grantee agree:

1. Amount of Grant. Subject to the terms and conditions of this contract, the City agrees to provide funds in the amount specified above. Grant funds shall be utilized or contractually committed in the fiscal year for what they are awarded.

2. Qualified Work. Grantee has represented, and by entering into this contract now represents, that any personnel assigned to the work required under this contract are fully qualified to perform the work to which they will be assigned in a skilled and worker-like manner and, if required to be registered, licensed or bonded by the State of Oregon, are so registered, licensed and bonded. Grantee must also maintain a current City business license.

3. Use of Grant Funds. The use of grant funds are expressly limited to the activities in this contract and per Resolution 2007-08 with modifications, if any, made by the budget subcommittee designated above or City Council.

Grantee will report in writing on the use and effect of granted monies compared to the original intent of this contract and Resolution 2007-08 per the following:

- a. Within 90 days of the event completion (Single event applications)
- b. As part of a subsequent application for grant funds from the City
- c. Within 90 days of the end of the current budget fiscal year, whichever is earlier

Grant applicants awarded less than \$2,500 are encouraged to maintain documentation to this effect but are not required to submit a report unless requested by the City except under 2 b. above.

4. Unexpended Funds. Any grant funds held by the Grantee remaining after the purpose for which the grant is awarded or this contract is terminated shall be returned to the City within 30 days of completion or termination.

5. Financial Records and Inspection. Grantee shall maintain a complete set of books and records relating to the purpose for which the grant was awarded in accordance with generally accepted accounting principles. Grantee gives the City and any authorized representative of the City access to and the right to examine all books, records, papers or documents relating to the use of grant funds.

6. Living Wage Requirements. If the amount of this contract is \$17,342 or more, and if the Grantee has ten or more employees, then Grantee is required to pay a living wage, as defined in Ashland Municipal Code Chapter 3.12, to all employees and subcontractors who spend 50% or more of their time within a month performing work under this contract. Grantees required to pay a living wage are also required to post the attached notice predominantly in areas where it will be seen by all employees.

7. Termination.

- a. Mutual Consent. This contract may be terminated at any time by mutual consent of both parties.
- b. City's Convenience. This contract may be terminated at any time by City upon 30 days' notice in writing and delivered by certified mail or in person.
- c. For Cause. City may terminate or modify this contract, in whole or in part, effective upon delivery of written notice to Grantee, or at such later date as may be established by City under any of the following conditions:
 - i. If City funding from federal, state, county or other sources is not obtained and continued at levels sufficient to allow for the grant;
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the grant purposes are no longer allowable or appropriate for award under this contract or are no longer eligible for the funding proposed for payments authorized by this contract; or
 - iii. If any license or certificate required by law or regulation to be held by Grantee to provide the services required by this contract is for any reason denied, revoked, suspended, or not renewed.

8. Default. If Grantee fails to perform or observe any of the covenants or agreements contained in this contract or fails to expend the grant funds or enter into binding legal agreements to expend the grant funds within twelve months of the date of this contract, the City, by written notice of default to the Grantee, may terminate the whole or any part of this contract and may pursue any remedies available at law or in equity. Such remedies may include, but are not limited to, termination of the contract, stop payment on or return of the grant funds, payment of interest earned on grant funds or declaration of ineligibility for the receipt of future grant awards.

In the event of termination, City may stop payment or withhold any Grant funds in City's possession from Grantee and Grantee shall immediately return all unexpended and unencumbered grant funds. In addition, City shall be entitled to recover any administrative costs, including attorney fees or collection costs if encumbered as a result of Grantee's failure to return Grant funds. In the event of termination, if Grant funds are not returned or it is found that Grant funds were misappropriated, Grantee shall be ineligible and disbarred from receipt of future grant funds until such matters are finally adjudicated and settled. The rights and remedies of this section are not exclusive and are in addition to any other rights and remedies available to the City under the law.

9. Amendments. The terms of this contract will not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by the parties. Such written modification will be made a part of this contract and subject to all other contract provisions.

10. Indemnity. Grantee agrees to defend, indemnify and save City, its officers, employees and agents harmless from any and all losses, claims, actions, costs, expenses, judgments, subrogation's, or other damages resulting from injury to any person (including injury resulting in death,) or damage (including loss or destruction) to property, of whatsoever nature arising out of or incident to the performance of this agreement by Grantee (including but not limited to, Grantee's employees, agents, and others designated by Grantee to perform work or services attendant to this agreement). Grantee shall not be held responsible for damages caused by the negligence of City.

11. Insurance. Grantee shall, at its own expense, at all times for twelve months from the date of this agreement, maintain in force a comprehensive general liability policy including coverage for

contractual liability for obligations assumed under this Contract, blanket contractual liability, products and completed operations, and owner's and contractor's protective insurance. The liability under each policy shall be a minimum of \$500,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage. Liability coverage shall be provided on an "occurrence" not "claims" basis. The City of Ashland, its officers, employees and agents shall be named as additional insureds. Certificates of insurance acceptable to the City shall be filed with the City's Risk Manager or Finance Director prior to the expenditure of any grant funds. Grantee shall at its own expense provide the following insurance: Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers.

12. Assignment and Subcontracts. Grantee shall not assign this contract or subcontract any portion of the work without the written consent of City. Any attempted assignment or subcontract without written consent of City shall be void. Grantee shall be fully responsible for the acts or omissions of any assigns or subcontractors and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any contractual relation between the assignee or subcontractor and City.

13. Merger. This contract constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified in this contract regarding this contract. Grantee, by the signature below of its authorized representative, acknowledges that it has read this contract, understands it, and agrees to be bound by its terms and conditions.

14. Governing Law; Jurisdiction; Venue. This contract shall be governed and construed in accordance with the laws of the State of Oregon without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between the City (and/or any other or department of the State of Oregon) and the Grantee that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Jackson County for the State of Oregon. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon filed in Jackson County, Oregon. Contractor, by the signature herein of its authorized representative, hereby consents to the in personam jurisdiction of said courts. In no event shall this section be construed as a waiver by City of any form of defense or immunity, based on the Eleventh Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.

15. Nonappropriations Clause. Funds Available and Authorized: City has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the City's fiscal year budget. Grantee understands and agrees that City's payment of amounts under this contract attributable to work performed after the last day of the current fiscal year is contingent on City appropriations, or other expenditure authority sufficient to allow City in the exercise of its reasonable administrative discretion, to continue to make payments under this contract. In the event City has insufficient appropriations, limitations or other expenditure authority, City may terminate this contract without penalty or liability to City, effective upon the delivery of written notice to Grantee, with no further liability to Grantee.

16. Non-Discrimination. Grantee shall comply with all applicable federal, state and local laws, rules, and regulations on nondiscrimination because of race, color, ancestry, national origin, religion, sex, marital status, sexual orientation, age, medical condition, or disability.

GRANTEE

CITY OF ASHLAND

By _____

By _____

Finance Director

Title _____

Date _____

Date _____