

# Community Partnership Program

## TERMS & CONDITIONS

1. **Applicants/awardees agree to use program forms and templates** as provided by Clackamas County Tourism & Cultural Affairs/Oregon's Mt. Hood Territory (OMHT).
2. **Applicants/awardees agree to adhere to program dates and timelines.**
3. **Applications and Yearend Reports are submitted on-line.**
4. **Projects selected for funding shall be tourism-related and fit within in the PROGRAM GUIDELINES and TERMS & CONDITIONS.**
5. Projects selected for funding shall **offer measurable/demonstrable returns on investment (ROI)**. Measurement of ROI may include creation of overnight stays; numbers of attendees/participates from outside the area; increased capacity or sustainability of existing events/activities, or a demonstrable ability to get visitors to shop, dine, visit local heritage or cultural attractions, participate in recreational opportunities, or otherwise entice them to "linger longer".
6. Applicants/awardees whose project(s) have been identified for funding through a local review process agree to **submit a signed FUNDS ACCEPTANCE AGREEMENT (AGREEMENT)** to OMHT before funds will be released.
7. Applicants/awardees agree to **remit an IRS W-9 (Taxpayer Identification Number & Certification) to the Clackamas County Finance Department**, if one is not already on file, before funds will be released. NOTE - This will result in an **IRS 1099 Income Statement being generated** and sent to the awardee at the end of the tax year.
8. In cases where there is not an IRS registered organization connected with a selected project, an OMHT approved **third-party may receive funds on behalf of an applicant/awardee** provided the third-party agrees to assume all applicant/awardee responsibilities as outlined in these Terms & Conditions and they remit a signed AGREEMENT. Such parties should ideally be identified in the grant application.
9. Applicants/awardees who receive grant funds **agree to submit Yearend Reports** that include an accounting of how funds were expended, as well as project performance and/or measurements. Copies of invoices and receipts are required.
10. **Failure to submit a Yearend Report** for a project that received an award precludes consideration for any future OMHT grant until the situation is corrected.
11. For **awards that create or enhance websites**, applicants/awardees agree to install analytic software, preferably Google Analytics, and share reports with OMHT showing traffic to the site.
12. For **awards for marketing or promotional materials, maps, brochures, websites**, etc., applicants/awardees agree to include the Mt. Hood Territory logo and/or URL into the final product. Electronic copies of logo art files are available at [www.mthoodterritory.com/logos](http://www.mthoodterritory.com/logos). All application of the Mt. Hood Territory logo shall be reviewed and approved by OMHT's Marketing Manager, Jeannine Breshears – jeannine@mthoodterritory.com or 503-655-8419.

13. For **awards for events and/or activities where a sponsorship program exists**, applicants/awardees agree recognize OMHT as a sponsor commensurate with established sponsorship levels.
14. **Projects that receive CPP funding in 2019 shall be completed by December 31, 2019.**
15. **Extensions are possible for extenuating circumstances beyond the control of the applicant/awardee.** To request an extension, contact OMHT's Community Relations Coordinator, Jim Austin – jim@mthoodterritory.com or 503-742-5901, by November 18, 2019. Extensions are generally granted for no more than 90 days.
16. **Applicants/awardees agree to return unexpended award funds** upon project completion, or at the end of the program year (December 31, 2019), unless an extension has been granted by OMHT.
17. **Failure to return unexpended award funds** from a prior grant cycle precludes applicants/awardees from being considered for any other OMHT grant until the situation has been corrected.
18. **Applicants/awardees agree to execute their project and use award funds as specified in their application and in keeping with any conditions** included in their AGREEMENT.
19. **OMHT retains the right to request that applicants/awardees return award funds**, in part or in whole, should it be determined that funds were used for purposes other than those specified in the application, not in keeping with conditions outlined in the AGREEMENT and/or the PROGRAM GUIDELINES, TERMS & CONDITIONS.
20. **Changes to an awarded project's scope of work (SOW)**, as specified in the application and authorized in the AGREEMENT, are possible. To request approval for a SOW change, contact OMHT's Community Relations Coordinator, Jim Austin – jim@mthoodterritory.com or 503-742-5901, before initiating changes.
21. **Applicants/awardees are solely responsible for** paying: their own taxes (federal, state and local or any type or amount); consideration owed to their own contractors or agents; operational expenses; wages, salaries, benefits, withholdings, and assessments for employees; and damages or settlements for claims arising from the negligent, reckless, or intentional acts of its principals, employees or agents, all without contribution from Clackamas County, Clackamas County Tourism and Cultural Affairs Department, or Oregon's Mt Hood Territory.
22. **Applicants/awardees will execute their project and provide the scope of work as described in their Application/Agreement as independent contractors.** Nothing herein shall be interpreted as establishing the relationship of employer/employee, principal/agent, legal partnership, joint venture, association, or any other type of legal or business relationship between Clackamas County, Clackamas County Tourism and Cultural Affairs Department, or Oregon's Mt Hood Territory.

Contact Jim Austin at [jim@mthoodterritory.com](mailto:jim@mthoodterritory.com) or 503-742-5901 for questions.