

# **City of Brookings MEETING AGENDA**

## **TOURISM PROMOTION ADVISORY COMMITTEE**

**Thursday, October, 24, 2013 - 4:00pm**

City Hall Council Chambers, 898 Elk Drive, Brookings, OR

- 1. Roll Call**
- 2. Approval of Minutes**
- 3. Public Comments**
- 4. Action Items**
- 5. Informational Items**
  - a. Travel Oregon - Travel & Tourism Ad Network 2014**
- 6. Liaison Reports**
  - a. TV/Channel 5 - Staff**
  - b. Apple Box - Candice**
  - c. City/Chamber/Port Coordination - Barbara**
  - d. Events - Bob**
  - e. Print Media - Joe**
  - f. Oregon Lifestyles - Staff**
- 7. Schedule Next Meeting**
- 8. Adjournment**

All public comments and presentations are limited to 10 minutes. All public meetings are held in accessible locations. Auxiliary aids will be provided upon request with advance notification. Please contact 469-1103 if you have any questions regarding this notice.

**TOURISM PROMOTION ADVISORY COMMITTEE (TPAC)**  
**MINUTES**  
**Tuesday, September 24, 2013**

**CALL TO ORDER**

Meeting called to order at 4:04 PM.

**1. ROLL CALL**

*Present:* Committee members Barbara Ciaramella, Candice Michel, Bob Pieper, Joe Willett, and Chair Tim Patterson

*Also present:* City Manager Gary Milliman

Gary advised that the City Council recently appointed Skip Watwood to the TPAC and he will be advised of the next meeting

**2. APPROVAL OF MINUTES**

**Motion made to approve the minutes of September 10, 2013 as written; motion seconded and Commission voted; the motion carried unanimously.**

**3. PUBLIC COMMENTS**

None

**4. ACTION ITEMS**

**A. Oregon Coast Lifestyles** - Barbara contacted several media production companies and received very favorable feedback on Oregon Coast Lifestyles and believed their offer is very reasonable. Tim advised he was in contact with Terri-Lyn to negotiate the contract price and she advised that they have no problem with the \$8000 for production with no advertising and six months free viewing time, but requested after six months to review the contract and discuss going after sponsors/ads. **Motion made to recommend to the City Council to spend \$8000 with Makai Ohana Production to do a 30 minute video show on Brookings that will run for six months and cost a total of \$8,000. Motion seconded and Commission voted; the motion carried unanimously.** Recommendation forwarded to the City Council. Barbara suggested a letter be drafted to the Chamber of Commerce to ask if they would like to participate in funding of this project, and Gary advised her to work with Lauri.

**B. Doo-Wop Event Proposal** - Gary advised that the City Council took no action on the TPAC's recommendation for the Doo-Wop Event Proposal. They felt that the time was too short to develop a media campaign, questions were raised about the event location, budget and weather concerns. No interest by the committee to resubmit recommendation. Gary will write a letter to Pirate Productions.

**5. INFORMATIONAL ITEMS**

**A. Report on City Council actions from Sept. 23, 2013** - Gary advised City Council approved agreements for the Rotary Club Raining Cats and Dogs Event and the Chetco Pelican Players Haunted House Event specifying that the funds allocated must be used on advertising to attract visitors from outside of the area. They also approved the TPAC budget and the Chamber of Commerce proposed expenditure for Oregon Coast Magazine print ads.

**B. Off-Season Tourism Event Proposal Form** - No changes, form approved.

**C. Channel 5 Update** - With Peter Spratt no longer on the committee Gary advised that he has been fielding questions and working with the media. Several requests were made including they provide information on the metrix; they provide CDs; and Bob requested they start filming winter events so ads will be current. Candice suggested the contract be reviewed to find out what exactly they were to provide and to answer any questions the committee has. Item moved to the next meeting agenda to review the contract.

**D. Transient Tax Regulations** - Gary reviewed and responded to questions on this topic, explaining that TST funds collected must be for tourism promotion.

## **6. LIAISON REPORTS**

**A. TV Liaison** - Gary willing to continue working with media groups for term of this contract. Committee suggested a member be appointed to work with Gary to gain experience for the next contract. Item moved to the next meeting agenda.

**B. Events** - Bob advised he has been talking with someone interested in putting on a crab fest and believe they will be able to do a presentation in October. He was also in contact with a representative from the People's Coast Bicycle Classic from Astoria to Brookings and is working with Crème Coffee Shop, White Rock & Chetco River Cabins to work with them so next year they spend a night in Brookings. They hope to grow the event and this year had 45 participants. Bob also mentioned the Crescent City Basketball Tournament which hosts 48-60 teams and thought we might be able to attract visitors that weekend to the hotels.

**C. Port** - Barbara in talks with the Port on an expandable tent so you can start small and add on when needed. A tent to provide a back-up location for weather is needed.

**D. Rural Tourism** - Joe planning to attend the October meeting in Port Orford with Bill Hamilton, space is still available if anyone wants to go.

**E. Apple Box Update** - Candice advised Chris has provided scripts and is planning to visit the area soon to shoot video.

**7. SCHEDULE NEXT MEETING** - next meeting scheduled for Thursday, October 24 at 4:00pm.

## **8. ADJOURNMENT**

With no further business before the Committee, the meeting adjourned at 5:02 pm.

Respectfully submitted,

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Tim Patterson, Chair  
(approved at October 24, 2013 meeting)

**From:** Terra Moreland [mailto:[terram@mediamerica.net](mailto:terram@mediamerica.net)]  
**Sent:** Thursday, October 03, 2013 10:34 AM  
**To:** [gmilliman@brookings.or.us](mailto:gmilliman@brookings.or.us)  
**Subject:** RE: Oregon Tourism for Brookings

Hi Gary ~

I apologize for not having my head completely wrapped around the new set up you guys have in Brookings. I'm doing my best to take what I have and know in tourism and hoping to leverage it to continue to build visitor traffic for Brookings. It's an area I've grown to love and want to see it prosper.

As promised, attached is a proposal for Oregon Tourism promotions. Within the excel sheet I have the first tab dedicated to print and the second tab dedicated to web. Also attached are the [Travel Oregon](#) and [Oregon Coast](#) media kits.

It is not my goal to try and push your \$4,000 remaining budget so correct me if I'm wrong, but the Chamber could potentially use part of their budget to cover part of this, so that together your budgets capture the full coverage for Brookings. Correct?

Let me know when the proposal is on the agenda and I'd be happy to review over the phone or even come down to assist in person.

Look forward to your response.



**Terra Moreland**  
Senior Account Executive - MEDIAmerica  
503 445 8830 - D | 971 235 2146 - M  
[terram@mediamerica.net](mailto:terram@mediamerica.net)  
[Subscribe to receive Travel Oregon E-newsletters](#)

**From:** Terra Moreland  
**Sent:** Wednesday, September 25, 2013 11:50 AM  
**To:** '[gmilliman@brookings.or.us](mailto:gmilliman@brookings.or.us)'  
**Subject:** RE: Oregon Tourism for Brookings

Thank you Gary!

I will be in touch with Joyce to sort out the scheduling details for next week.



**Terra Moreland**  
Senior Account Executive - MEDIAmerica  
503 445 8830 - D | 971 235 2146 - M  
[terram@mediamerica.net](mailto:terram@mediamerica.net)  
[Subscribe to receive Travel Oregon E-newsletters](#)

**From:** [gmilliman@brookings.or.us](mailto:gmilliman@brookings.or.us) [mailto:[gmilliman@brookings.or.us](mailto:gmilliman@brookings.or.us)]  
**Sent:** Wednesday, September 25, 2013 10:36 AM  
**To:** Terra Moreland  
**Subject:** Re: Oregon Tourism for Brookings

The City has appointed a Tourism Promotion Advisory Committee (TPAC) to advise the City Council on how to expend some \$36,000 in Transient Occupancy Tax revenues allocated for tourism promotion. We are also seasonally staffing a visitor information counter at Brookings City Hall.

Any proposals received are submitted to the TPAC for their review and recommendation. All but about \$4,000 for fiscal 13-14 has been allocated.

I would be happy to speak with you upon my return to Brookings next week. Please contact Joyce Heffington at 469 1102 for scheduling.

Gary Milliman

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**From:** "Terra Moreland" <[terram@mediamerica.net](mailto:terram@mediamerica.net)>  
**Date:** Wed, 25 Sep 2013 10:31:38 -0700  
**To:** <[gmilliman@brookings.or.us](mailto:gmilliman@brookings.or.us)>  
**Cc:** <[arlis@brookings.or.us](mailto:arlis@brookings.or.us)>  
**Subject:** Oregon Tourism for Brookings

Hi Gary ~

Follow up to a voicemail I just left you. I understand you and Arlis at the Chamber will be handling tourism promotions for Brookings.

[Travel Oregon Tourism Commission](#) and the [Oregon Coast Visitor Associations](#) are two accounts I handle, that we have leveraged in the past, to help promote Brookings. Rather than just pushing for a straight renewal of what the chamber has done in the past, I really look forward to learning more about the direction you have in mind.

✓ Check out this video from Gov. Kitzhaber on Tourism in Oregon and then scroll around on the website a bit for additional tourism tips <http://industry.traveloregon.com/>

Can we set up a call so that I may learn more about how Oregon's Tourism Commission and the Coast Association can align with Brookings for 2014?



**Terra Moreland**

Senior Account Executive - MEDIAmerica  
503 445 8830 - D | 971 235 2146 – M

[terram@mediamerica.net](mailto:terram@mediamerica.net)

[Subscribe to receive Travel Oregon E-newsletters](#)

DRAFT PROPOSAL FOR DISCUSSION

City of Brookings – Travel & Tourism Ad Network 2014 Program



This outline is for planning and discussion purposes - other combinations can be presented upon request.  
Agreement is subject to specific advertising terms and conditions sent seperately.

\*All rates are Net

TRAVEL & TOURISM MARKETING CHANNELS

CHANNEL	AD SIZE & PLACEMENT RECOMMENDATION	UNIT RATE	NUMBER OF MONTHS	TOTAL RATE	DISCOUNT	PACKAGE RATE	PACKAGE RATE TOTAL SAVINGS	IMPRESSIONS (total per channel)
Travel Oregon Visitor Guide								
<b>Publish - March 2014</b> 4-Color Display Advertising 300K Copies <b>Free Leads &amp; Strategic Distribution</b> ~ <i>Regional - Statewide Distribution</i> ~ <i>Domestic - By Request and Tradeshow</i> ~ <i>International - By Request and Tradeshow</i>	<b>Full Page - Brookings renewal (had since 2007)</b>  *discount is based on grandfathering in an original rate, that is only kept if renewed each year.		12	\$ 9,400	\$ 2,800	\$ 6,600		300,000
Oregon Coast Visitor Guide								
<b>Publish - March 2013</b> 4-Color Display Advertising 100K Copies <b>Free Leads &amp; Strategic Distribution</b> <i>Regional - Statewide, Domestic - By Request and Tradeshow, International - By Request and Tradeshow</i>	<b>Full Page</b> <b>Premium Position - FP - pg 1 or 2 - \$3,300</b> <b>Half Page - \$1,900</b>		12	\$ 2,900		\$ 2,900	\$ 0	100,000
<b>TOTALS</b>				<b>\$12,300</b>		<b>\$ 9,500</b>	<b>\$ 0</b>	<b>400,000</b>
				<b>TOTAL ANNUAL RATE</b>		<b>DISCOUNTED ANNUAL PACKAGE RATE</b>	<b>PACKAGE RATE TOTAL SAVINGS</b>	<b>IMPRESSIONS (annual)</b>

DRAFT PROPOSAL FOR DISCUSSION				City of Brookings – Travel & Tourism Ad Network 2014 Program				
<div>M</div> <div>MEDIAmerica</div>		This outline is for planning and discussion purposes - other combinations can be presented upon request. Agreement is subject to specific advertising terms and conditions sent seperately. <b>*All rates are Net</b>						
TRAVEL & TOURISM MARKETING CHANNELS								
CHANNEL	AD SIZE & PLACEMENT RECOMMENDATION	UNIT RATE	NUMBER OF MONTHS	TOTAL RATE	DISCOUNT PERCENT	PACKAGE RATE	PACKAGE RATE TOTAL SAVINGS	IMPRESSIONS (total per channel)
TravelOregon.com		CPM						
8,000,000 website page views annually 4-Color Ad Positions - Link to designated URL Pricing is per month with a 3 month nimumum Q1↔ Jan Feb Mar Q2↔ Apr May Jun Q3↔ Jul Aug Sep Q4↔ Oct Nov Dec	SMALL Bundle - 130,000 total impressions							
	Intuitive Ad serving - Text Formatted Ad	\$ 15		\$ 225	0%	\$ 225	\$ 0	15,000
	ROS Ad serving - Text Formatted Ad	\$ 5		\$ 250	0%	\$ 250	\$ 0	50,000
	SMALL Bundle - 130,000 total impressions							
	Intuitive Ad serving - Text Formatted Ad	\$ 15		\$ 225	0%	\$ 225	\$ 0	15,000
	ROS Ad serving - Text Formatted Ad	\$ 5		\$ 250	0%	\$ 250	\$ 0	50,000
	EVENT PACKAGE - 20,000 impressions							
	1 event - ???	\$ 10		\$ 200	0%	\$ 200	\$ 0	20,000
	1 event - ???	\$ 10		\$ 200	0%	\$ 200	\$ 0	20,000
ThePeoplesCoast.com		*Some Positons Rotate with 2 Other Advertisers Monthly						
1.8 Million website page views annually 4-Color Ad Positions - Link to designated URL Pricing is per month with a 3 month nimumum Sold in proper quarters: ↔ Jan Feb Mar	Home Page							
	Full Banner [468 x 60] 3 Rotations	\$ 450	6	\$2,700		\$ 2,700	\$ 0	80,600
TOTALS				\$4,050		\$ 4,050	\$ 0	250,600
				TOTAL ANNUAL RATE		DISCOUNTED ANNUAL PACKAGE RATE	PACKAGE RATE TOTAL SAVINGS	IMPRESSIONS (annual)

# TRAVEL OREGON

## 2014 Ad Network



**Reach consumers with your marketing message every step of the way!**

Consumers acquire information through a multitude of channels these days spanning print, online, eNewsletters, blogs and social media. Capture the attention of these actively engaged prospects at the right time and place through a multi-channel approach.



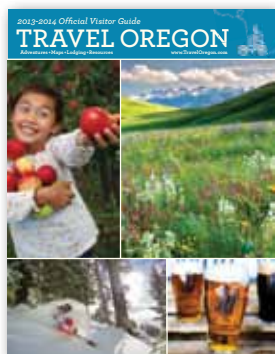
### **The Curious Traveler ... TravelOregon.com**

**Cast a wide net to attract the attention of these pre-qualified consumers curious about Oregon.**

- The key consumer portal for travel information promoted by Travel Oregon's 5.2 million dollar marketing campaign
- Nearly 6 million pages viewed annually with 1.4 million unique visitors
- Consumers spend an average of more than three minutes exploring the site
- Awarded the 2013 Best State Travel Website in the Country Mercury award by the National Council of State Tourism Directors

#### **WHAT'S AVAILABLE**

- Banner Ads
- Formatted Text Ads



### **The Serious Traveler ... Official Visitor Guide**

**Target the visitor as they seek more in-depth information about what to do, where to go and where to stay.**

- Two-time recipient of the Mercury award for best print visitor guide in the country by the National Council of State Tourism Directors
- Distribution of 300,000
- Free to consumers via TravelOregon.com and our 800 customer service number
- The key information piece used by visitors and welcome center staff
- Distributed at high traffic locations such as Portland International Airport
- Year-round exposure

#### **WHAT'S AVAILABLE**

- Display Ads
- Free Leads through the Travel Oregon Online Leads (TOOL) system
- Expanded Lodging Listings



### **Oregon Fans ... Four eNewsletters**

**Build your brand relationship with these exclusive, engaged Oregon fans. They love Oregon!**

- Travel Oregon's general eNewsletter is sent to more than 185,000 opt-in subscribers every month
- Two niche eNewsletters, outdoor recreation and culinary, are delivered six times per year each
- Four special edition Seasonal Feature eNewsletters are distributed each year

#### **WHAT'S AVAILABLE**

- Banner Ads
- Formatted Text Ads



### **On the Ground ... Oregon Welcome Center Brochure Program**

**Display your brochures or magazines at one or more of the nine Oregon Welcome Centers at gateways into the state!**

- MEDIAmerica will help you create your own digital edition to expand your exposure on a dedicated page on TravelOregon.com.
- Your brochure/visitor guide will be designated as "mobile-friendly" in the Welcome Centers. (A QR code will allow visitors access by their smart phone.)
- Use your new mobile-friendly edition on your website and promote it in all of your marketing materials!

#### **WHAT'S AVAILABLE**

- Distribution at Welcome Centers
- Digital Edition



MEDIAmerica

E-mail [TOAdNetwork@mediamerica.net](mailto:TOAdNetwork@mediamerica.net) for more information about advertising opportunities, frequency discounts and custom packages. We can design a plan that works for you in one or all of Travel Oregon's marketing channels. Fax: 503.221.6544





# The Official Travel Oregon Visitor Guide

The award-winning official state fulfillment piece for Oregon travel planning.



Named the “**Best Print Visitor Guide in the Country**” by the U.S. Travel Association in 2011 and 2012, this indispensable guide is a trusted travel planning resource for discovering Oregon for the first time, over and over again. Covering the state’s seven regions, the official state publication is the leading planning tool for lodging, dining, attractions, shopping and adventure. And through a strategic alliance with the Oregon Restaurant and Lodging Association, the guide offers the most comprehensive lodging listings of any publication.

## Distribution: 300,000

- 300,000 copies printed annually for year-round distribution and inquiry fulfillment, supporting Travel Oregon’s \$5.2 million integrated marketing campaign
- Mailed to visitors by request via TravelOregon.com and the consumer 800#
- Available to visitors and business travelers at Portland International and regional airports
- Distributed at all nine official Oregon state welcome centers and more than 100 visitor centers statewide
- In-room distribution at select lodging properties throughout Oregon, including hotels, resorts, bed & breakfasts and vacation rentals
- Distributed at AAA Travel Offices in Oregon and Idaho
- Free distribution at point-of-purchase at Made in Oregon stores
- Given to customers at the Les Schwab Tire Centers in Oregon, Washington, Idaho and California
- Distributed at select attractions throughout Oregon
- Available to passengers on the Amtrak Cascades route (Eugene to Vancouver B.C.)
- Handed out at tourism trade shows and travel industry association events spanning domestic and international markets
- Promoted to Travel Oregon’s domestic and international press lists
- Free leads through Travel Oregon Online Leads (TOOL)! Ask your Account Representative for details.



*“So much great information. I like how it’s divided into regions. Great articles and photos – almost makes me feel like I’m there!”*

*“It has a ton of great ideas for places to visit – we went to so many of them. Love the layout!”*

Source: Comment Cards

### Rates (net)

Expanded lodging listing	\$700	One-half page	\$5,600	Back cover	\$10,760
One-twelfth	\$1,190	Two-thirds page	\$7,900	Inside front cover	\$10,290
One-sixth page	\$2,300	Full page	\$9,400	Table of contents	\$10,290
One-third page	\$3,800	Two page spread	\$14,700	Inside back cover	\$10,290

### Premium Positions

### Important Dates

**PUBLICATION DATE** March 2014

**SPACE CLOSING** January 24, 2014

**MATERIALS DUE** January 31, 2014



MEDIaAmerica

E-mail [TOAdNetwork@mediamerica.net](mailto:TOAdNetwork@mediamerica.net) to reserve your space.



# TravelOregon.com

Cast a wide net and reach visitors online

**Award-winning Site** ... Awarded the 2013 Best State Travel Website in the Country Mercury award by the National Council of State Tourism Directors, this site features rich content and expansive information. Powerful inspirational sections include **Seasonal Features** and **Trip Ideas** packed full of entertaining videos, itineraries and Oregon stories. Informational sections include **See & Do** where visitors can explore a wide range of recreation, food & drink, events, attractions and more; **Cities & Regions** where visitors can now dig deeper into dedicated city pages; **Deals**; **Places to Stay** and **Getting Around**.

**Proven Traffic** ... The first point of contact for the state's **5.2 million dollar** marketing campaign which delivers nearly **6 million pages viewed annually** with **1.4 million unique visitors**.

**NEW Impression Packages** ... Designed to target your advertising to the visitor at the beginning of their planning process through their final decisions.

- High-impact vertical rectangles
- Efficient sidekick ads

**Vertical Rectangle** (240 x 400)

**Intuitive** (selected pages of site)

Cost: \$40 CPM

**ROS** (run of site)

Cost: \$20 CPM

**Sidekick Ads** (300 x 100)

**Small Bundle: 65,000 Impressions**

Cost: \$475/quarter

- 15,000 Intuitive
- 50,000 ROS

**Medium Bundle: 95,000 Impressions**

Cost: \$675/quarter

- 20,000 Intuitive
- 75,000 ROS

**Large Bundle: 130,000 Impressions**

Cost: \$950/quarter

- 30,000 Intuitive
- 100,000 ROS

**NEW Event Package\***

**20,000 Impressions**

Cost: \$200

- Flexibility to select the exact month and day you want your ad to begin, leading up to your event.
- Get specific and select three topic areas specific to your event, for the most targeted distribution; such as region, city or related activity.

\*Open to events, festivals and exhibits



# eNewsletters

**Reach the active traveler and Oregon fan in Travel Oregon's eNewsletters.**

Delivered to opt-in subscribers, Travel Oregon eNewsletters send your message to consumers in a timely, targeted way. The eNewsletters feature road trips, events, profiles and special deals.

## Choose from four eNewsletters:

### NEW! Seasonal Features Special Edition

Inspirational stories showcasing Oregon's destinations, natural wonders and Oregon Dreamers. Delivered to 185,000 subscribers four times per year (February, May, August and November).

### Monthly General

With a following of more than 185,000 opt-in subscribers, Travel Oregon's monthly eNewsletter gets your message out to this engaged audience.

### Outdoor Recreation

Align your message to reach 16,000 opt-in active travelers. Delivered six times per year: January, March, May, July, September and November.

### Culinary

With a following of 18,000 opt-in subscribers, this niche eNewsletter is one of the fastest growing traveler segments. Delivered six times per year: February, April, June, August, October and December.



Ad Format	Seasonal Features	Monthly General	Outdoor	Culinary
Formatted Text Ad	\$350	\$350	\$250	\$250
Rectangle (180 x 150)	\$950	\$950	\$750	\$650

**Space Closing Q1 & Q2:** December 1, 2013

**Space Closing Q3 & Q4:** June 1, 2014

**Materials Deadline:** Two weeks prior to eNewsletter distribution (Monthly General: first Wednesday of each month; Outdoor/Culinary: third Wednesday of each month; Seasonal Features: last Thursday of the issue month.)

## Oregon Welcome Center Brochure Program

**Display your brochures or visitor guides at one or more of the nine Oregon Welcome Centers at high-traffic gateways to the state!**

### Oregon Welcome Centers

- Ashland
- Astoria
- Brookings
- Brookings
- Klamath Falls
- Lakeview
- Ontario
- Oregon City
- Portland International Airport (PDX)
- Umatilla

### Go Mobile

Expand your exposure through digital distribution.

- MEDIAmerica will create a mobile-friendly edition (digital page-turning version) of your brochure/visitor guide or you can provide your own
- A link to your brochure/visitor guide will be posted on a dedicated page on TravelOregon.com
- Your brochure/visitor guide will be designated as "mobile-friendly" in the Welcome Centers. (A QR code will allow visitors to access it through their smart phone.)
- Use your mobile-friendly edition on your website and promote it in all your marketing materials

### Program Rates

Fees are based on the class of service, size of brochure/visitor guide, and number of locations chosen. Contact your Account Manager for more information and an application.

### Distribution Schedule

This is an annual program, with distribution beginning May 2014 and continuing through May 2015. Deadline for participation: April 15, 2014 for guaranteed placement.



MEDIAmerica

E-mail [TOAdNetwork@mediamerica.net](mailto:TOAdNetwork@mediamerica.net) to create your integrated marketing program.





# THE OFFICIAL OREGON COAST

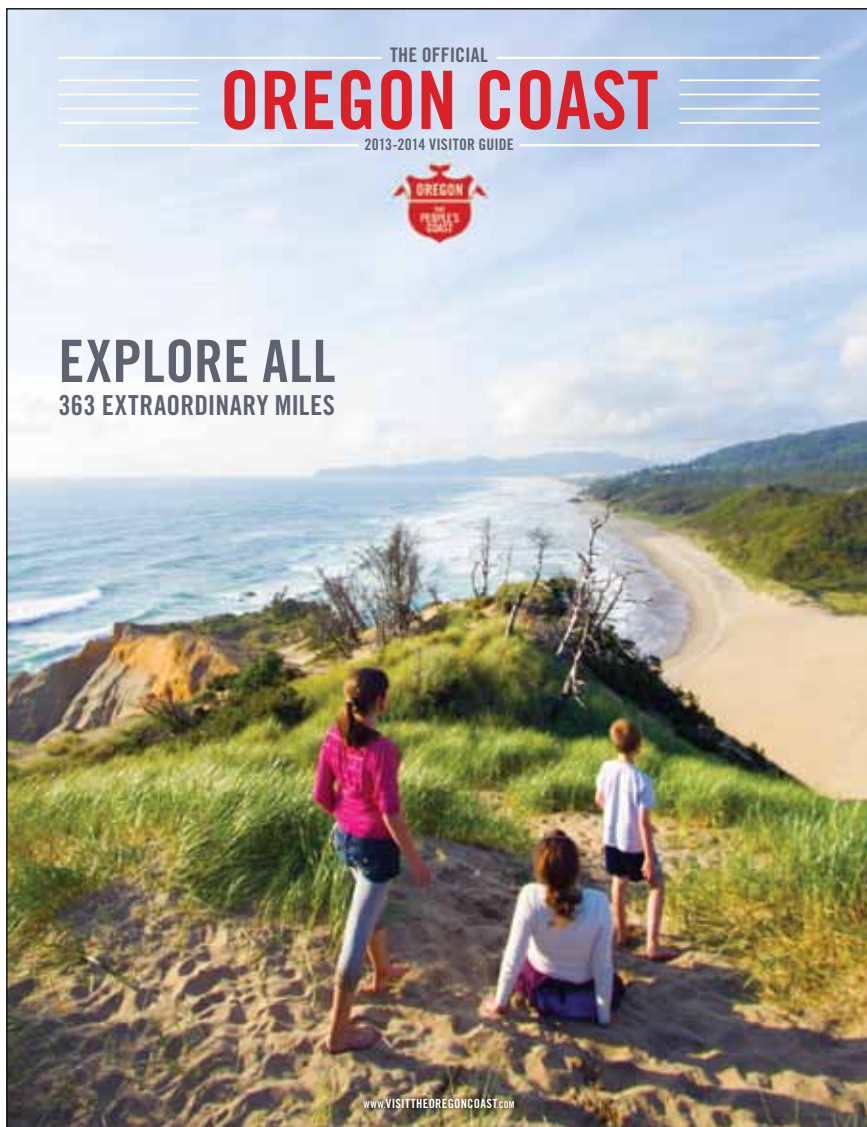
2014-2015 VISITOR GUIDE

## THE OFFICIAL OREGON COAST

2013-2014 VISITOR GUIDE



**EXPLORE ALL**  
363 EXTRAORDINARY MILES



MEDIAmerica





## PRINT VISITOR GUIDE DISTRIBUTION: 100,000

- Mailed to visitors by request via [www.VisitTheOregonCoast.com](http://www.VisitTheOregonCoast.com) and the 800# customer service number
- Available at Portland International Airport's high-traffic Welcome Center
- Distributed at all nine official Oregon state welcome centers and more than 100 visitor centers statewide
- Included in Travel Oregon's regional fulfillment mailing
- Provided to lodging properties along the Coast including hotels, B&Bs, resorts and vacation rentals
- Domestic and international travel trade and industry shows
- At key Coast area attractions
- AAA offices
- Included in press packets

## 2014 ADVERTISING RATES

### DISPLAY ADS

1/2 Page	\$600
1/6 Page	900
1/3 Page	1,400
1/2 Page	1,900
2/3 Page	2,400
Full page	2,900

### PREMIUM POSITIONS

Inside Front Cover	\$3,300
Inside Back Cover	3,300
Table of Contents	3,300
Back Cover	3,300

## DEADLINES

Publication Date: March 2014

Sales Close: December 6, 2013

Materials Due: December 13, 2013

## FOR MORE INFORMATION ON ADVERTISING CONTACT:

Terra Moreland: 503-445-8830, [terram@mediamamerica.net](mailto:terram@mediamamerica.net)

\* OCVA members receive a 15% discount on any print or web advertising.



## SPECIFICATIONS

SPACE UNIT	WIDTH	DEPTH
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### Full page

Trim .....	8 $\frac{3}{8}$ "	10 $\frac{7}{8}$ "
Bleed .....	8 $\frac{5}{8}$	11 $\frac{1}{8}$
Non-bleed .....	7 $\frac{1}{2}$	10

Two-thirds page .....	4 $\frac{5}{8}$	10
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### One-half page

Vertical .....	4 $\frac{5}{8}$	7 $\frac{1}{2}$
Horizontal .....	7 $\frac{1}{2}$	4 $\frac{7}{8}$

### One-third page

Vertical .....	2 $\frac{1}{4}$	10
Horizontal .....	4 $\frac{5}{8}$	4 $\frac{7}{8}$

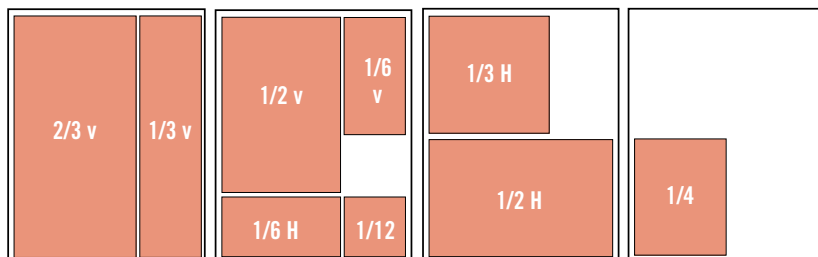
One-fourth page .....	3 $\frac{5}{8}$	4 $\frac{7}{8}$
-----------------------	-----------------	-----------------

### One-sixth page

Vertical .....	2 $\frac{1}{4}$	4 $\frac{7}{8}$
Horizontal .....	4 $\frac{5}{8}$	2 $\frac{1}{4}$

One-twelfth page .....	2 $\frac{1}{4}$	2 $\frac{1}{4}$
------------------------	-----------------	-----------------

Please supply your ad to MEDIAmerica as a high resolution PDF (PDFX-1a format preferred). All color images should be CMYK and 300 dpi or better. We can also accept files created in InDesign, Illustrator and Photoshop as well as TIFF, EPS and JPEG formats. Please include a professional color match proof. Laser and inkjet proofs will be used for proofing content only. Ads may be submitted on CD, DVD, by email ([production@mediamerica.net](mailto:production@mediamerica.net)) or by FTP (call your rep for login info). Please contact your rep or the production manager if you have any questions.



**City of Brookings**  
**PROFESSIONAL SERVICES CONTRACT**

**CONTRACT NO. 13-022**

This Contract is between the CITY OF BROOKINGS, a municipal corporation of the State of Oregon (City) and KOBI TV NBC 5 (Contractor). The City's Project Manager for this Contract is City Manager Gary Milliman.

The parties mutually covenant and agree as follows:

**1. Effective Date and Duration.**

This contract is effective on May 28, 2013 or on the date at which every party has signed this contract, whichever is later. The work under this contract shall be completed, unless otherwise terminated or extended, on or before May 28, 2014.

**2. Statement of Work.**

The work under this contract is for Television Advertising Services. The statement of work, including the delivery schedule for the work, is contained in Exhibit A. Contractor shall, at its own risk and expense, perform the work described and furnish all labor, equipment, materials and permits required for the proper performance of the work. The risk of loss for such work shall not shift to the City until written acceptance of the work by the City.

**3. Consideration.**

- a. City agrees to pay Contractor for accomplishing all work required by this contract, including allowable expenses, for services in an amount not to exceed \$16,900, as described in Exhibit A.

Payments shall be made in accordance with the requirements of Exhibit A.

- b. Any interim payments to Contractor shall be made only in accordance with the schedule and requirements in Exhibit A.
- c. City certifies that sufficient funds have been appropriated to make payments required by this contract during the current fiscal year. Payment for work performed after June 30 of any given year is subject to funds being appropriated by the Brookings City Council. If funds are not appropriated, the City may terminate this contract by notice to the Contractor.

## CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Business Name (please print): KOBI TV NBC 5

Contact Name/Title: Connie Eaton, Sales Manager Phone: 541-779-5555

Fax: \_\_\_\_\_ E-Mail: ceaton@kobi5.com

Address: 125 South Fir Street, Medford, OR 97501

Federal Tax ID #: 93-0879130 -or- ☐ W-9 (attach) -or- SSN #: \_\_\_\_\_

State Tax ID #: 0347620-5 Brookings Bus Lic.# \_\_\_\_\_ CCB#: \_\_\_\_\_

Citizenship: Nonresident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership  
☒ Corporation ☐ Government ☐ Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.


I, the undersigned, understand that the Standard Terms and Conditions for Personal Services Contracts and Exhibits A, B, C and D are an integral part of this contract and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600.

I certify that I am authorized to sign this contract on behalf of Contractor and to bind Contractor hereto.

Signed by Contractor:  06.10.2013  
Signature/Title Date

**NOTICE TO CONTRACTOR:** This contract does not bind the City of Brookings unless and until the City Manager or Designee has executed it.

### CITY OF BROOKINGS SIGNATURE

Approved:  06/28/13  
City Manager or Designee Date

Approved: \_\_\_\_\_  
Project Manager Date

Reviewed: \_\_\_\_\_  
City Attorney or Designee Date



**CITY OF BROOKINGS  
STANDARD TERMS AND CONDITIONS  
FOR PROFESSIONAL SERVICES CONTRACTS**

**1. Contractor is Independent Contractor**

- a. Contractor shall perform the work required by this contract as an independent contractor. Although the City reserves the right (i) to specify the desired results; (ii) to determine (and modify) the delivery schedule for the work to be performed; and (iii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.
- b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as Exhibit D. Contractor represents and warrants that all subcontractors shall also meet such independent contractor standards.
- c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.
- d. Contractor is not eligible for any federal Social Security, unemployment insurance, state Public Employees' Retirement System, or workers' compensation benefits from compensation or payments to Contractor under this contract.

**2. Subcontracts and Assignment**

Contractor shall not subcontract any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the City. Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

**3. No Third Party Beneficiaries**

City and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract give or provide any benefit or right, 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.

**4. Successors in Interest**

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

**5. Early Termination**

- a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.

- b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.
- c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

#### **6. Payment on Early Termination**

- a. If this contract is terminated under 5(a) or 5(b), the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.
- b. If this contract is terminated under 5(c), by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- c. If this contract is terminated under 5(c), by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7, Remedies.

#### **7. Remedies**

- a. In the event of termination under 5 (c), by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.
- b. The remedies provided to the City under section 5 and section 7 for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- c. In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(c) and 6(b).

#### **8. Notices**

Any notice or communication under this Agreement sent by either Party to the other will be deemed given and delivered (a) seventy-two (72) hours after being deposited with the U.S. Postal Service, sent registered or certified, postage prepaid, or (b) when received if personally delivered, and if the notice is to Contractor it will be sent to the address listed on page 2 of this contract. If this notice is sent to the City, it will be addressed to the Project Manager, City of Brookings, 898 Elk Drive, Brookings, OR 97415. Either Contractor or City may, from time to time, designate in writing another address or manner in which it may be served.

## **9. Access to Records**

Contractor shall maintain and the City (and its authorized representatives) shall have access to all books, documents, papers and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

## **10. Ownership of Work**

All work products of the Contractor that result from this contract, including but not limited to background data, documentation and staff work that is preliminary to final reports, are the property of City. Draft documents and preliminary work submitted to the City for review and comment shall not be considered as owned, used or retained by the City until the final document is submitted.

The City shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such work products. Pre-existing trade secrets of the Contractor shall be noted as such and shall not be considered as a work product of this contract. All such work products shall be considered "works made for hire" under the provisions of the United States Copyright Act and all other equivalent laws.

Any materials designated as "confidential" that may be provided to Contractor by City at any time relating to this contract shall be treated confidentially by the Contractor, and shall not be disclosed to any other person by the Contractor without the advance written permission of the project manager. Contractor shall return all confidential materials upon request.

Use of any work product of the Contractor by the City for any purpose other than the use intended by this contract is at the risk of the City. Use of any work product by Contractor is prohibited without the written consent of the City.

## **11. Compliance with Applicable Law**

Contractor shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this contract, including without limitation, ORS 279A.120, ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, as set forth on Exhibit B. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. A condition or clause required by law to be in this contract shall be considered included by these references.

## **12. Indemnity and Hold Harmless**

- a. Except for the professional negligent acts covered by paragraph 11.b., Contractor shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.
- b. Contractor shall save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this contract.
- c. Contractor waives any and all statutory or common law rights of defense and indemnification by the city.

## **13. Insurance**

Contractor shall provide insurance in accordance with Exhibit C.

## **14. Waiver**

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

## **15. Professional Standards; Errors**

Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards of professionals doing similar work in the State of Oregon. At all times during the term of this Contract, Contractor shall be qualified, professionally competent, and duly licensed to perform the services. In addition to any other remedies, Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

## **16. Governing Law**

This contract shall be construed and interpreted in accordance with the laws of the State of Oregon. Any action or suits arising under this contract must be brought in the Circuit Court for the State of Oregon in Curry County, Oregon. If the claim must be brought in a federal forum, then it must be brought and conducted in the United States District Court for the District of Oregon, in Medford Oregon.

## **17. Severability**

If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held invalid.

#### **18. Business License**

The Contractor shall obtain a City of Brookings business license as required by BMC 5.05.060 prior to beginning work under this contract. The Contractor shall provide a business license number in the space provided on page two of this contract.

#### **19. Merger Clause**

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**EXHIBIT A**  
**STATEMENT OF WORK, COMPENSATION**  
**and**  
**PAYMENT SCHEDULE**

Provide services as per attached proposal dated April 11, 2013, herein referred to as Exhibit A-1.

Payment shall be made monthly based on commercial air time as per attached KOB! contract, herein referred to as Exhibit A-2, to be paid upon certification by the Project Manager that project is complete and within 14 business days of receipt of invoice.



# Presentation for:



City of Brookings

Presented to:

Gary Milliman

City Manager

898 Elk Drive

Brookings, OR 97415



Presented by:

Connie Eaton

April 11, 2013

541.779.5555

[ceaton@kobi5.com](mailto:ceaton@kobi5.com)



# Agenda

## Coverage Map

KOBI Initiatives (Highlights the Scope of our Work)

## Action Plan

Weekly Schedule, Monthly Cost and Annual Cost  
of commercial advertisements

:04 id's or :10's (example)

Morning News Ticker (example)

NBC 5 Weather Now (example)

KOBI5.com (example)

Pilot Rock Productions

Overview, cost of creative & production of commercials  
Resumes

Methodology

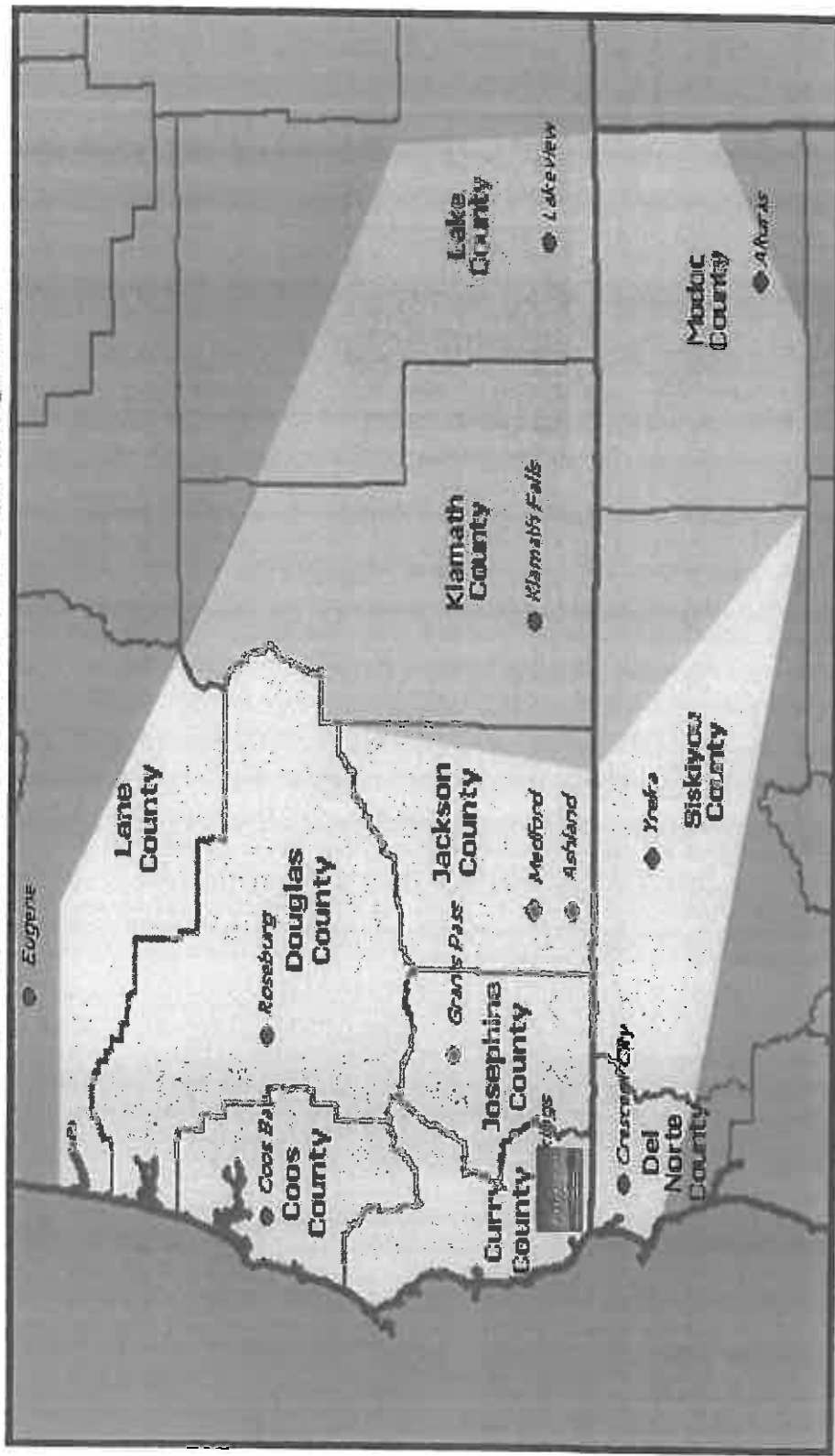
Professional References





# Coverage Map

NBC5 / NBC2 Combo Covers Over 55,000 sq miles



12 Counties - 42 Cable Systems - 242,000 Households - 583,000 People



# KOBI Initiatives

Scope of Work - Deliverables

Created by NBC 5 and NBC 2, our main goal is to considerably decrease the prevalence of first time Meth users in Southern Oregon, with the primary focus being children.



NBC Academic Challenge: 20 High Schools from all over Southern Oregon competing for scholarship money on a weekly broadcast. Over \$40,000 donated in scholarship funds.



*YES (Youth Education Success)* is a campaign that generates funds through participating businesses who donate a portion of their earnings one day a month to fund extracurricular activities and programs for schools in our region. YES has already funded three grants for math curriculum, new technology and swim lessons in area schools.



One in four of Jackson County's children is a victim of abuse or neglect. *Don't Turn Away* works to combat this terrifying crisis by tackling the sensitive and awkward subject head on. NBC5's public service anti-child abuse campaign and aggressive media plan earned *Don't Turn Away* the 2011 Community Service Northwest Regional Emmy®.



NBC5 offers something truly unique in our state: A minimum five minute long-form interview nightly on NBC5 News at 5. "5 on 5" attracts everyone from a new non profit organization to U.S. Senators.





# KOBI TV NBC Plan

**Kick off campaign with a 5 on 5 interview with City Manager Gary Milliman – 5 on 5 interview will air in the 5pm news sometime Monday-Friday one week. Followed by the interview being placed on our website KOBIS.com (DVD of the 5 on 5 interview will be provided post airing)**

**Utilize the power and reach of KOBI TV NBC 5 to air 30 second commercials focused on news to invite viewers to experience Brookings, OR.**

**In addition to 30 second commercials we will create :04 id's to highlight attractions and events in Brookings, OR. (See slide 7 for an example)**

**During our morning news we have the Morning News Ticker where the City of Brookings LOGO will be seen by all morning news viewers. (See slide 8 for an example)**

**Utilize the power of NBC 5 Weather Now to air 30 second commercials inviting viewers to experience Brookings, OR. (See slide 9 for an example)**

**Create Banner for the City of Brookings to be placed on the KOBIS.com web site and direct on average 50- 60k visitors per month the opportunity to click on the banner and learn more about the City of Brookings. (see page 10 for an example) (banner rotates with up to 2 other businesses)**

**Weekly schedule in on the following page (page 6) this includes the weekly cost, the monthly cost and annual cost. Production not included with this cost.**



# Weekly Schedule

Program	Times/Days	Rate per spot	Weekly Total
News at Sunrise	5:30am - 6am M-F	5x	Added Value
News at Sunrise	6am - 7am M-F	2x	\$40.00
Breakfast Bar DynaCrawl	5:30am - 7am M-F	5x	Added Value
NBC 5 News at 6pm	6pm - 7pm M-F	3x	\$165.00
NBC 5 News at 11pm	11pm - 11:35pm M-F	2x	\$70.00
Rotators	6am - 1am M-SU	10x	Added Value
:04 id's (Branding)	6am - 1am M-SU	10x	Added Value
NBC 5 Weather Now	5am - 5am M-SU	28x	Added Value
NBC 5 Weather Now	Static Ad	24/7	Added Value
KOB15.com	Rotating Banner	24/7	Added Value
Total Weekly Commercials		65	
Total Weekly			\$275.00
Total for 3 weeks each month (monthly total)			\$825.00
Annual Total			\$9,900.00



## :04 Attraction or Event Highlights

A series of :04 second spots that would run multiple times daily, highlighting events and destinations in Brookings, Oregon  
“Below is an example of a :04 id”

Voice Over  
Would say something like  
“Visit Azalea Park in  
Brookings, Oregon”





## Morning News Ticker

Mon-Fri  
5:30-7am

Client LOGO  
(5 to 7 seconds)

Shared with  
Other Advertisers





# NBC 5 Weather Now




Opportunity for:


:30 commercial's








:15 commercial's

Static Branding Ad  
(example shown)

NBC 5 Weather Now is also seen on  
KOBIS synch: app 24/7.  
(will not be seen during KOBIS news)










WED	THU	FRI	SAT	SUN	MON	TUE
						
61	68	66	65	63	66	69
37	43	46	45	43	42	

Watch video on line at KOBIS.com .... Stay tuned

5 Day Forecast







www.kobi5.com  
A New KOB5.com

Opportunity for:

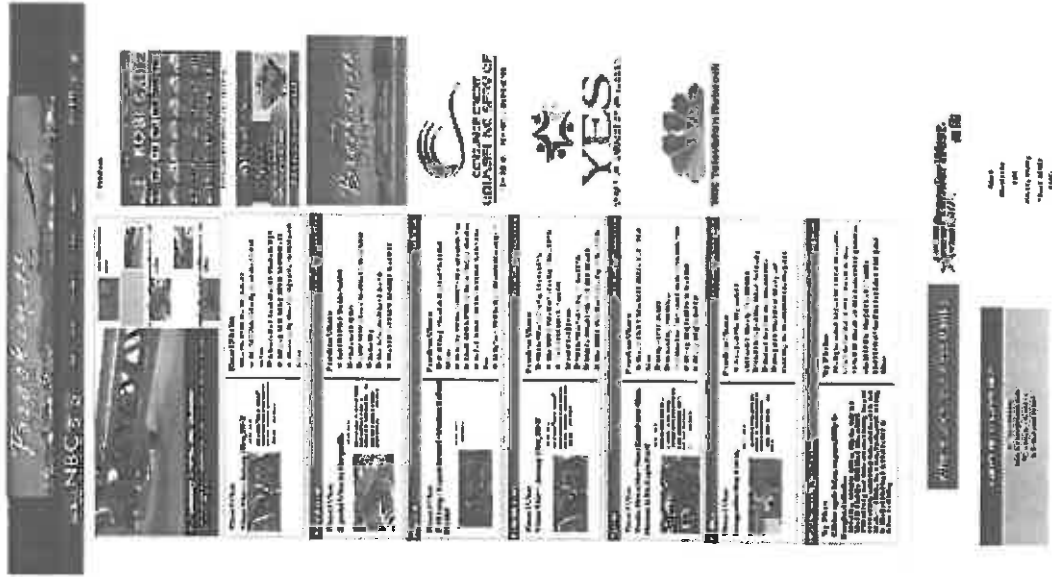
Leader Board 728 x 90

Medium Rectangle 300 x 250

Weather Sponsor

Pre-Roll

Each banner has a maximum of three businesses.







# Pilot Rock Productions

The TV ads that we envision for you should be very cinematic in nature to properly showcase the beauty and unique events that make Brookings special. Collaboration is the key for a successful message. We would work with you to create commercials that would showcase the best of Brookings.

**"The Coast"** - to most residents of Southern Oregon - is Brookings. Connecting that mental image with the many events hosted in Brookings can be best presented with high quality video production. Shooting would be done on high quality HD cameras and edited on movie industry standard editing equipment for the highest quality end product.

The **"Donut"** would need to instantly identify Brookings, yet be created in a manner to compliment the "fill" content. The individual messages for the fill would require your local input to insure you get your desired message across.

## Create and Produce

6-12 Donut Style 30 second commercials

You Tube Channel - Pilot Rock will create You Tube Channel for all City of Brookings Commercials  
**\$7,000.00**

Pilot Rock Productions is the premiere high quality production company in Southern Oregon. Pilot Rock's credits include programs that have aired on national networks, high end commercials, corporate videos and national training videos. A service appreciated by many clients is creating a YouTube channel for the videos that is linked to the client's website. This adds value in many ways including: eliminating the need to host the videos on the web site and making the videos readily available to a much broader audience.

You can view some of Pilot Rock's work by going to our web site at <http://www.pilotrockproductions.com/> and clicking on the screening room tab.

For additional information or discussion please contact

Roger Harris

General Manager

Pilot Rock Productions

888.262.7937



## Pilot Rock Resume's

### **Roger Harris, General Manager**

Roger has been a Manager in Broadcast Television and Cable Television as well as at Pilot Rock Productions. His broad experience in the communications industry has allowed him to work with many public and private entities in developing marketing campaigns, public relations promotions and event promotion management. Roger has also worked extensively with city, county, state and federal government agencies on a number of regulatory and communications issues.

Roger serves on the President's Advisory Board for the Oregon Institute of Technology. He is past president of the Oregon Cable Telecommunications Association and served as a Board member on the Chamber of Commerce Boards in Klamath Falls, Oregon, Prineville, Oregon and Redmond, Oregon.

### **Peter Bedell, Production Specialist/Senior Editor**

Peter Bedell has been with Pilot Rock (formerly COBI Digital) since the company's inception in 1994. Pete's video production career started at KOTI TV in Klamath Falls in 1986. He has been a video producer and editor for more than two decades and over the last decade has become a specialist in web video. Bedell earned a Bachelor of Fine Arts degree from Alfred University in New York, followed by an Associate Degree of Science -- with a focus on Computer Science -- from the Oregon Institute of Technology in Klamath Falls, Oregon. His unique educational background, blended with his energy and creativity, has made it possible to assist Pilot Rock clients reach their constituents in the continually emerging digital communications universe. Bedell has few peers in knowing what formats and file types deliver the best quality video for the many different platforms.

Peter has worn many hats for national series and programs. He is accomplished as a producer and editor in 3D animation, motion graphics, logo design, web design and web video.

### **Brian Horton, Production Coordinator/Editor/Videographer**

Brian has been a filmmaker for the past 10 years and has worked for Pilot Rock since 2002. Brian is highly regarded as a videographer for both high definition (HD) and standard definition (SD) productions. He has shot and edited HD programs for national television including shows for PBS, the Outdoor Channel and educational distributors. Brian has become a key person in project coordination for Pilot Rock clients - handling planning, contracting with outside talent and scheduling. Horton also has managed and assessed web sites for 5 years.



## Patsy Smullin, President and Owner

- – Patricia Smullin, President and Owner  
Patricia Smullin is the President and Owner of California Oregon Broadcasting, Inc. (COBi), which her father founded in 1933. It is the longest, continuously operated, independent broadcast organization in the West. Its holdings include: 5 Oregon television stations, 3 cable systems and a digital HD video production company.
- Her career in television has been both as an administrator and a practitioner of the art, with experience both behind and in front of the camera. Her recurring television program, *Up Close with Patsy Smullin*, has featured interviews with some of the most intriguing people in America, including TV stars, first ladies, network anchors, musicians, scientists and politicians. Some of the interviews can be seen at [www.kob15.com](http://www.kob15.com).
- Smullin is a trustee of Willamette University and the Oregon Children's Foundation Board (SMART). She also serves as board member of AAA Oregon and Idaho. Patricia is the past president of the Oregon Association of Broadcasters, the Oregon Cable Telecommunications Association, and the Pacific Northwest Cable TV Association. She is also a past member of the Board of Directors of the National Association of Broadcasters and the NBC TV Affiliate Board.



## Bob Wise, General Manager VP

- Bob Wise, General Manager/VP – KOBIS-TV NBC 5
- Originally from Houston, TX
- Graduated from Texas Tech University in 1983.
- Has been in broadcasting for 29 years
- KTXS-TV Abilene, TX (1983-1986)
- WOAI-TV San Antonio, TX (1986-1994)
- WCTI-TV New Bern, NC (1994-1995)
- KRCR-TV Redding, CA (1995-2004)
- KOBIS-TV Medford, OR (2004- present)
- Came to KOBIS-TV / KOTI-TV in August 2004 as Vice President/General Manager. Wise believes that local broadcasters can and do make a difference in the communities they serve.
- He has created community projects such as:
  - The Southern Oregon Meth Project
  - Smart Choices / Health Lives
  - NBC Academic Challenge
  - YES, Youth Education Success
- Bob has been associated with United Way since 1995, and is a member of the Medford Rogue Rotary.
- His wife, Sally is an Event Planner and owns Event Wise..... and son Jason works for the Sacramento Kings Organization in their New Media Department.
- Bob's interests include racquetball (4-5 times a week)....San Antonio Spurs, and of course, watching television, specifically NBC 5.



## Connie Eaton, Sales Manager

- Connie Eaton, Sales Manager – KOB TV NBC 5
- Has been in marketing and advertising for 18 years. 14 of those years in television advertising for cable networks and the last two years in local broadcast.
- KOB TV NBC 5 2011 – Present
- Charter Media 2002 – 2011
- Adelphia Media Services 2001 – 2002
- Comcast 1999 – 2001
- Altec 1997 – 1999
- Bulldog Caster Company 1994 - 1997



## Methodology

Provide monthly website analytics from KOBIS.com website banner advertisements

Establish baseline with city and or tourism department and track month to month

Room Tax and any other area's that are tracked

Track views of City of Brookings You Tube channel content



## Professional References

Dee Anne Everson  
Executive Director  
United Way of Jackson County  
769 Spring St.  
Medford, OR 97504  
[deeanne.everson@jacksoncounty.org](mailto:deeanne.everson@jacksoncounty.org)  
541-773.5339

Steve Vincent  
Regional Director  
Avista Utilities  
5892 Hillcrest  
Medford, OR 97501  
[Steve.vincent@avistacorp.com](mailto:Steve.vincent@avistacorp.com)  
541.858.4773

Gloria Shell  
Regional President of US Bank  
US Bank  
131 East Main St  
Medford, OR 97501  
[Gloria.Shell@usbank.com](mailto:Gloria.Shell@usbank.com)  
541.776.2511



Thank you for the opportunity to create and provide this presentation.

Please don't hesitate to call with questions.

I would like the opportunity to present face to face.

KOBI TV NBC 5 and Pilot Rock Productions look forward to  
working with the  
City of Brookings

Thank you again

Connie Eaton  
541.779.5555



EXHIBIT A-

City of Brookings 2013



Contract for: The City of Brookings

KOBI TV NBC 5 -

12 month contract with a total cost of \$9,900

Weekly Schedule is attached

\$275 per week

\$825 per month

Start date and end date are flexible

NBC 5 Weather NOW Static ad will be created

KOBI5.com banner ad will be created

City of Brookings will be billed each month for all commercial air time

Pilot Rock Productions - \$7000 total commitment

Included the following

Script Writing, Shooting, Editing, DVD of commercials

YouTube Channel for the City of Brookings

The City of Brookings will own all commercials produced

Please sign the attached schedule along with this page and send back to Connie Eaton at [ceaton@kobi5.com](mailto:ceaton@kobi5.com).

I will be forwarding a credit application as well.

Thank you for this opportunity. I look forward to working with you.

Connie Eaton  
Sales Manager  
541 779 5555  
[ceaton@kobi5.com](mailto:ceaton@kobi5.com)

Name: Connie Eaton  
Phone: 541-779-5555  
Email: [ceaton@kobi5.com](mailto:ceaton@kobi5.com)  
Website: [www.kobi5.com](http://www.kobi5.com)



City of Brookings 2013

Author: Connie Eaton

Schedule Date: 6/10/2013 - 5/25/2014

Spot Length: :30

Proposal ID: 5327

Acct. Exec: Connie Eaton  
Phone #: 541-779-5555  
FAX #: 541-779-8888  
Email: ceaton@kobi5.com  
Web Site: www.kobi5.com

Flight 1		Flight Dates: 6/10/2013-9/8/2013	
Program	SpotLength(s)	W	Spots
Time		k	s
<b>KOB1+</b>			
News at Sunrise 530-6am	:30	5	1
Mo-Fr 5:30a-6:00a			5
Morning News Ticker	:30	5	1
Mo-Fr 6:00a-7:00a			5
News at Sunrise 6-7am	:30	2	1
Mo-Fr 6:00a-6:58a			2
NBC5 News at 6pm	:30	3	1
Mo-Fr 6:00p-7:00p			3
NBC5 News at 11pm	:30	2	1
Mo-Fr 11:00p-11:35p			2
Weather NOW	:30	28	1
Mo-Su 5:00a-4:59a			28
Weather Now Static Ad	:30	7	1
Mo-Su 5:00a-4:59a			7
KOB15.com Rotating Banner	:30	7	1
Mo-Su 6:00a-7:00a			7
:04 id's (Branding)	:30	10	1
Mo-Su 6:00a-1:00a			10
PRIME ROTATOR	:30	3	1
Mo-Su 7:58p-11:00p			3
Sun 6:58p-11:00p			

Flight 1 General Summary (SSA P25-54 SA,RTG)

Name	Spots	Cost	Grps	Imp(000)	CPP	CPM	Reach	Freq	Eff Reach	Pop
KOB1+	72	\$275	0.0	0.0	\$0.00	\$0.00	0.0	0.0	0.0	172,283

Net Cost	\$277.75	Approved by:
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City of Brookings 2013

Author: Connie Eaton

Schedule Date: 6/10/2013 - 5/25/2014

Spot Length: :30

Proposal ID: 5327

Acct. Exec: Connie Eaton  
Phone #: 541-779-5555  
FAX #: 541-779-8888  
Email: ceaton@kobi5.com  
Web Site: www.kobi5.com

General Summary ( SSA P25-54 SA.RTG )

Name	Spot	Cost	Grps	Imp(000)	CPP	CPM	Reach	Freq	Eff Reach	Pop
KOB1-	72	\$275.00	0.0	0.0	\$0.00	\$0.00	0.0	0.0	0.0	172,283

## EXHIBIT B

### OREGON STATUTORY PROVISIONS

A condition or clause required by law to be in this contract shall be considered included by these references.

#### REQUIRED STATUTORY PROVISIONS

##### **ORS 279B.220 Conditions concerning payment, contributions, liens, withholding.**

Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

##### **ORS 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.**

Every public contract for lawn and landscape maintenance shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

##### **ORS 279B.230 Condition concerning payment for medical care and providing workers' compensation.**

- (1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person,

copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

- (2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

##### **ORS 279B.235 Condition concerning hours of labor.**

- (1) Except as provided in subsections [5 and 6] of this section, every public contract subject to this chapter must contain a condition that a person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

- (a) (A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- (B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

(2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

\*\*\*\*\*

(5)(a) \*\*\*\*\* [C]ontracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(6) This section does not apply to public contracts:

\*\*\*\*\*

(c) For goods or personal property.

## **OTHER STATUTORY PROVISIONS**

### **ORS 279A.120 Preference for Oregon goods and services; nonresident bidders.**

(1) As used in this section:

(a) "Nonresident bidder" means a bidder who is not a resident bidder.

(b) "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" under this paragraph.

\*\*\*\*\*

(3) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The contracting agency shall satisfy itself that the requirement of this subsection has been complied with before the contracting agency issues a final payment on a public contract.

\*\*\*\*\*

## **STATUTORY REFERENCES OF INTEREST**

ORS 279B.020 Maximum hours of labor on public contracts; exceptions; liability to workers; rules.

**EXHIBIT C**  
**PROFESSIONAL SERVICES CONTRACT INSURANCE REQUIREMENTS**

**To:** Insurance Agent. Please provide Certificates of Insurance to the project manager. During the term of the contract, please provide Certificates of Insurance prior to each renewal.

During the term of this contract, Contractor shall maintain in force at its own expense all insurance noted below:

**Workers Compensation** insurance in compliance with ORS 656.017. All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. Contact City of Brookings Risk Management at 503-618-2451 if exempt.

**Professional Liability** insurance with a combined single limit of not less than \$1,000,000 for 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. The coverage must remain in effect for two years after the contract is completed.

**Commercial General Liability** insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards.

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for Bodily Injury and Property Damage, if no owned vehicles, provide hired and non-owned auto coverage.

**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 written notice from the Contractor or its insurer(s) to the City.

**Additional Insured.** For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds by endorsement, but only with respect to Contractor's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

**Certificates of Insurance.** Contractor shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.

**EXHIBIT D**  
**CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR**

**I. INDEPENDENT CONTRACTOR STANDARDS**

As used in ORS chapters 316, 656, 657, 671 and 701, "independent contractor" means a person or business entity that provides services for remuneration and who, in the provision of the services, meets the following criteria of ORS 670.600.

**II. BASIC REQUIREMENTS**

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the right of the City to specify the desired results;
2. The Contractor is customarily engaged in an independently established business;
3. The Contractor is licensed under ORS chapter 671 or 701 if the person provides services for which a license is required under ORS chapter 671 or 701; and
4. The Contractor is responsible for obtaining other licenses or certificates necessary to provide the services.

**III. ADDITIONAL REQUIREMENTS**

For purposes of Section II above, a person is considered to be customarily engaged in an independently established business if any three of the following requirements are met:  
**(Check three or more of the following:)**



The Contractor maintains a business location:

- (a) That is separate from the business or work location of the person for whom the services are provided; or
- (b) That is in a portion of the person's residence and that portion is used primarily for the business.



The Contractor bears the risk of loss related to the business or the provision of services as shown by factors such as:

- (a) The person enters into fixed-price contracts;
- (b) The person is required to correct defective work;
- (c) The person warrants the services provided; or
- (d) The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.



The Contractor provides contracted services for two or more different persons within a 12-month period, or the person routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

- ☒ The Contractor makes a significant investment in the business, through means such as:
- (a) Purchasing tools or equipment necessary to provide the services;
  - (b) Paying for the premises or facilities where the services are provided; or
  - (c) Paying for licenses, certificates or specialized training required to provide the services.
- ☒ The Contractor has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.


#### IV. INDEMNIFICATION


If any action is taken by a person or enforcement agency relating to the independent contractor status of Contractor or Contractor's subcontractors in connection with this contract, Contractor shall defend, hold harmless and indemnify the City of Brookings, its elected and appointed officials, employees, and agents from any such action, claim, judgment, fine, penalty, or order to pay. Contractor shall pay any additional costs incurred by the City in defending such action or incurred as a result of such action. This indemnification is in addition to any indemnification otherwise in this agreement.


#### V. CERTIFICATION

Contractor and Project Manager certify that the above statements are true and correct.

  
Contractor Signature

  
Date

  
Project Manager Signature

  
Date





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: KIY

DATE (MM/DD/YYYY)

06/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Protectors Insurance, LLC Pilot Rock Ins Agency LLC (CA) PO Box 4669 Medford, OR 97501 Dennis C. Flenner		<b>Phone:</b> 541-773-5358 <b>Fax:</b> 541-772-1906		<b>CONTACT NAME:</b> Kendall Yeaw <b>PHONE (A/C, No, Ext):</b> 541-842-2963 <b>FAX (A/C, No):</b> 541-772-1906 <b>E-MAIL ADDRESS:</b> kendally@protectorsins.com <b>PRODUCER CUSTOMER ID #:</b> CALIF-1																									
<b>INSURED</b> California Oregon Broadcasting Inc Crestview Cable Communications PO Box 1489 Medford, OR 97501		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td>INSURER A:</td><td>American States Insurance</td><td>NAIC #</td><td>19704</td></tr><tr><td>INSURER B:</td><td>SAIF Corporation</td><td></td><td></td></tr><tr><td>INSURER C:</td><td>Great Northern Insurance Co</td><td></td><td></td></tr><tr><td>INSURER D:</td><td>American States of Texas</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table>				INSURER A:	American States Insurance	NAIC #	19704	INSURER B:	SAIF Corporation			INSURER C:	Great Northern Insurance Co			INSURER D:	American States of Texas			INSURER E:				INSURER F:			
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INSURER B:	SAIF Corporation																												
INSURER C:	Great Northern Insurance Co																												
INSURER D:	American States of Texas																												
INSURER E:																													
INSURER F:																													

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	01CI64336610	10/01/2012	10/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ee occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
D	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	01CI64336610	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ee accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEDUCTIBLE \$ RETENTION \$		93632170	10/01/2012	10/01/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	517800	07/01/2012	07/01/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule if more space is required)  
Certificate holder is additional insured per policy forms CG7635(0207) for Liability, and CA7110(0307) for Auto:

**CERTIFICATE HOLDER****CANCELLATION**

0000000  City of Brookings 898 Elk Drive Brookings, OR 97415	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Dennis C. Flenner

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIABILITY PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

### **BLANKET - PER CERTIFICATE OF INSURANCE**

#### **ADDITIONAL INSURED — BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE**

The following paragraph is added to WHO IS AN INSURED (Section II):

4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:
- a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
  - b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:
    - (1) The ownership, maintenance or use of that part of premises you own, rent,

lease or occupy, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
  - (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
- (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
- (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
- (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

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(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

#### **NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY**

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

(6) An aircraft you do not own provided it is not operated by any insured.

#### **TENANTS' PROPERTY DAMAGE LIABILITY**

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion j. of Coverage A, Section I is replaced by the following:

##### **j. Damage To Property**

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or

any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III — Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph 6. of LIMITS OF INSURANCE (Section III) is replaced by the following:

- 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

## **WHO IS AN INSURED — MANAGERS**

The following is added to Paragraph 2.a. of WHO IS AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

## **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B — BAIL BONDS — TIME OFF FROM WORK**

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph 1.d. of SUPPLEMENTARY PAYMENTS — COVERAGES A AND B is replaced by the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## **EMPLOYEES AS INSURED — HEALTH CARE SERVICES**

Provision 2.a.(1)(d) of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

## **EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS**

Provision 3.a. of WHO IS AN INSURED (Section II) is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

## **EXTENDED "PROPERTY DAMAGE"**

Exclusion a. of COVERAGE A (Section I) is replaced by the following:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

## **EXTENDED DEFINITION OF BODILY INJURY**

Paragraph 3. of DEFINITIONS (Section V) is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

## **TRANSFER OF RIGHTS OF RECOVERY**

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to a person or organization for whom you are required by written contract, agreement or permit to waive these rights of recovery.

## **AGGREGATE LIMITS OF INSURANCE — PER LOCATION**

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to operations at a single "location":

Paragraphs 2.a. and 2.b. of Limits of Insurance (Section III) apply separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is

interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

## **INCREASED MEDICAL EXPENSE LIMIT**

The Medical Expense Limit is amended to \$10,000.

## **KNOWLEDGE OF OCCURRENCE**

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

## **UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS**

The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

## **LIBERALIZATION CLAUSE**

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.



**COMMERCIAL AUTO**  
**CA 71 10 03 07**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO PLUS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### **EXTENDED CANCELLATION CONDITION**

Paragraph 2.b. of the CANCELLATION Common Policy Condition is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

#### **TEMPORARY SUBSTITUTE AUTO — PHYSICAL DAMAGE COVERAGE**

Under paragraph C. — CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION 1 — COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

#### **BROAD FORM NAMED INSURED**

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

#### **BLANKET ADDITIONAL INSURED**

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:
  - (1) The "insured contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
  - (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
  - (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
  - (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
  - (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

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- (6) The coverage provided will not exceed the lesser of:
- (a) The coverage and/or limits of this policy; or
  - (b) The coverage and/or limits required by the "insured contract".
- (7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

#### EMPLOYEE AS INSURED

Under Paragraph A. of Section II — LIABILITY COVERAGE item f. is added as follows:

Your "employee" while using his owned "auto", or an "auto" owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess to any other collectible insurance coverage.

#### FELLOW EMPLOYEE COVERAGE

Exclusion 5. FELLOW EMPLOYEE of SECTION II — LIABILITY COVERAGE — B. EXCLUSIONS is amended by the addition of the following:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

#### BLANKET WAIVER OF SUBROGATION

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under Section II — LIABILITY COVERAGE — A.1.D. BROAD FORM NAMED INSURED and A.1.e. BLANKET ADDITIONAL INSURED.

#### PHYSICAL DAMAGE — ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

The first sentence of paragraph A.4. of SECTION III — PHYSICAL DAMAGE COVERAGE is amended as follows:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### PERSONAL EFFECTS COVERAGE

A. SECTION III — PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, is amended by adding the following:

##### c. Personal Effects Coverage

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

#### EXTRA EXPENSE — BROADENED COVERAGE

Paragraph A. — COVERAGE of SECTION III — PHYSICAL DAMAGE COVERAGE is amended to add:

- 5. We will pay for the expense of returning a stolen covered "auto" to you.

#### AIRBAG COVERAGE

Under paragraph B. — EXCLUSIONS of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

#### NEW VEHICLE REPLACEMENT COST

Under Paragraph C — LIMIT OF INSURANCE of Section III — PHYSICAL DAMAGE COVERAGE section 2 is amended as follows:

- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. However, in the event of a total loss to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:
  - a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
  - b. The purchase price, as negotiated by us, of a new vehicle of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership. If the same model is not available pay the purchase price of the most similar model available;

FYI; responses to questions from the Council meeting.

**From:** [tlworldlovefoundation@gmail.com](mailto:tlworldlovefoundation@gmail.com) [mailto:[tlworldlovefoundation@gmail.com](mailto:tlworldlovefoundation@gmail.com)] **On Behalf Of** Terri-Lynn Kalhagen  
**Sent:** Tuesday, October 15, 2013 1:34 PM  
**To:** Gary Milliman  
**Subject:** Re: Brookings film project

Great news Gary!!!! We are so excited about this episode. Thank you! Thank you!!

We will begin filming this Thursday.

Oregon Lifestyles airs on the following TV stations as well as internet:

RVTV Rogue Valley TV 65,000 households ch 9

K-ect Redding, Ca 40,000 households ch 11

CCTV Salem 48,000 households ch 22

PCM Portland 900,000 households ch 11

CTV29 Eugene 65,000 households ch 29

FVTV11 Vancouver, Wa 80,000 households ch 11

Recently added Sacramento, CA and our Youtube page currently receives 30,000 views per month.

Makai Ohana owns the rights to all materials. The City will have access to all content to use as they like. We will also provide you with a DVD for trade shows etc.

All TV stations are cable, not satellite.

The video will be uploaded to Youtube and the City will be provided with files to use for their website. We may assist in this is needed.

Thx Gary!!

**Terri-Lynn Kalhagen**

Producer and Host / Oregon Lifestyles TV and Radio  
(541) 247-0625

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Portland Studio  
1509 NE 10th Ave #102  
Portland Oregon 97232

Oregon Coast Studio  
P.O. Box #1  
Ophir, Oregon 97464