


RESOLUTION NO. 838

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE WILSONVILLE CHAMBER OF COMMERCE.

WHEREAS, the city staff and the Wilsonville Chamber of Commerce has prepared a contract on the above captioned subject which is attached hereto as Exhibit "1"; and

WHEREAS, the City Council has duly considered the subject and the recommendation(s) contained in the staff report; and

WHEREAS, the Finance Director, by his signature below, has verified that funds are available for payment of all billings for this project; and


RAY SHORTEN, Finance Director


WHEREAS, interested parties, if any, have had an opportunity to be heard on the subject.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES that the Wilsonville City Council does hereby adopt the report attached hereto as Exhibit "1", with the recommendation(s) contained therein and further instructs that action appropriate to the recommendation(s) be taken.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17th day of June, 1991 and filed with the Wilsonville City Recorder this same date.


GERALD A. KRUMMEL, Mayor

ATTEST:


VERA A. ROJAS, CMC, City Recorder

SUMMARY of Votes:

Mayor Krummel	<u>AYE</u>
Councilor Chandler	<u>ABSENT</u>
Councilor Carter	<u>AYE</u>
Councilor Lehan	<u>AYE</u>
Councilor Van Eck	<u>AYE</u>



City of
WILSONVILLE
in OREGON

30000 SW Town Center Loop E • PO Box 220
Wilsonville, OR 97070
(503) 682-1011

ADMINISTRATION DEPARTMENT
MEMORANDUM

DATE: JUNE 10, 1991
TO: HONORABLE MAYOR AND CITY COUNCILORS
FROM: MICHAEL E. KOHLHOFF
ACTING CITY MANAGER/CITY ATTORNEY
SUBJECT: CHAMBER OF COMMERCE CONTRACT

Enclosed is an updated Chamber of Commerce Contract for your review.

I met with Mr. Redford and discussed the following changes to the contract which were requested by the Council: A change in Section A, paragraph 7, of Exhibit "A", requiring presentation of quarterly reports on tourism-related activities; and Section B of Exhibit "A" requires that all records be kept for a period of seven years.

mek:pjm



(503) 682-0411

8880 S.W. Wilsonville Road • P.O. Box 111 • Wilsonville, Oregon 97070

June 6, 1991

City of Wilsonville
PO Box 220
Wilsonville, OR 97070

Attn: Mike Kohlhoff
City Attorney

RECEIVED
JUN 7 1991
CITY OF
WILSONVILLE

Dear Mike:

Enclosed is the proposed contract between the Wilsonville Chamber of Commerce and the City of Wilsonville. I have made the changes in Exhibit A which were discussed in our meeting this afternoon.

If you have any questions, please do not hesitate to call me.

Sincerely,

A handwritten signature in cursive script that reads "Frank C. Redford".

Frank C. Redford
Executive Director

Enclosure

7. INSURANCE.

a. Chamber, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

8. EMPLOYEES' TAXES. Chamber shall also defend, indemnify, and hold harmless City against all liability and loss in connection with and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed under unemployment insurance, social security, and income tax laws, with respect to Chamber's employees engaged in the performance of this contract.

9. TERMINATION. For purposes of this contract, cause shall mean material breach of the terms and conditions of this contract. Either party, believing it has cause to terminate the contract, shall give written notice of not less than ten (10) days, specifying the cause and the date selected for termination, and if the breach is not remedied within ten (10) days, or other greater period of time as specified within the notice, the relationship may be terminated by either party. Suspension or termination may also occur in the event of default, inability, or failure to perform on the part of Chamber.

10. CONTRACT DURATION. Except as provided for under paragraph 9, the duration of this contract shall be as described in Exhibit A. This fact notwithstanding, the services of Chamber shall be authorized and paid for as described in Exhibit A.

SIGNED this 20th day of June, 1991.

CITY OF
WILSONVILLE

WILSONVILLE
CHAMBER OF COMMERCE

By: Gerald A. Krummel By: _____

Name: Gerald A. Krummel Name: Sandra K. Wells

Title: Mayor Title: President

EXHIBIT A

WHEREAS, the City Council of the City of Wilsonville (City) on determining the need for services of the Wilsonville Chamber of Commerce (Chamber) authorized the appropriation of Eighteen Thousand Nine Hundred Eighty-Six Dollars (\$18,986.00) from the Transient Room Tax Fund for the Chamber during the fiscal year ending June 30, 1992.

NOW, THEREFORE, for and in consideration of the mutual terms and conditions herein contained to be faithfully performed and kept by the City and Chamber, said parties do mutually agree as follows:

- A. The Wilsonville Chamber of Commerce shall provide general tourism services to non-local visitors to Wilsonville, Oregon. The Chamber agrees to do the following:
1. Receive tourist and convention inquiries and answer tourism-related correspondence, in-person inquiries, and telephone calls. The Chamber shall maintain office hours from 9:00 a.m. to 5:00 p.m., Monday thru Friday and Saturdays from 9:00 a.m. to 2:00 p.m. on a year-round basis.
 2. Maintain an inventory of tourism-related literature for free distribution to visitors, that cover the following general areas:
 - a. Local and regional attractions
 - b. Accommodations
 - c. Tourist-oriented activities and events
 - d. Area historic attractions

The Chamber shall also distribute materials to all local motels and tourist-related businesses as needed to maintain an adequate supply of tourism related materials at those establishments.

3. Coordinate the Chamber's tourism-related activities with the Clackamas and Washington County's Information and Visitor's Bureaus.
4. Develop and maintain a photo-library of photographs, slides, film, videos, etc., that depict Wilsonville's assets, attractions, events, and way of life and make the materials available to the City and other organizations, as appropriate, to promote the community.
5. Provide a display area suitable for use by the Chamber and the City to display materials promoting the community and its businesses at events, conferences and meetings.

6. Distribute City of Wilsonville maps.
 7. Make a quarterly report of Chamber tourism-related activities to the Wilsonville City Council at a time convenient to both parties. In coordination with the development of the annual City budget, a proposal will be presented for the next fiscal year's contract.
 8. Produce and distribute regularly a Wilsonville brochure for tourists and Wilsonville's hospitality industry to display, use, or distribute.
 9. Promote community events, including but not exclusive of:
 - a. Country Classic
 - b. Hot Air Balloon Festival
 - c. High Technology Faire
 10. Provide updated Wilsonville specific statistics, community profiles, and marketing materials to local and non-local contacts in order to increase tourism. The promotional materials will describe the community's unique features, attractions, and events and be available for use by the Chamber, the City and other community organizations.
 11. Work with the City in developing a closer relationship with neighboring Chambers and possible joint publications of tourist-related materials.
 12. In cooperation with the City's Economic Development staff, evaluate the need to develop display materials for travel and industrial trade shows.
- B. The Chamber shall maintain adequate accounting records of all revenues and expenditures with supporting invoices. Said records shall be retained by the Chamber for a period of seven (7) years. The Finance Director of the City or any person authorized in writing by the Finance Director may examine during normal business hours the books, papers, and accounting records of the Chamber as it relates to the activities covered by this contract. Information regarding the contents of the books, papers, and accounting records shall be considered confidential, provided that nothing shall prevent the disclosure to other City officials for the purpose of enforcing provisions of the contract.
- C. The City shall pay to the Chamber for the local-tourist and information activities performed in the interest of the citizens of Wilsonville an amount not to exceed Eighteen Thousand Nine Hundred Eighty-Six Dollars (\$18,986.00) of the Transient Room Tax for the fiscal year ending June 30, 1992, payable in quarterly installments at the beginning of each quarter, following a statement from the Chamber.

D. The Chamber in receiving monies from the City and in providing non-profit services in the interest of the citizens of Wilsonville shall:

1. Acknowledge that any contract entered into between the Chamber and third parties shall not be the obligation of the City, and the Chamber shall not represent that it has power or authority to contractually obligate the City.
2. Cooperate with any government agency as directed by the City in preparation of various studies and reports. The Chamber shall not be obligated, however, to financial support or assist in any study or report not a part of this agreement or subsequent agreements; nor shall its cooperation constitute an endorsement of such study or report or any results or recommendations therefrom.
3. Not discriminate in providing the community services on the basis of race, religion, color, national origin, sex, marital status, age, or mental or physical handicap.
4. Agrees that no part of the funds stated in paragraph D above shall be used for any political activity whatsoever, whether or not the actions of the City are involved.

E. The City Manager and the Chamber may modify the requirements of Exhibit A when necessary to meet needs deemed appropriate for the period of the contract. In making changes, the City Manager shall incorporate any directions given by the City Council in response to the annual report of the Chamber required under paragraph A-7 above.

EXHIBIT "1"

CITY OF WILSONVILLE
AGREEMENT WITH INDEPENDENT CONTRACTOR
TO PROVIDE SERVICES TO CITY OF WILSONVILLE

THIS CONTRACT is entered into this 17th day of June, 1991 by and between the City of Wilsonville, a municipal corporation of the State of Oregon, hereinafter called City, and the Wilsonville Chamber of Commerce, hereinafter called Chamber.

WHEREAS, City has need for the services of an independent contractor with the particular training, ability, knowledge, expertise and experience possessed by Chamber, now therefore, in consideration of fee described in Exhibit A (attached hereto and incorporated herein by reference), Chamber agrees to perform the services described in Exhibit A.

In performing the above services, it is understood and agreed that:

1. STATUS. Chamber is not currently employed by the City. The parties to this contract intend that the relationship between them created by this contract is that of an employer-independent contractor. No agent, employee or servant of Chamber shall be or shall be deemed to be the employee, agent or servant of City. City is interested only in the results obtained under this contract, the manner and means of conducting the work are under the sole control of Chamber.
2. WORK PERFORMED. The work to be performed by Chamber includes services generally performed by Chamber in its usual line of business.
3. TAXES. Chamber will be responsible for any federal or state taxes applicable to payments received under this contract. City will report the total of all payments to Chamber, including any expenses, in accordance with the Federal Internal Revenue Service and the State of Oregon Department of Revenue.
4. BENEFITS. Chamber will not be eligible for any federal social security, state worker's compensation, unemployment insurance, or public employees' retirement system benefits from this contract payment except as a self-employed individual.
5. FEDERAL EMPLOYMENT STATUS. In the event any payment made pursuant to this contract is to be charged against federal funds, Chamber certifies that it is not currently employed by the federal government and the amount charged does not exceed its normal charge for the type of services provided.
6. HOLD HARMLESS. Chamber shall defend, indemnify and hold harmless City from and against all liability or loss and against all claims or actions based upon or arising out of damage or injury to persons or property caused by or sustained in connection with the performance of this contract by Chamber.