

RESOLUTION NO. 1313

A RESOLUTION APPROVING THE INDEPENDENT CONTRACTOR AGREEMENT WITH THE WILSONVILLE CHAMBER OF COMMERCE FOR THE 1996/97 FISCAL YEAR

WHEREAS, the City of Wilsonville and the Wilsonville Chamber of Commerce desire to continue to cooperatively provide tourist, economic and community development services and have mutually negotiated a contract for 1996/97 fiscal year for the provision of those services as set forth in the agreement, marked "Exhibit A", and attached hereto and incorporated by reference herein.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

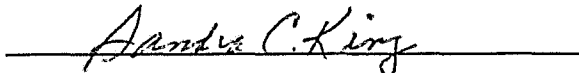
The City of Wilsonville Agreement/Wilsonville Chamber of Commerce Independent Contractor Agreement for 1996/97 Fiscal Year is marked "Exhibit A" and attached here to and incorporated by reference herein, and as recited above, is approved; and the Mayor is authorized to execute this Agreement on behalf of the City.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this 19th day of August, 1996, and filed with the Wilsonville City Recorder this date.



GERALD A. KRUMMEL, Mayor

ATTEST:



SANDRA C. KING, City Recorder

SUMMARY of Votes:

Mayor Krummel	Yes
Councilor Lehan	Yes
Councilor Leahy	No
Councilor Hawkins	Absent
Councilor MacDonald	Yes

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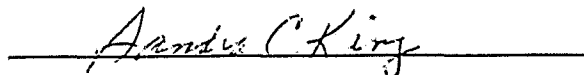
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**CITY OF WILSONVILLE/WILSONVILLE
CHAMBER OF COMMERCE**

**INDEPENDENT CONTRACTOR AGREEMENT
FOR 1996/97 FISCAL YEAR**

This Independent Contractor Agreement (the "Agreement") is entered into effective this 1st day of July, 1996, by and between the City of Wilsonville, a municipal corporation of the State of Oregon, (the "City") and the Wilsonville Chamber of Commerce, an Oregon non-profit corporation, (the "Chamber").

RECITALS:

A. The City needs the services of an independent contractor with the particular training, ability, knowledge, expertise and experience possessed by Chamber to help City to provide general visitor information services to local and non-local visitors to the City;

B. The Chamber is able to provide the necessary services to the City at a competitive cost and the parties wish to enter into an agreement whereby the Chamber will provide the necessary services on the terms and conditions provided below.

C. This Agreement is for specified services, and contracted labor and facilities only. The Chamber is not subject to the direction or control of the City in providing the services described herein. The Chamber does not advise the City on City policy or consult the City on Chamber policy, procedures, or management.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

1. **STATUS.** The parties intend that the Chamber act as independent contractor in performing this Agreement. No agent, employee or servant of Chamber shall be or shall be deemed to be the employee, agent or servant of the City. No employee of the City should be considered to be an employee of the Chamber.
2. **CONTRACT TERM.** The term of this Agreement is one year. The beginning date of the Agreement shall be July 1, 1996 and the contract shall end on June 30, 1997.
3. **WORK PERFORMED.** The work to be performed by Chamber includes the list of service on attached Exhibit A. The Chamber acknowledges that any agreement entered into between the Chamber and third parties to perform these services 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.

4. PAYMENT. The City shall pay to the Chamber an amount not to exceed 40% of the Transient Lodging Tax revenues collected for the fiscal year ending June 30, 1997, payable in quarterly installments at the beginning of each quarter, following a statement from the Chamber. The City shall include with said payment a quarterly report of the amount received by the City in Transient Lodging Tax revenues. The Chamber agrees that no funds paid by the City to the Chamber shall be used for any political activity whatsoever, whether or not the actions of the City are involved.
5. USE OF FUNDS. Funds granted by the City to the Chamber shall be used as follows:
 - (1) Operation Costs. \$57,400.00 shall be used for the operation of the visitors information center and preparation and distribution of related tourism materials and to provide the services listed on Exhibit A. The amount paid by the City to the Chamber for operation costs will be increased annually upon renewal of this Agreement pursuant to Section 11, at the rate of the Portland CPIU.
 - (2) Grants. Amounts paid by the City to the Chamber in excess of the operation costs shall be used by the Chamber for tourism and economic development projects and for the promotion of festivals and special events such as Boones Ferry Days, Wilsonville Trade Show, and Ring in the Holidays and to assist civic organizations such as Sister City Association, Wilsonville Arts Council. Grant awards shall be at the sole discretion of the Chamber Board of Directors. In making grants to other organizations, it is recognized that professional grant administrative procedures will be followed, and the Chamber may withhold up to 10% of the amount of each such grant for grant administrative, publication and processing costs. Additional grant activities are listed on Exhibit B.
6. TAXES. The Chamber will be responsible for any federal or state taxes applicable to payments received under this Agreement. 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. Chamber shall 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 Agreement.

7. BENEFITS. Neither the Chamber nor any of its employees will be eligible for any federal social security, state workers' compensation, unemployment insurance, or public employees' retirement system benefits from this Agreement payment except as a self-employed individual.
8. FEDERAL EMPLOYMENT STATUS. If any payment made pursuant to this Agreement 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.
9. HOLD HARMLESS. Chamber and City shall defend, indemnify and hold each other harmless 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 Agreement to the extent caused by the gross negligence or intentional act of the party.
10. INSURANCE. Chamber, its subcontractors, if any, and all employers working under this agreement are Subject Employers under the Oregon Workers' Compensation law. The Chamber shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
11. NOTICE OF NON-RENEWAL. The parties understand that this Agreement does not automatically renew. The Agreement is subject to annual City budget appropriation. However, the parties will cooperate to provide as much notice in advance of the end of the fiscal year as practical in the event either party decides not to renew this Agreement. At a minimum, each party will provide a minimum 60 days written notice in the event of non-renewal. The parties understand there is a significant staging and maintenance cost to the Chamber to provide services through the renewal period, and less than 60 days' notice of non-renewal of this Agreement can result in mitigation of incurred expenses.
12. ARBITRATION. Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-effective arbitration rules of Arbitration Service of Portland, Inc. or the American Arbitration Association. Either organization may be selected by the party which first initiates arbitration by filing a claim in accordance with the filing rules of the organization selected. Any judgment upon the award rendered pursuant to such arbitration may be entered in any court of appropriate jurisdiction.
13. ATTORNEY FEES. In the event of litigation with respect to this Agreement, the prevailing party shall be entitled to recover, in addition to all other sums and relief, its reasonable costs and attorney fees incurred at and in preparation for arbitration, trial or appeal, and such amount shall be set by the court or arbitrator before which the matter is heard.

14. NOTICES. All notices, requests, and other communication required or permitted under this agreement shall be delivered as follows:

CHAMBER:

J.C. GRANT, EXEC. DIR./CEO.
WILSONVILLE CHAMBER OF COMMERCE
8880 SW. WILSONVILLE RD. WILSONVILLE OR 97070

CITY:

ARLENE LOBLE, CITY MANAGER
3000 S.W. TOWN CENTER LOOP
WILSONVILLE, OR 97070

15. NON-DISCRIMINATION. The Chamber shall not discriminate in providing Community services on the basis of race, religion, color, national origin, sex, marital status, age, or mental or physical handicap.
16. ENTIRE AGREEMENT; AMENDMENT. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and may not be amended except by the written agreement of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

CITY OF WILSONVILLE

WILSONVILLE CHAMBER
OF COMMERCE

By  By 

Name GERALDA KRUMMEL

Name Patrick Becker Jr.

Title MAYOR

Title President

Date August 21, 1996

Date 8/15/96

EXHIBIT A

Scope of Services Provided Pursuant to Section 5.1 of the Agreement

The Chamber shall provide the following services pursuant to Section 5.1 of the Agreement:

1. Organization, administration, staff, facilities, and supplies for the general visitor information services to local and non-local visitors to the City of Wilsonville and surrounding community (collectively "Community"), including the following:
2. Receive visitor/tourist and convention inquiries and answer visitor related correspondence, in-person inquiries, and telephone calls. The Visitors' Information Center shall maintain office hours from 9:00 a.m. to 5:00 p.m., Monday through Friday, excepting observance of all holidays recognized by the City.
3. Operate the existing Visitors' Information Center located in a portion of the Chamber's offices at 8880 SW Wilsonville Road, Wilsonville, Oregon, or such other location as the City and Chamber may agree. The Chamber shall maintain an inventory of Community visitor related literature for free distribution to visitors that cover the following general areas for the Community:
 - a. local and regional attractions
 - b. accommodations
 - c. tourist-oriented activities and events
 - d. area historic attractions

The Chamber shall make available said materials to all Community motels and visitor-related Community businesses as needed to maintain an adequate supply of visitor-related materials at those establishments.

4. Prepare and print a Community Visitors' Information Guide and Community Visitors' Map updated annually and in adequate quantity for distribution through Community offices, lodging, dining visitor attractions, and in the Visitors' Information Center for the contract period.
5. Communicate with the State of Oregon and Clackamas County and Washington County tourism councils and bureaus in order to promote Community tourism-related activities, and the Chamber shall report to the City regularly on programs and changes affecting Wilsonville tourism and economic development.
6. Maintain the existing audio-visual library of Community visitor attractions, events, and way of life and make the materials available to the City and other organizations interested in the Community and which reasonably request said materials.

7. Provide the existing portable display suitable for use by the Chamber and the City to display materials promoting the Community and its businesses at events, conferences, and meetings.
8. Publish an annual Community business directory as an information resource and for promotion of the Community.
9. Insert The Seedling newsletter, published by the City of Wilsonville for the business community, in the monthly Chamber newsletter as part of this Agreement. Announcements shall be limited to one sheet, 8½ X 11 inches, printed one or two sides in quantity to meet circulation requirements of the Chamber. These inserts will be supplied by the City by the 20th day of each month.
10. Cooperate with any government agency as may be reasonably requested by the City in preparation of various studies and reports which reasonable relate to the Chamber's activities as described in this Agreement. The Chamber shall not be obligated, however, to offer or provide financial support or assistance in any study or report which is 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.
11. 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 upon reasonable notice during normal business hours the books, papers, and accounting records of the Chamber as it relates to the activities covered by this Agreement. 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 and Chamber officials and/or agents for the purpose of enforcing provisions of the Agreement. The City acknowledges its duty under law to maintain adequate accounting records of the Transient Lodging Tax revenues received by the City and of the amounts due and paid to the Chamber. The City further acknowledges that such records may be inspected and copied by the public, subject to a confidentiality privilege as it may pertain to specific types of business records and information as set forth in ORS 192.502(16) and W.C. 7.270(3).
12. The Chamber shall prepare a written annual report detailing revenues and expenditures for contract-supported activities, projects and publications, including grant awards and related administrative expenditures under Section 5.1 of the Agreement.
13. The Chamber will prepare a quarterly written report of Chamber contract activities.
14. On request of the City, the Chamber will make oral reports to the City Council at a mutually convenient time.

EXHIBIT B

Scope of Services Provided Pursuant to Section 5.2 of the Agreement

The Chamber shall provide the following services pursuant to Section 5.2 of the Agreement:

1. Annually the Chamber will prepare a written report detailing (a) revenues and expenditures for grant awards under Section 5.2 of the Agreement and (b) administrative fees.
2. When the Chamber makes grant awards and notifies grantees, the Chamber will submit to the City a written report with at least the following information: name of the applicant, purpose of the grant request, amount requested, amount awarded, and a brief statement justifying the action taken.