

AGREEMENT
between
CITY OF NEWBERG
and
NEWBERG AREA CHAMBER OF COMMERCE

This Agreement is entered into on this 6th day of July, 1998 between the Newberg Area Chamber of Commerce, hereinafter referred to as "NACC" and the City of Newberg a municipal corporation, hereinafter referred to as "CITY".

INTENT

The intent of the parties is to form a partnership in order to provide visitor information services. These services will be provided through a Visitor Information Services Center (CENTER) for a period of five (5) years beginning July 1, 1998 and ending June 30, 2003. Such services shall be partially funded through funds from the City.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. TERM OF AGREEMENT

The Agreement shall be for a period of five years beginning July 1, 1998 and ending June 30, 2003. This period is the fiscal year of the City.

II. SERVICES TO BE PROVIDED

NACC will provide the following services, generally defined with specific definition provided in Exhibit "A", through the Center.

III. TIME SERVICES WILL BE PROVIDED

The Center shall be open approximately 2000 hours per year, usually between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. The Center may be opened Saturday.

IV. PAYMENT BY THE CITY

The purpose of this funding calculation shall be to provide fairly equalized quarterly payments based on one-quarter of the total allocation identified through the annual City budget process, and, ten percent (10%) of the room tax receipts identified through a reduction of the amount reserved to the motels for collecting the tax from 15% to 5% as provided by Ordinance No. 98-2498.

The City shall pay to NACC a payment each quarter equal to ten percent (10%) of the room tax collection receipts received by the City. In August of each year, the City shall reconcile the payments with the room tax actually received and either pay the Chamber the difference, or withhold funds from the next quarterly payment in order to balance the amount paid at 10% of the room tax collection receipts. The City shall make the annual reconciliation payment or notify NACC of the amount to be withheld from the next quarterly payment on or before August 20, 1999, and annually thereafter through August 20, 2003.

In addition, the City shall pay to NACC sufficient funds to equal one-quarter of the total visitor center allocation as identified each year through the City's budget process. During the first year of the agreement, the City shall provide \$6,700 in quarterly payments and NACC shall be entitled to receive the full ten percent (10%) of the room tax collection receipts. The payment schedule shall be defined by mutual agreement of the City and NACC or as provided for in this section.

V. BUDGET

The budget for the Center shall be specified in "Exhibit B" of this Agreement which is attached and by this reference incorporated. This budget shall be revised and submitted to the City for attachment to this Agreement on or before May 1 of each year the Agreement is in effect.

VI. REPORTING

NACC shall report to the City on a quarterly basis. Such reports shall be furnished to the Newberg City Council for the first regular meeting of the City Council during the second month following the end of the calendar quarter. Each report shall be for the previous quarter. The reports shall be furnished to the City in writing in time to meet the regularly scheduled City Council agenda deadline. Such deadline is 10:00 a.m. two Fridays prior to the City Council meeting. Such deadline time may be changed by the City. Notification of deadline change shall be submitted to NACC.

The report shall include the following information:

1. Financial reports, including Statement of Revenues & Expenditures which are specifically applicable to the NACC Center.
2. Activity report detailing mail requests, telephone calls, visitors served and relocation information.
3. Achievement status report including, but not limited to, the services listed in "Exhibit A" which is attached to this Agreement and incorporated by this reference.

4. Report giving any other pertinent information or any information requested by the City.

VII. HOLD HARMLESS

NACC shall indemnify and hold harmless the City against any claims, damages or suits resulting from the operation of the Center. The NACC shall furnish to the City a Certificate of Insurance showing that adequate insurance coverage has been provided and that the City has been named as an additional insured on the NACC insurance policy. Such certificate shall be furnished to the City upon execution of the Agreement and additional proof of continued insurance coverage shall be furnished upon request by the City.

VIII. TERMINATION OF AGREEMENT

This Agreement can be terminated by either party at will, without cause by giving notice of termination prior to January 1 for termination as of June 30 during the term of the agreement. Nothing in this notice of termination shall prohibit the parties from mutually agreeing to terminate the agreement at any time. Such notice shall be mailed to the address indicated below for each party.

City Manager
City of Newberg
414 E. First Street
Newberg, Oregon 97132

Chamber Executive Director
Newberg Area Chamber of Commerce
115 N. Washington
Newberg, Oregon 97132

If NACC fails to furnish quarterly reports in a timely fashion as indicated under **VI. Reporting**, the City may terminate the agreement subject to the notice provisions indicated above and NACC may be subject to reimbursing the City for all payments made during the quarter for which the report has not been timely submitted; provided that NACC has not within thirty (30) days, after written notice, provided a quarterly report.

The City shall have no liability for any payments after termination of the Agreement. NACC has no rights to rely upon this Agreement in making any obligations to any person about future funding of any position with the Center.

IX. BUDGET LAWS OF THE STATE OF OREGON

The City of Newberg is a municipal corporation and is obligated under the budget laws of the State of Oregon known as the Local Budget Law. Any provision of this Agreement which is not in conformance with the Local Budget Law is null and void. Further, the City cannot expend monies beyond the revenues received. The City authorizes expenditures in accordance with the City's Transient Occupancy Ordinance and its budget and revenue projections. If the City does not receive revenues in accordance with its projections, expenditures must be decreased. If the

City Council determines that it is in the best interest of the City, due to budgetary reasons, not to make an expenditure, the City may withhold payments.

IN EVIDENCE THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT:

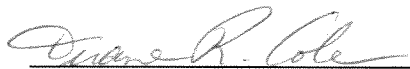
CITY OF NEWBERG

414 E. First Street
Newberg, Oregon 97132

NEWBERG AREA CHAMBER OF COMMERCE

115 N. Washington Street
Newberg, Oregon 97132

BY:



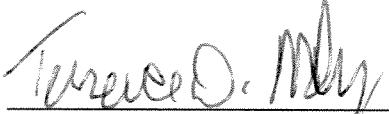
Duane R. Cole, City Manager

BY:



Ann Pesola, Director

APPROVED AS TO FORM AND CONTENT:



Terrence D. Mahr, City Attorney

Exhibit A

Newberg Visitor Information Center Services

The Newberg Area Chamber of Commerce will manage the city's **Visitor Information Center**, currently located at the corner of Hancock (99W) and Washington Street in the center of the city, and provide the following services:

1. Maintain regular open hours:
 - Minimum: 9 a.m. – 5 p.m., Monday through Friday
 - Summer: Memorial Day to Labor Day, weekends, four hours minimum
 - Total Hours: Minimum 2,000 hours, open to public
2. Greet and assist visitors and residents, in person and by phone
3. Provide brochures and information about Newberg and other areas within state
4. Furnish directions as requested
5. Offer maps, brochures or information about events, activities, tourist destinations and points of interest
6. Respond to inquiries about ideas for family outings
7. Provide information about youth, senior and adult activities and programs
8. Provide information and directions to local and area businesses
9. Mail relocation, visitor or business materials upon request
10. Have available information on parks and recreation, local churches, demographic data, local festivals and events
11. Assemble and provide a packet of Newberg marketing materials upon request
12. Notify hospitality businesses (i.e. restaurants, motels) of major events and sports activities
13. Participate in tourism group activities, primarily promotion products
14. Promote Newberg in publications as funds allow
15. Provide hospitality training, if funds allow
16. Maintain a calendar of community events
17. Collaborate with groups to further develop regional attractions
18. Report to City of Newberg:
 - a. Quarterly Financial Reports
 - b. Activity Report
 - c. Other pertinent information

Exhibit B

Newberg Visitor Information Center 1998-2003 Budget

Budget 1998-99

Revenue

City of Newberg	\$14,700
Newberg Area Chamber of Commerce	10,400
	25,100

Expenses

Personnel	\$14,300
Equipment	2,000
Printing & Advertising	300
Overhead/Utilities, etc.	8,500
	25,100

Budget 1999-00

Revenue

City of Newberg	\$15,000
Newberg Area Chamber of Commerce	12,500
	27,500

Expenses

Personnel	\$16,000
Equipment	2,200
Printing & Advertising	300
Overhead/Utilities, etc.	9,000
	27,500

Budget 2000-01

Revenue

City of Newberg	\$15,000
Newberg Area Chamber of Commerce	12,500
	27,500

Expenses

Personnel	\$16,000
Equipment	2,200
Printing & Advertising	300
Overhead/Utilities, etc.	9,000
	27,500

Budget 2001-02

Revenue

City of Newberg	\$15,000
Newberg Area Chamber of Commerce	14,500
	29,500

Expenses

Personnel	\$18,000
Equipment	2,200
Printing & Advertising	300
Overhead/Utilities, etc.	9,000
	29,500

Budget 2002-03

Revenue

City of Newberg	\$15,000
Newberg Area Chamber of Commerce	14,500
	29,500

Expenses

Personnel	\$18,000
Equipment	2,200
Printing & Advertising	300
Overhead/Utilities, etc.	9,000
	29,500