

**UMATILLA TRANSIENT ROOM TAX COMMITTEE MEETING  
AGENDA  
COUNCIL CHAMBERS  
NOVEMBER 4, 2019  
4:00 PM**

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1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF MINUTES**

3.1 August 20, 2018 Minutes *Motion to Approve*

4. **FINANCIAL REPORT**

4.1 FY2018-19 Q4 Financial Report *Motion to Approve*

4.2 FY2019-20 Q1 Financial Report *Motion to Approve*

5. **UNFINISHED BUSINESS**

6. **NEW BUSINESS**

6.1 Appointment of Committee Chair *Nomination of Chair*

6.2 Tourism Promotion Assessment Discussion *No Action Needed*

6.3 Umatilla Chamber Contract Renewal Discussion *No Action Needed*

6.4 Museum Funding/Possible Land Transfer Discussion *No Action Needed*

7. **ADJOURN** This institution is an equal opportunity provider. Discrimination is prohibited by Federal law. Special accommodations to attend or participate in a city meeting or other function can be provided by contacting City Hall at (541) 922-3226 or use the TTY Relay Service at 1-800-735-2900 for appropriate assistance.

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Transient Room Tax Committee Meeting  
Minutes  
August 20, 2018

The Meeting was called to order by Chair Eynon at 6:09pm.

Present were Christine, Leslie and Arnell. Also present were City Finance Director Melissa Ince, Umatilla Museum & Historical Foundation representative Joan Ribich and Umatilla Chamber representative Kacie Evans

Leslie made a motion, seconded by Christine, to approve the minutes from the May 24, 2018 meeting as presented. The vote was unanimous in favor.

The financial report as of June 30, 2018 was presented by Melissa and approved as presented.

Unfinished Business: None

New Business:

- a. Umatilla Museum & Historical Foundation Update: Leslie told the committee that the museum has \$700 of the \$3,600 grant left. They still intend to rebuild the back deck and stairs. Upcoming fundraisers include a golf tournament in September, auto maintenance class and Halloween event in October and a Christmas boutique with wine and cheese in December.
- b. Umatilla Chamber of Commerce & Visitor's Center Update: Kacie Evans told the committee that the Chamber would be doing a September membership drive and barbeque. They are also trying to recruit more fishing tournaments and local events.

There being no further business to come before the Committee, Chair Eynon adjourned the meeting at 6:34pm.

Respectfully Submitted,

Melissa Ince  
Finance & Administrative Services Director

Transient Room Taxes  
Fiscal 2018-19

As of March 31, 2019

<u>Item/Source</u>	<u>Receipts</u>	<u>Expenses</u>	<u>Balance</u>
Carry Over From 2017-18			\$70,256.71
Receipts First Quarter of Fiscal Year	\$12,973.28		
Receipts Second Quarter of Fiscal Year	\$12,319.63		
Receipts Third Quarter of Fiscal Year	\$8,579.77		
Receipts Fourth Quarter of Fiscal Year	\$8,509.91		
70% Available for tourism			<b>\$29,667.81</b>
2018-19 Disbursements			
50% to Chamber of Commerce		\$21,191.31	
Museum		\$0.00	
<b>Remaining tourism Funds</b>			<b><u><u>\$78,733.21</u></u></b>

**Riverfront Development:**

2018-19 Beginning Balance		\$87,065.00
Plus CTUIR Contribution		\$10,000.00
Less USACE Vegetation Management Review		<u>-\$36,350.00</u>
Remaining Balance		<u><u>\$60,715.00</u></u>

**Tourism Promotion Assessment Collected for EOTEC**

Receipts First Quarter of Fiscal Year	\$ 13,455.24	
Receipts Second Quarter of Fiscal Year	\$ 12,573.60	
Receipts Third Quarter of Fiscal Year	\$ 8,687.13	
Receipts Fourth Quarter of Fiscal Year	\$ 9,320.46	
Year to Date Collected		<b><u><u>\$ 44,036.43</u></u></b>

Transient Room Taxes  
Fiscal 2019-20

As of June 30, 2019

<u>Item/Source</u>	<u>Receipts</u>	<u>Expenses</u>	<u>Balance</u>
Carry Over From 2018-19			\$78,733.21
Receipts First Quarter of Fiscal Year	\$14,497.35		
Receipts Second Quarter of Fiscal Year			
Receipts Third Quarter of Fiscal Year			
Receipts Fourth Quarter of Fiscal Year			
70% Available for tourism			<b>\$10,148.15</b>
2018-19 Disbursements			
50% to Chamber of Commerce Museum		\$7,248.68	
<b>Remaining tourism Funds</b>			<b><u><u>\$81,632.68</u></u></b>

**Riverfront Development:**

2019-20 Beginning Balance	<u>\$60,715.00</u>
Remaining Balance	<u><u>\$60,715.00</u></u>

**Tourism Promotion Assessment Collected for EOTEC**

Receipts First Quarter of Fiscal Year	\$ 13,196.70	
Receipts Second Quarter of Fiscal Year		
Receipts Third Quarter of Fiscal Year		
Receipts Fourth Quarter of Fiscal Year		
Year to Date Collected		<b><u><u>\$ 13,196.70</u></u></b>

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Tourism Promotion Assessment Discussion

**Meeting Date:**

2019-11-04

**Department:**

Finance & Administrative  
Services

**Director:**

Melissa Ince

**Contact Person:**

Melissa Ince

**Phone Number:**

**Cost of Proposal:**

na

**Amount Budgeted:**

na

**Fund(s) Name and Number(s):**

**Reviewed by Finance Department:**

**Previously Presented:**

na

**Attachments to Agenda Packet Item:**

[ORD 811.pdf](#)

**Summary Statement:**

No Action Needed

**Consistent with Council Goals:**

Goal 3: Enhance and Cultivate Relationships and Partnerships.

**ORDINANCE NO. 811**

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 5 OF THE UMATILLA MUNICIPAL CODE TO UPDATE THE TRANSIENT ROOM TAX CODE TO INCLUDE AN ADDITIONAL TOURISM PROMOTION ASSESSMENT CHARGE USED TO FUND CONSTRUCTION OF THE EASTERN OREGON TRADE AND EVENT CENTER.**

**WHEREAS**, the City is authorized by ORS 320.345 through 350 to adopt a tourism promotion assessment charge for funding tourism promotion and tourism-related facilities; and

**WHEREAS**, the City adopted such assessment through Ordinance 791 in July 2014; and

**WHEREAS**, the Eastern Oregon Trade and Event Center Authority (EOTEC Authority) has been established to construct, own and operate an Eastern Oregon Trade and Event Center (“EOTEC”) on 75 acres within Umatilla County; and

**WHEREAS**, EOTEC will be designed to be a tourism-related facility; and

**WHEREAS**, tourism-related benefits emanating from EOTEC will be realized by the public, businesses and communities in West Umatilla County, including the City of Umatilla; and

**WHEREAS**, the Board of the Eastern Oregon Trade and Event Center Authority proposes that EOTEC will generate trips to and from events at the facility which will, in turn, generate business in the local communities above and beyond the motel and RV Park businesses, creating income that will circulate and replicate in the local economy for the benefit and betterment of all; and

**WHEREAS**, the Board of EOTEC Authority has requested the City of Umatilla to increase the tourism promotion assessment charge currently in effect to assist in funding the construction of the Eastern Oregon Trade and Event Center; and

**WHEREAS**, the Board of EOTEC Authority proposes that the revenues collected from such increase be dedicated and distributed within the parameters of applicable law for construction and the tourism-related facilities of EOTEC; and

**WHEREAS**, the proposal is to increase the assessment to \$2.00 for each night of rent charged by the operator of a Motel, and to \$1.00 for each night of rent charged by the operator of a Recreational Vehicle Park.

THE CITY OF UMATILLA, OREGON ORDAINS AS FOLLOWS:

NOTE: Matter in **boldfaced, underlined** type in an amended section is new; matter in [~~bracketed strikethrough~~] is existing text to be omitted.

Section 1. Section 3-5-1: DEFINITIONS of the Umatilla Municipal Code is amended by correcting the definition for “Tourism Promotion Assessment Charge” to read:

TOURISM PROMOTION ASSESSMENT CHARGE: An increase in the local transient lodging taxes as herein adopted to fund tourism promotion **and construction** of the facility known as the Eastern Oregon Trade and Event Center.

Section 2. Section 3-5-2: TAX IMPOSED of the Umatilla Municipal Code is amended to read:

- A. For the privilege of occupancy in any motel or recreational vehicle park, each transient shall pay a tax in the amount of three and one-half percent (3.5%) of the rent charged by the operator.
- B. For the privilege of occupancy in any motel, on and after **July 1, 2016** [~~August 1, 2014~~], each transient shall pay a tourism promotion assessment charge in the amount of **two** [~~one~~] dollars **(\$2.00)** [~~(\$1.00)~~] per night of occupancy up to the thirty (30) day limitation of this chapter.
- C. For the privilege of occupancy in any recreational vehicle park, on and after **July 1, 2016** [~~August 1, 2014~~], each transient shall pay a tourism promotion assessment charge in the amount of **one dollar (\$1.00)** [~~fifty cents (\$.50)~~] per one space night of occupancy up to the thirty (30) day limitation of this chapter.
- D. The taxes and charges imposed by subsections A, B, and C of this section constitute a debt owed by the transient to the city which is extinguished only by payment to the operator or to the city. The transient shall pay the tax to the operator of the motel or recreational vehicle park at the time the rent is paid. The operator shall enter the tax on the operator's records when rent is collected, if the operator keeps his/her records on the cash accounting basis, or when earned, if the operator keeps his/her records on the accrual accounting basis.
- E. If rent is paid in installments, a proportionate share of the tax shall be paid by the transient to the operator with each installment. If for any reason the tax is not paid to the operator of the motel or recreational vehicle park, the tax administrator may require that such tax shall be paid directly to the city. In all cases, the rent paid or charged for occupancy shall exclude the sale of any goods, services, and commodities other than the furnishing of rooms, accommodations, and parking space in mobile home parks or trailer parks.

Section 6. Section 3-5-17: TRANSIENT ROOM TAX FUND of the Umatilla Municipal Code is amended to read:

- A. All revenues received from the tax shall be deposited into a special fund known as the city transient room tax fund.
- B. All revenues remitted to the city shall be used as stipulated in Oregon Revised Statutes 320.350.
- C. Any unused revenues may be invested by the city at the highest rate available and such revenues and interest shall be allocated to the transient room tax fund to be used for the purposes of this chapter.
- D. Seventy percent (70%) of the transient room tax collected shall be distributed by the Transient Room Tax Committee in the form of tourism grants to applicants who have met all of the required criteria as listed in the grant application. The remaining thirty percent (30%) will be used at the City's discretion for various activities and projects.
- E. Funds collected from the tourism promotion assessment charge imposed by subsections B and C of 3-5-2 and remitted to the city, less seven percent (7%) retained by the operator, are dedicated to and shall be transferred promptly to the Eastern Oregon Trade and Event Center Authority to **be split equally to** fund tourism promotion **and construction** [~~by it~~] of the Eastern Oregon Trade and Event Center.

F. Collection Fee: Every operator liable for collection and remittance of the transient room tax imposed by this chapter may withhold five percent (5%) of the net tax and every operator liable for collection and remittance of the tourism promotion assessment charge imposed by this chapter may withhold seven percent (7%) of the net tax herein collected to cover the operator's expenses in collection and remittance of the tax and charge.

Section 6. Section 3-5-19: SUBSEQUENT REVIEW AND SUNSET PROVISION of the Umatilla Municipal Code is added to read:

**The amount of Tourism Promotion Assessment designated to fund construction of the Eastern Oregon Trade and Event Center is being added in an effort to aid in their current funding deficiency. The additional \$1.00 per night of occupancy in any motel and the additional \$0.50 per night of occupancy in any recreational vehicle park designated to help fund construction will sunset on June 30, 2021, unless further extended by City Council by ordinance.**

PASSED and ADOPTED by the City Council the 3<sup>rd</sup> day of May, 2016,

Voting yes, Council Members: Councilor(s) Ray, Lougee, Ribich, and TenEyck

Voting no, Council Members: Councilor Dedrick.

Absent Council Members: Councilor Farnsworth.

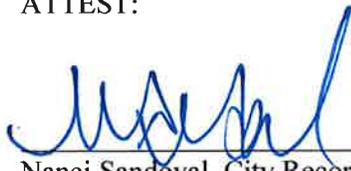
Abstaining Council Members: \_\_\_\_\_

And SIGNED in authentication by the Mayor this 3<sup>rd</sup> day of May, 2016.



David P. Trott, Mayor

ATTEST:

  
\_\_\_\_\_  
Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Umatilla Chamber Contract Renewal Discussion

**Meeting Date:**

2019-11-04

**Department:**

Finance & Administrative  
Services

**Director:**

Melissa Ince

**Contact Person:**

Melissa Ince

**Phone Number:**

**Cost of Proposal:**

na

**Amount Budgeted:**

na

**Fund(s) Name and Number(s):**

**Reviewed by Finance Department:**

**Previously Presented:**

na

**Attachments to Agenda Packet Item:**

[RES 32-2017 Attachment Chamber Contract.docx](#)

**Summary Statement:**

No Action Needed

**Consistent with Council Goals:**

Goal 3: Enhance and Cultivate Relationships and Partnerships.

## PERSONAL SERVICES CONTRACT

This contract is made and entered into this 6<sup>th</sup> day of June, 2017 by and between the CITY OF UMATILLA, an Oregon municipal corporation, from now on called "CITY," and the UMATILLA CHAMBER OF COMMERCE & VISITOR CENTER, an independent contractor, from now on called "CHAMBER."

Whereas Ordinance No. 758 amended the City's Transient Room Tax Ordinance on July 6, 2010, so that anticipated transient room tax funding may, at the City Council's discretion, be available for distribution by the City according to the guidelines in ORS 320.350.

### RECITALS

#### SECTION 1. CHAMBER AGREES:

1.1 Purpose. The CHAMBER shall provide business advocacy and support for local businesses. The CHAMBER will also operate the Umatilla Chamber of Commerce & Visitor Center, provide visitor services and manage tourism destination promotion, advertising and marketing services more particularly outlined in this contract.

1.2 Term. Beginning July 1, 2017 and continuing for three years, unless sooner terminated as provided herein, CHAMBER shall perform the services required by the contract.

1.3 Services Provided. The CHAMBER will focus its efforts on Business Advocacy – Support and advocacy of local businesses through the following avenues:

- Industry Support - Working with local businesses to ensure unified and cooperative effort for outreach marketing, visitor services and group travel service and support, and to ensure a collaborative sharing of materials and information between Visitors Center and the local business community. This also, includes maintaining affiliations and participation with regional and statewide visitor industry members.
- Outreach Marketing - Communicating with potential visitors the reasons to visit the local and regional areas. Activities include print and broadcast media advertising, creation and distribution of printed promotional materials, digital and social media and attending trade shows.
- Visitor Services - Providing information to visitors while they are in the local and regional areas including maintaining Visitors Center exhibits and displays, informational brochures on local lodging, dining, attractions, events, experiences, and activities. This shall also include social media activities.

- Group Travel Service & Support - Increasing the number of group travel activities and opportunities including significant sporting/outdoor events, meetings and conferences through local outreach and promotion. Maintain a meeting planner and supporting informational materials specific to group travel, provide support and facilitation and disseminate leads.

The CHAMBER shall determine its annual work plan, *goals* and objectives concerning these four primary areas considering industry trends and local needs and opportunities. The CHAMBER shall also provide specific services and activities as follows:

### 1.3.1 General Provisions

A. Operational and contractual obligation issues of concern to CITY and CHAMBER will be regularly discussed as they arise to reach a conclusion related to customer service and the implementation of this Contract.

B. CHAMBER's services under this Contract shall at all times align with general tourism industry standards and state tourism guidelines. The CHAMBER shall comply with state statutes and the CITY's municipal codes regarding the use of transient lodging tax dollars. Visitor services provided by the CHAMBER under this contract shall fulfill the mission to "strengthen partnerships, bridge friendships, promote business and community."

C. The CHAMBER shall designate a staff member employed for the fulfillment of this Contract to serve as a resource. The designated staff member will attend all meetings of the Transient Room Tax Committee and City Council meetings, as possible, or as requested by the CITY.

D. The name of the visitor services performed under this contract shall be Umatilla Chamber of Commerce & Visitor Center. The CHAMBER may determine the use of name designation or other designations that may best align with current visitor industry trends. The CHAMBER may also use the City of Umatilla brand. However, the CHAMBER shall at all times ensure the name "Umatilla" is prominent in all print, broadcast, digital and social media, website, brochures and other printed publications and collateral material created in the performance of this Contract. CHAMBER may add its name to said advertising, branding and promotional pieces to reflect joint endeavor.

E. The CHAMBER shall maintain a post office box address for the Umatilla Chamber of Commerce & Visitors Center as advertised on current publications.

F. At a minimum, public hours for the Umatilla Chamber of Commerce & Visitors Center shall be 9 a.m. to 5 p.m., five days a week.

G. The CHAMBER shall maintain a monthly visitor count report, and quarterly report of general inquiries and information requests received.

H. Publications and services paid for with visitor/transient lodging tax dollars shall be provided at no charge to visitors and the general public.

1.3.2 Affiliations. CHAMBER staff hired specifically to fulfill the obligations and duties of this Contract shall have memberships in and affiliations with relevant regional and statewide industry organizations. Staff shall participate in said organizations and attend industry conferences and events as deemed appropriate for the advancement of the visitor services program.

1.3.3 Promotions/Advertising/Marketing. The CHAMBER shall:

A. Develop and maintain mutually-beneficial working relationships with local business members.

B. Provide annual hospitality/customer service training for area businesses and citizens before the beginning of the tourist season.

C. Continue Familiarization (FAM) Tours for Visitors Center staff and volunteers.

D. Develop promotional articles suitable for printing in out-of-the-area newspapers and magazines which promote the Umatilla area as a destination.

F. Develop cooperative working relationships with other groups and organizations in Umatilla County to attract visitors to county areas and beyond. The primary emphasis of this program shall remain to bring visitors to the immediate area.

G. Maintain and regularly update a website serving the local business community and targeting visitors. Information on the website shall include, but not be limited to lodging, meeting accommodations, dining, attractions, and events. Such website will be linked to the CITY website and other relevant local websites. The CHAMBER may use such social media as Facebook and Twitter to promote Umatilla as a tourist destination and to promote local events and activities.

1.3.4 Visitor-Related Attractions/Events. The CHAMBER shall provide:

A. Assistance and support for local institutions and organizations, including outreach marketing for special events and attractions for visitors in and around Umatilla that attract

overnight visitors to Umatilla area motels.

B. Provide local and community event planning assistance.

1.3.5 Group Travel Prospecting & Assistance. The CHAMBER shall, whenever reasonably possible, solicit group travel relating to athletic events, meetings, conferences, and seminars of size and type that can be accommodated in Umatilla. Visitors Center staff shall work directly with group, meeting and event planners by providing information on meeting places, lodging, banquets, entertainment and recreational opportunities.

1.3.6 Staffing. The CHAMBER shall have sole authority to hire full-time and part-time staff dedicated to the Umatilla Chamber of Commerce & Visitors Center operation and to providing visitor services, promotion, and destination marketing activities required under this Contract. If additional positions are needed, the CHAMBER will consult with the CITY to discuss the budgetary implications.

Should the position of the CHAMBER's senior staff member, employed for the purpose of this Contract, become available during the term of this Contract, the City Manager will have the opportunity to review the list of applicants for the open position and advise the Chamber's board of any potential conflicts between the City and potential candidates.

## 1.4 Reporting

### 1.4.1 Quarterly Report

The CHAMBER shall provide a quarterly report to the CITY regarding Umatilla Chamber of Commerce & Visitors Center operations. At a minimum, the report shall include: year-to-date financials reflecting operations budget versus actuals, monthly visitor count, social media activity, general operations, and staff activities report, Umatilla Chamber of Commerce & Visitors Center hours of operation, media coverage, materials distribution and support services. General inquiries and visitor information requests may be reported on a quarterly basis.

### 1.4.2 Annual Report

The CHAMBER shall provide an annual written report to the CITY which will include, at a minimum:

1. Previous year's goals and objectives;
2. Affiliations and participation with state and regional industry organizations;
3. List and fulfillment status of specific requirements identified under this Contract;
4. Visitor services statistics-print materials distributed, visitor counts, website activity, social and digital media, phone and email contacts;
5. Annual Visitors Center/visitors services operations budget versus actual;
6. Promotion and print materials produced in previous year;

7. Service and support provided to local hospitality industry members, organization and visitor events and activities;

8. Specifics relating to out-of-area destination marketing and advertising campaign, including niche marketing;

The CHAMBER shall present the annual report to the City Council/Staff on a date and time agreed to by the CITY and the CHAMBER.

### 1.5 Finances.

1.5.1 - A copy of the annual audit report of the CHAMBER's accounting and business records will be provided to the CITY upon completion.

1.5.2 - The CHAMBER shall maintain the Umatilla Chamber of Commerce & Visitors Center operations funds- checking and savings accounts-separate from project accounts. The CHAMBER requires two signatures on all checking accounts. The primary signatories are the CHAMBER president and vice president. The other designated signatory is the CHAMBER secretary/treasurer.

1.6 Expenditures and Conditions. Extraordinary unbudgeted expenditures, from contracted funds, outside the scope of the work program may be made by CHAMBER only with the prior written approval of CITY's City Manager. CHAMBER shall promptly pay all expenses it incurs as a result of this contract and shall comply with all provisions of federal and state law applicable to this contract.

1.7 Workers Compensation Insurance. CHAMBER, its subcontractors, if any, and all employees working under this Contract 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.

1.8 Insurance Requirements. CHAMBER shall provide and maintain commercial general liability insurance, occurrence form, with a limit of not less than \$1,000,000 for each occurrence.

1.9 Books and Records. CHAMBER shall keep complete and proper books, records and accounts of all transactions performed as part of this contract and the approved invoices and work program. The books, records, and accounts shall be open to inspection by CITY or its designee during normal business hours, and shall remain open to CITY for such inspection for three months following termination of this contract.

1.10 Availability. CHAMBER shall be available for meetings, discussions and program reviews with sufficient notice.

1.11 Assignment. Both parties recognize that this Agreement cannot be transferred, assigned or subcontracted by CHAMBER without prior written consent of CITY.

SECTION 2. CITY AGREES:

2.1 CITY will pay CHAMBER an annual amount equal to 50 percent of the annual transient room tax receipts. This amount shall be paid in quarterly installments under

2.2 - All other transient room tax receipts shall be retained by CITY and/or expended directly by CITY at its discretion in accordance with applicable law, and such tax receipts shall not be subject to this Contract.

2.3 - During the length of the Contract, CITY agrees to pay CHAMBER quarterly within fifteen days of the receipt of funds. (These dates coincide with the tax payment schedule.) In the event of termination, as provided herein, such payment(s) shall be pro-rated through the date of termination and paid on or before the date of termination.

2.4 - CITY will pay CHAMBER an additional amount as reflected in the City Budget document within the Transient Room Tax Fund, line item titled Chamber Support. This amount will be evaluated on an annual basis in January based upon the CHAMBER'S projected budget and the CITY'S available resources. This payment will be divided into four installments and made in conjunction with the Transient Room Tax payments.

SECTION 3. BOTH PARTIES AGREE:

3.1 Independent Contractor. CHAMBER is an independent contractor. The manner in which it performs the services herein shall be controlled by CHAMBER; however, CITY may have input in the nature of the services and the results achieved. CHAMBER is not deemed an employee or agent of CITY and has no authority to make any binding commitments on behalf of CITY except as expressly approved in writing by CITY'S City Manager.

3.2 Indemnification. Each party shall indemnify, hold harmless and defend the other, its officials, agents, and employees, from and against any and all claims, damages, losses and expenses, including attorney fees, arising in or from its performance of, or failure to perform, this contract. The extent of CITY's obligation under this subsection is limited to CITY's obligation under the Oregon Constitution and ORS 30.260 through 30.300.

3.3 Notices. Any notice required to be given under this contract, or required by law, shall be in writing and delivered to the parties at the following addresses:

CITY OF UMATILLA	UMATILLA CHAMBER OF COMMERCE & VISITOR CENTER
City Manager	Board President
POB 130	POB 67
Umatilla, OR 97882-0130	Umatilla, OR 97882-0067

3.4 Applicable Laws. The laws of the State of Oregon shall be used in construing this contract and enforcing the rights and remedies of the parties.

3.5 Termination Clause. Except where this Contract expressly allows a shorter termination notice, without cause either party may terminate this agreement upon 90 days prior written notice to the others.

3.6 Merger and Substitution. There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this contract. The parties intend this contract to substitute any existing contract and amendments. Such substitution shall occur simultaneously to the effective date of said contract. Any amendments to this contract shall be in writing and executed by both parties.

CITY OF UMATILLA

\_\_\_\_\_ Dated: \_\_\_\_\_

Daren Dufloth, Mayor

UMATILLA CHAMBER OF COMMERCE & VISITOR CENTER

\_\_\_\_\_ Dated: \_\_\_\_\_

Craig Simson, Board President

\_\_\_\_\_

Nanci Sandoval, City Recorder

CITY OF UMATILLA, OREGON

# AGENDA BILL

**Agenda Title:**

Museum Funding/Possible Land Transfer Discussion

**Meeting Date:**

2019-11-04

**Department:**

Finance & Administrative Services

**Director:**

Melissa Ince

**Contact Person:**

Melissa Ince

**Phone Number:**

**Cost of Proposal:**

na

**Amount Budgeted:**

na

**Fund(s) Name and Number(s):**

**Reviewed by Finance Department:**

**Previously Presented:**

na

**Attachments to Agenda Packet Item:**

**Summary Statement:**

No Action Needed

**Consistent with Council Goals:**

Goal 3: Enhance and Cultivate Relationships and Partnerships.