



**STANDARD TERMS AND CONDITIONS FOR
AGREEMENT TO FURNISH CONTRACTED
SERVICES TO THE CITY OF LEBANON,
OREGON**

AGREEMENT

This Agreement is entered into this 5th day of July, 2023 by and between the City of Lebanon, a municipal corporation and political subdivision of the State of Oregon, with its principle office at 925 Main Street, Lebanon, Linn County, Oregon, and hereinafter referred to as "City" and Partners for Progress, Inc., d/b/a Lebanon Downtown Association, a domestic non-profit corporation organized under the laws of the State of Oregon, with its mailing address at PO Box 2612, Lebanon, Linn County, Oregon, 97355 hereinafter referred to as "LDA".

WITNESSETH

WHEREAS, the Lebanon Municipal Code, Chapter 3.12, provides for the imposition of a transit lodging tax on hotel, motel, recreation parks and other persons who provide overnight lodging for remuneration within the City of Lebanon; and

WHEREAS, Section 3.12.160 of the Lebanon Municipal Code provides that all revenues derived from the transient lodging tax shall be spent for tourism promotion, and it is the intent of the City Council that this revenue shall be used to promote Lebanon, Oregon; and

WHEREAS, the LDA desires to undertake and has the ability to support and promote tourism for the City of Lebanon through involvement with the Oregon Main Street Program by revitalizing and expanding Lebanon's Downtown; and

WHEREAS, the City desires to use the services of LDA pursuant to the requirements, limitations and direction of LMC Chapter 3.12;

WHEREAS, Lebanon Strategic Action Plan 5.1 calls for the strengthening of the Lebanon Downtown Association through the Oregon Main Street Program Model and is a current priority.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants contained herein, the parties agree as follows:

1. The City will provide LDA funding in the amount of \$30,000 out of the Transient Lodging Taxes for fiscal year 2023/2024.
2. Payments shall be made quarterly in the amount of \$7,500, to be paid by July 31, October 31, January 31, and April 30. To be eligible for each payment, the LDA must meet the following requirements:
 - a. Maintain registration with the State of Oregon, completing and submitting all paperwork to maintain registration by January 30, 2024.
 - b. Re-acquire and maintain Internal Revenue Services 501(c)(3) status, filing all required paperwork by the annual deadline each year and provide a copy to the City. The 501(c)(3) status shall be re-acquired, or evidence from the IRS that the required documentation has been filed and is under review, prior to the initial fund disbursement as part of this agreement. The initial payment will be withheld until this criterion is met.
 - c. Be in good standing with the Oregon Department of Justice.
 - d. Provide a pass-through letter approved by the IRS to utilize another non-profit's status, in particular United Way's.
 - e. Develop and provide to the City an annual budget showing expected revenues and expenses for the 2024 fiscal year by September 30, 2023.
 - f. For potential FY 2025 funding, provide the annual budget for FY 2025 by March 31, 2024.
 - g. Develop and provide to the City fiscal year 2023 ending financial statements to include, at a minimum an income statement and a balance sheet by September 30, 2023.
 - h. Provide a quarterly report of activities, participation, and an income statement showing budget to actual comparisons no later than October 15, 2023, January 15, 2024, April 15, 2024, and July 15, 2024.
3. The LDA agrees to use the funding to promote and comply with the Oregon Main Street Program, promote and revitalize Lebanon's Downtown and promote tourism in the City
4. The LDA agrees to maintain records of attendance of events with the purpose of documenting participation from residents outside of the City of Lebanon. The

analysis of the records shall be available upon request of the City Manager, or their delegated staff at any time.

5. The LDA agrees to maintain books, records, documents, and other evidence of accounting procedures, and to provide an annual report to the City Manager or their delegated staff, that documents evidence of tourism support functions of the LDA and expenditure of city funding. The above-described records shall be subject to the inspection, review or audit by the City Manager, or their delegated staff, quarterly, by appointment.
6. LDA agrees to indemnify, defend, and hold harmless the City, its agents, officers and employees, from and against any and all liability, claims, suits, loss, damages, costs and expenses arising out of or resulting from the negligent or intentional acts, errors or omissions of LDA, its officers, employees or agents.
7. LDA agrees to comply with the provisions of all Federal, State, and local laws and ordinances that are applicable to the performance under this contract. LDA shall comply with ORS 656.017 and provide Worker's Compensation coverage for all its subject workers.
8. The parties mutually agree:
 - a. All funds paid to LDA pursuant to this agreement shall be used only as may be provided in this agreement, or according to law.
 - b. A all times herein, LDA is not an agent of the City. Accordingly, LDA, while providing labor or services, is free from the direction and control over the means and manner of providing the labor or services, subject only to the right of the City to specify the desired results. LDA assumes and continues to have any and all responsibility for paying its employees, withholding federal and state mandated income taxes, and making all necessary reports of the same to the government entities as required by law.
 - c. LDA agrees not to discriminate on the basis of race, religion, sex, color, mental or physical handicap or national origin in the enforcement and execution of this agreement.
 - d. A waiver of any breach of any provision of this agreement by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this agreement

- e. The term of this agreement shall be one (1) fiscal year and shall automatically terminate on June 30, 2024. However, either party, upon written notice to the other party of no less than 30 days may terminate the agreement if either the Board of Directors of the LDA or the Lebanon City Council determines that there has not been faithful performance as required under the terms of this agreement. Upon termination of this agreement, any unused Transient Lodging Tax funds shall be immediately returned to the City. Upon termination, the LDA shall also provide to the City, within thirty days, a current accounting of any and all funds expended pursuant to the Agreement up until the time of termination.

IN WITNESS, WHEREOF, the parties have executed this Agreement on this 5th day of July, 2023.

Signatures on the next page



PARTNERS FOR PROGRESS, INC. D/B/A
LEBANON DOWNTOWN ASSOCIATION

Date: July 05, 2023

By: Shellie Jackola

Print Name: Shellie Jackola

Title: President of Board

Telephone Number: 541-971-1992

CITY OF LEBANON

Date: 7/11/2023

By: Nancy Brewer

Print Name: Nancy Brewer

Title: City Manager

Telephone Number: 541-258-4202

Approved as to Form:

BY: _____

Print Name" John "Tre" Kennedy

Title: City Attorney