

AMENDATORY AGREEMENT NO. 5  
to  
AMENDED AND RESTATED TOURISM MARKETING AND VISITOR SERVICES  
CONTRACT #056189  
between  
**THE CITY OF SALEM**  
an Oregon municipal corporation,  
("City")  
and  
**SALEM CONVENTION AND VISITORS ASSOCIATION, dba TRAVEL SALEM,**  
an Oregon non-profit corporation  
("Contractor")  
for  
**TOURISM MARKETING AND VISITOR SERVICES**

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**RECITALS**

1. The City and Contractor previously entered into an Amended and Restated Tourism Marketing and Visitor Services Contract effective September 19, 2006, Amendatory Agreement No. 1 effective August 30, 2012, Amendatory No. 2 effective August 30, 2016, Amendatory Agreement No. 3 effective April 11, 2018, and Amendatory Agreement No. 4 effective October 15, 2018 (collectively referred to herein as "the Contract") to provide tourism marketing and visitor services; and
2. The Parties wish to add Section 7 to the Contract to include management of Tourism Promotion Area funds pursuant to Chapter 38.

**CONTRACT**

**NOW THEREFORE**, the parties agree as follows:

1. Add **Section 7. Tourism Promotion Area.**
  - 7.1. Salem Revised Code (SRC) Chapter 38 establishes a Tourism Promotion Area (TPA) with related amendments to Salem Revised Code (SRC) Chapter 37 which governs the collection, remittance and distribution of Transient Occupancy Taxes (TOT).
  - 7.2. Management of TPA fund shall be conducted by Contractor, the City's Destination Marketing Organization (DMO). Contractor's management of TPA funds shall be consistent with applicable law, including but not limited to, SRC chapter 38 – the Tourism Promotion Area Code of the City of Salem (the "Code").
  - 7.3. Net receipts from the TPA fee (2%) will be distributed to Contractor as follows:

FIFTH AMENDMENT TO THE AMENDED AND RESTATED TOURISM MARKETING  
AND VISITOR SERVICES CONTRACT #056189



7.3.1. Distributions shall be made on or before the 20<sup>th</sup> day of the second month following the close of a month's collections (e.g. July collections paid by September 20).

7.3.2. Contractor shall maintain TPA funds in an account, separate from all other funds.

7.4. Contractor shall modify its bylaws to form a TPA Committee comprised of transient lodging facility operators paying the fee. The bylaws shall provide that the Committee may give recommendations to Contractor on the use and management of TPA funds, and approve a work plan submitted by Contractor to the Committee annually.

7.5. Contractor shall provide a written annual report specific to management of TPA funds to the Contract Administrator on expenditures and activities on or before December 1 of each year during the term of the TPA. The annual report shall include those items listed in section 1.6 "Annual Report" of this Contract, as they apply to the use and management of TPA funds. In addition, Contractor will make an oral presentation to the Salem City Council and answer questions about the annual report. City shall provide time on the City Council agenda for the presentation of Contractor's annual report.

7.6. Except as set forth in this subsection and as context requires otherwise, the other sections of this Contract shall not apply to Contractor's use and management of TPA funds. The following sections SHALL apply: 1.8, 1.9, 2, 3.1, 3.4, 3.5, 3.6, 4 (including all subsections), 5 (including all subsections), and 6 (including all subsections).

7.7. Contractor shall not discriminate against persons with regards to race, color, religion, national origin, sex, age, marital status, domestic partnership, disability, familial status, sexual orientation, gender identity, and source of income.

7.8. Contractor shall not use partnership with or membership in Contractor as the basis for determining which persons or entities to promote with TPA funds.

7.9. Contractor shall ensure that no TPA funds are used to purchase any alcoholic beverages.

7.10. Contractor shall be responsible for Contractor expenditures exceeding the amount of TPA funds available annually under this Contract and for expenditures not consistent with the Code.

7.11. Upon written approval by the Contract Administrator, at the end of each fiscal year (June 30), Contractor may carry forward any unexpended and/or unobligated TPA funds to the next fiscal year.



7.12. Upon termination of this Contract, Contractor shall return any and all unexpended or unobligated TPA funds to City, and within 90 days of termination of the Contract provide a final accounting of all TPA funds for the fiscal year.

2. This Amendatory Agreement No. 5 shall be effective upon its execution by both parties.
3. Except as specifically modified by this Amendatory Agreement No. 5, the terms and conditions of the Contract remain in full force and effect.

**IN WITNESS WHEREOF** the parties have caused this Amendatory Agreement No. 5 to be signed in their respective names by their duly authorized representatives as of the dates set forth below:

CITY OF SALEM, OREGON:

TRAVEL SALEM (CONTRACTOR):

By: \_\_\_\_\_  
Steven D. Powers, City Manager

By: \_\_\_\_\_  
Jake Bryant, Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_