

1. 9:30 A.M. Agenda

Documents:

[2022-09-01 City Council WS And Regular Meeting.pdf](#)

2. Meeting Materials

Documents:

[RFP Visitor Center 2022.Pdf](#)

[Visitors Center Proposal.pdf](#)

[Visitors Center Agreement For 2022.Pdf](#)

[Tourism Promotion Proposal.pdf](#)

[RFP Tourism Promotion Services 2022.Pdf](#)

[Tourism Promotion Agreement For 2022.Pdf](#)

[RES 2020-138.Pdf](#)

[RES 2020-151.Pdf](#)

[RES 2021-171.Pdf](#)

[Contract Municipal Judge.pdf](#)

[2022 July Public Works Department Report.pdf](#)



CITY OF YACHATS
CITY COUNCIL WORK SESSION AND REGULAR MEETING
Yachats OR
Thursday September 1, at 9:30 am
To Be Held Via Zoom

Join Zoom Meeting

<https://us02web.zoom.us/j/84651149572>

Meeting ID: 846 5114 9572

One tap mobile

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AGENDA

Council Work Session

- I. Encouraging and improving community volunteer opportunities and nurturing the spirit of Yachats

Immediately Following Work Session - Regular Council Meeting

- I. Announcements, Proclamations, and Correspondence
- II. Public Comment
- III. New Business
 - a. RFP for Visitor Center & Marketing, the recommended proposal, and contract
 - b. Discuss Oct. 6th council meeting with CM at conference
 - c. Covid policies for review
- IV. Old Business
 - a. Municipal Judge signed contract – Informational
 - b. League of Oregon Cities adopted legislative priorities
- V. Reports
 - a. City Manager
 - b. Public Works Report
- VI. Other Business
 - From Mayor
 - From Council
 - From Staff

The Yachats City Council meetings are open to the public and interested citizens are invited to attend via Zoom. These are open meetings under Oregon law, but a work session is not a community forum; audience participation is at the discretion of the Council. Meetings are audio-recorded. The meeting are accessible to persons with disabilities. For accommodations, please call (541) 547-3565, or Oregon Relay 1-800-735-2900 TDD) two days in advance. City of Yachats does not discriminate on the basis of race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, or any other legally protected status. Sign language or foreign language interpreter may be available, with advance notice. Call City Hall at 541-547-3565 or Oregon Relay 1-800-735-2900 (TDD) two days in advance. POSTED 8/26/22



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PO Box 345 (501 N. Highway 101), Yachats OR 97498

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REQUEST FOR PROPOSALS VISITOR CENTER OPERATIONS

I. GENERAL INFORMATION

A. INTRODUCTION

The City of Yachats (City) is seeking proposals from well-qualified profit or non-profit organization to operate the city's visitor center and provide visitor services for the city for the term of two years. Successful applicants will demonstrate an ability to provide the following: flexible and professional staffing of the visitor center; creative coordination of visitor information; support tourism goals of the Yachats Chamber of Commerce and the City of Yachats; promote off season promotions; other projects and cooperative involvement with local, regional, and state tourism opportunities; and media support services.

B. BACKGROUND

The City of Yachats, population 1000, is in Lincoln County. Yachats is an authentic coastal village destination with many assets - a dramatic coastline, ocean beaches, coastal mountains, old growth rainforest, extensive parks and trails; appealing lodging, dining, shopping, spa and meeting facilities; a river valley with small farms and pasture; a covered bridge; an educated population with strong volunteer spirit; a busy events calendar- community and business; and easy US 101 access to neighboring communities.

C. SOURCE OF FUNDS OF FUNDS AND BUDGET

The source of funds for this service is from the city's Transient Room Tax Fund; not to exceed the budgeted amount of \$30,000.



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D. ANTICIPATED SELECTION SCHEDULE

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

- | | |
|---|---|
| • Release and Request for Proposals | August 8 th 2022 |
| • Proposal Due Date | August 26 th 2022, at 4 p.m. |
| • Evaluation Process | August 29 th , 2022 |
| • Proposal Award Date | September 1, 2022 |
| • Commencement of Contract | September 5, 2022 |
| • The Contract will be retroactive from | July 1, 2022 |

E. QUALIFICATIONS AND EXPERIENCE

Proposers shall have substantial experience with the following:

- Providing professional, effective communication services and visitor information
- Showcase what the Yachats community has to offer
- Have knowledge of local history
- Coordinating with multiple parties to meet deadlines
- Efficient coordinating volunteers

F. SCOPE OF SERVICES

All services shall be provided under the direction of the city manager and city council in coordination with the Yachats Chamber of Commerce to compliment the city's tourism campaign. The visitor fulfillment services provided shall include but not be limited to the following tasks:

- Maintain and operate the City's visitor information center; This will include, but not limited to rent, repairs and maintenance, phone and computer communications, restroom cleaning and supplies, office supplies, postage, accounting, contracted director, and volunteer appreciation
- Maintain visitors' information, pamphlets, brochures, and hand outs
- Support goals of the City of Yachats and Yachats Chamber of Commerce
- Promote community non-profit organization events
- Cooperative involvement with local, regional, and state tourism opportunities
- Respond to phone inquiries during regular business hours, prepare and mail requested information and respond to email requests



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II. PROPOSAL INSTRUCTIONS

A. PROPOSAL SUBMITTAL AND DUE DATE

Proposers shall provide two hard copies of proposer's proposal in a sealed envelope clearly marked: "Confidential: City of Yachats Visitor Center Operation Proposal". Proposals shall be submitted by 4:00 p.m. on August 26, 2022 to:

Heide Lambert, City Manager
City of Yachats
501 Hwy 101 N.
PO Box 345
Yachats, OR 97498

Proposals shall be organized as specified in Article II.E, Proposal Contents. The City assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not received by the City by the above specified time and date will not be considered. Faxed or electronically transmitted proposals will be rejected as non-responsive.

B. INQUIRIES

Questions concerning this RFP should be submitted to:

Heide Lambert, City Manager
City of Yachats
541-547-3565
citymanager@yachatsmail.org

The City will not respond to questions received after 3:00 p.m. on August 22, 2022. Proposers are responsible for contacting the City prior to submitting their proposal to inquire whether any amendments have been issued. There is no pre-proposal meeting scheduled for this RFP.

C. RESERVATION OF RIGHTS

The City reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all proposals; 4) cancel this RFP at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any proposer based on the evaluation criteria set



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forth in this RFP; 6) waive minor informalities contained in any proposal, when, in the City's sole judgment, it is in the City's best interest to do so; and 7) request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified Proposer to perform the services described in this RFP.

D. PROTESTS

Proposers are directed to the protest procedures contained in City Public Contracting Rule 137-047-0730 and 137-047-0740.

E. PROPOSAL CONTENTS

Proposals shall include, at a minimum, the following items:

- Cover Letter. A one or two page cover letter containing:
 - the name of the person(s) authorized to represent the Proposer in negotiating and signing any agreement which may result from the proposal;
 - Entity name and address;
 - Phone, website and email address; and
 - State certification number, if any, as a minority-owned, women-owned, disadvantaged, or emerging small business.
- Staffing. Name and qualifications of the individuals who will provide the requested services and a current résumé for each, including a description of qualifications, skills, and responsibilities. The City is interested in professionals with experience serving small governmental entities and especially serving cities comparable in size to Yachats.
- Approach/Work Plan. Describe how the Proposer approaches marketing and communications with visitors and stakeholders.
- Capacity. Explain proposer's workload capacity and level of experience commensurate with the level of service required by the City.
- Facilities. Explain proposer's facilities and availability of support staff.
- Insurance. Proof of Insurance of \$2 million comprehensive and automobile liability insurance, as well as proof of coverage by Workers' Compensation Insurance or exemption.
- Nondiscrimination. Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class.



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F. PUBLIC RECORDS

All proposals submitted are the property of the City, and are thus subject to disclosure pursuant to the public records law, as qualified by ORS 279B.060. Accordingly, proposals received and opened shall not be available for public inspection until after City's notice of intent to award this contract is issued. Thereafter, except for information marked "Trade Secret", all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked "Trade Secret" to the extent permitted under the Oregon Public Records law.

G. COSTS

Proposers responding to this RFP do so solely at their own expense.

III. PROPOSAL EVALUATION

A. MINIMUM QUALIFICATIONS

The City will review proposals received to determine whether or not each proposer meets the following minimum qualifications:

- Ability to provide the visitor information and marketing provided by the City and Chamber of Commerce.
- Has the financial resources for the performance of the desired marketing and communication services, or the ability to obtain such resources.
- Exhibits extensive knowledge of the history of Yachats
- Is an Equal Opportunity Employer and otherwise qualified by law to enter into the attached Marketing and Communications Services Contract.



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B. EVALUATION CRITERIA

Proposals meeting the above minimum qualifications will be evaluated by the City Manager using the following criteria:

	Maximum Points
1) Specialized experience in the type of work to be performed, specifically including work in a city of similar size.	(50)
2) Qualifications and experience of the staff assigned by Proposer to perform these services.	(50)
3) Quality of proposed approach/work plan.	(25)
4) Familiarity with the City and City locale.	(25)
Maximum Total Points	150

Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked Proposer, the City reserves the right to enter into negotiations with the next highest ranked proposer.

C. SELECTION

The City Manager will evaluate the Proposals. Completed evaluations shall be combined and tallied. Upon completion of its evaluation process, the City Manager shall provide the results of the scoring and ranking to the City Council, along with a recommendation to award the contract to the highest ranked Proposer.

If the City and the highest ranked Proposer are unable for any reason to negotiate a contract the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next highest ranked candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP.

It is the desire of the City to have a contract in place no later than September 7, 2022.



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D. CONTRACT

The City desires to enter into a professional services agreement in the form attached, which includes all necessary operations of the visitor center, whether or not the services are specifically outlined in this RFP.

The selected Proposer will be expected to sign the attached written agreement, which will incorporate this RFP and the awardee's proposal. Submittal of a proposal indicates the Proposer's agreement with the terms of the attached contract and intent to be bound by those terms. Any open terms in the attached contract will be completed, based upon awardee's proposal. Negotiations shall be limited to terms the City chooses to negotiate, in City's sole discretion.

It is anticipated that the City will enter into a two (2) year agreement, which thereafter may be extended upon consent of both parties for two (2) additional two (2) year terms.

The agreement requires that awardee comply with all applicable federal and state laws, rules and regulations.

**The City of Yachats is an Equal Opportunity/Affirmative Action Employer.
Women, Minorities and Disabled Persons are encouraged to apply.**

THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR REVOKED
WITHOUT NOTICE.

August 22, 2022



Heide Lambert, City Manager
City of Yachats
501 Hwy 101 N
PO Box 345
Yachats, OR 97498

Dear City Manager Lambert,

The Yachats Chamber of Commerce is submitting a proposal in response to the Visitors Center Operation RFP released on August 8th, 2022. This proposal demonstrates our organization's interest in working with the City of Yachats. We advocate for coastal community chambers and cities working collaboratively for the vitality of their communities.

The Chamber's Contracted Executive Director comes with a vast background and career in events and tourism, leading strong teams of committee members, volunteers, and staff toward the completion of successful events and projects on the Oregon Coast. Born and raised in Waldport, Oregon, and leading her professional career in Newport, she is a proud coastal representative with a deep knowledge of our communities. She believes the combination of being a coastal native, her marketing experience, administrative, tourism promotion, event production, and direct chamber experience, will contribute to the growth and success of the Yachats Chamber of Commerce, Visitors Center, and the City of Yachats.

The Yachats Visitors Center is staffed by Joan Davies who comes with an incredible knowledge base of Yachats, our promotional materials, our volunteer base, the community, and a great professional history. She brings skills from her past employment that are of great value to our organization.

Please see the attachments for staffing resumes, the proposed work plan, and the approach.

Thank you for your time and consideration.

Sincerely,



Linda Hetzler, Chamber Board President
Yachats Chamber of Commerce and Visitors Center / www.yachats.org
241 Oregon Coast Hwy, Yachats, Oregon
541-961-2915
lindahetzler@me.com

541-270-1995

priceabobbi@gmail.com

SUMMARY OF QUALIFICATIONS

- Event management
- Grant writing
- Publication coordination
- Proficient in Microsoft Office
- Budget management
- Marketing plan creations
- Nonprofit experience
- Database maintenance
- Proficient in creative software
- Website maintenance
- Creative production marketing
- Donor Relationship cultivation
- Public relations
- Social Media
- Volunteer management coordination

PROFESSIONAL EXPERIENCE

7/2009– Present **Tourism Development and Festival Manager**, Greater Newport Chamber of Commerce, Newport, OR

Coordinates and manages all aspects of Chamber fundraising events including Newport Seafood & Wine Festival, Cider Festival, Newport Chamber Golf Classic, COVID-friendly versions of the Newport Seafood & Wine Festival and Know Your Newport Annual Hospitality Training Seminar.

Full management of the large-scale Newport Seafood & Wine Festival, an off-season event bringing over \$150,000 to the Newport Chamber's operating budget and 20,000 visitors and their families to Newport. Management of this event includes; budgeting, marketing plans, sponsorship oversight, volunteer organization, committee organization, product purchasing, contractors scheduling, vendor administration, and working with key municipal, county, and state stakeholders in permitting and code enforcement.

Marketing projects that include monthly creation of the *Communique* membership newsletter and weekly Biz Blurb membership e-blasts and all social media content and posting. Website maintenance for the Chamber and Newport Seafood & Wine Festival. Creation of Chamber programs marketing materials.

Serves as the Chamber liaison to the Discover Newport Marketing Committee with the City of Newport. Actively negotiate all advertising purchases for Discover Newport. Ensuring the Discover Newport marketing budget is current and followed accurately. Oversees the content production and execution of the City of Newport hired advertising agency to ensure the website and social media content is in line with the marketing goals of the City of Newport. Makes purchases of photo, video, and copy-write assets to build the Discover Newport website content. Arranges beautification purchases for the City of Newport Discover Newport committee.

- *Workshop speaker, The People's Coast Summit, Oregon Coast Visitors Center*

Speaking on how to create travel itineraries based on slow mobility and accessibility, slated for October 9th in Yachats

Organization Affiliations: Greater Newport Chamber of Commerce, Oregon Coast Visitors Association, Travel Oregon, National Tour Alliance, IPW, Travelability, Destination Travel Alliance.

541-413-0001

joanvdavies@yahoo.com

Real estate broker, Advantage Real Estate, Newport OR

I have been a licensed Oregon real estate broker since 2006, earning my principal broker license in 2010. I always worked part-time in real estate until I retired, when I was able to commit to being available to clients on a regular basis. I specialize in the Yachats area but have helped clients buy and sell property throughout Lincoln County, as well as other parts of the state of Oregon.

I also contract with the Yachats Area Chamber of Commerce, helping to re-open the office after a two-year closure due to Covid; setting up a gift shop to provide a storefront for local artists; recruiting, training, and scheduling 12 volunteers to provide service to visitors and community seven days a week; and facilitating the merger of the Yachats Visitor Center back with the Chamber, where it had historically operated. I also provide a monthly report of the number of visitors and amount of sales and maintain a large inventory.

City Manager, City of Yachats OR, May 2016-September 2017

Performed duties under the general direction of the mayor and four-person council, for a population of 760. Oversight of annual budget of \$9*million, supervised all employees, including hire and fire authority, for two public works leads; three utility workers; city treasurer, and office secretary. Full responsibility for sidewalks project on Hwy 101, coordinated with ODOT and partially funded by grant; bought land parcel to meet requirements for a water tower to be built south of Yachats River, and obtained IFA forgivable grant and a low-interest loan. Implemented policies and procedures, interpreted and applied city charter, municipal code, and state law; researched, created, and managed budget, coordinated budget needs and approval with department heads; prepared grants and funding applications; oversaw and performed maintenance of official and confidential records; worked directly with the public, city attorney, city engineer, city planner, various consultants; city, county, tribal, state and federal agencies. Attended all council and budget committee meetings, as well as participating in the meetings of multiple volunteer committees established in past years to advise council (trails, streets, parks and buildings, museum, library); took minutes, when needed; determined confidentiality levels of public information and cooperated with the media. I was the first manager ever hired by Yachats, so I was responsible for helping the council and constituents transition to a new way of conducting city business, not to mention the rewording of hundreds of policies and documents.

RELATED PROFESSIONAL EXPERIENCE

- Formal training in grant writing, administering grants and generating reports.
- Expertise in public speaking techniques; effective communication; writing and analyzing
- Expertise in the development and administration of administrative rules, and research and interpretation of federal and state law.
- Development of policies, procedures, and legislative concepts.
- Program management and budget development
- Expertise in employee relations, labor negotiations, contracts, and eligibility determination.

Approach & Work Plan- Visitor Center Services RFP

Scope of Work

To maintain and operate the City's Visitors Center, create and update promotional material. The Visitors Center will represent the City of Yachats and showcase what Yachats has to offer with knowledgeable staff and volunteers.

Visitors Center

The Visitors Center serves as the welcome point to Yachats. The Chamber of Commerce maintains a prime location in the center of town, with high foot traffic and readily available parking. A highly visible location for the Visitors Center to be located.

The Visitors Center returned to the Chamber office in May of 2021. From May 2021-June 2022 the responsibilities of the Visitors Center were subcontracted to the Chamber of Commerce by the contract holder, White Rose Studio. Here are provided monthly totals of visitors through the doors. These numbers show that the Chamber building and a Visitor Center with a good location is a well-utilized tool for people while visiting Yachats.

May 2021 - 809

May 2022 - 788

Jun 2021 - 1209

Jun 2022 - 1360

Jul 2021 - 1820

Jul 2022 - 1770

Aug 2021 - 1429

Aug 2022 - (so far this month, we are at 1,358 with 9 days to go)

Sept 2021 - 1066

Oct 2021 - 694

Nov 2021 - 412

Dec 2021 - 375

Operations of the Visitors Center

Open daily 10 am- 4 pm, our friendly staff and volunteers will greet visitors with knowledge about the area and upcoming events and provide customer service.

When granted the proposal for visitors center operations there will be a lot of work focused on rebuilding the local brochures and guides, maps, and informational resources, along with collecting regional and state travel guides.

Our friendly staff and trained volunteers will answer phones as well as respond to inquiries via email and mail answering questions and providing travel resources.

All leads generated through marketing campaigns, social media, promotions, and events will be responded to with appropriate materials.

Visitors Center volunteer training will be done as new volunteers are recruited and onboarded. We would like to have volunteer team-building opportunities, and appreciation.

The Yachats Chamber website, Yachats.org is a great asset that can be used as the main marketing website, as it already acts as a resource for visitors planning their trip to Yachats. As the previous DiscoverYachats.com website is out of commission, if the return of the particular website is of great importance the Chamber of Commerce can negotiate the rebuilding process with the City of Yachats.

Promotional Material

Printed promotional items are key collateral pieces to have strategically placed around the State of Oregon, to send on to Travel Oregon sales missions and tradeshow, and to put in the hands of visitors when they arrive in town.

The Yachats Chamber of Commerce has had a collection of quality pieces like the Yachats visitors guide, walking map, trails map, tide books, postcards, business listings, hiking, biking, and paddling trail guide. It would be worth exploring the value of these products and which should be updated and brought back into publication.

The Contracted Chamber Executive Director would like to develop new enticing brochures and exploration kits for visitors, as well as update the existing Yachats travel pieces as the budget

allows. All updates will be in-line with the marketing goals and strategic plans of the Yachats Visitors Center and the City of Yachats.

The Chamber will include information on all upcoming events held in Yachats to support the efforts put forth by community groups and organizations in their marketing effort.

The creation of publications, printing, and distribution can be a costly endeavor and would like to see what takes priority with the City of Yachats and their budget.

Destination Management approach in Yachats, Oregon

Destination Management is an important approach to marketing our coastal communities. We need to bring people to Yachats to support businesses and bring in the much-needed transient lodging tax revenue that benefits the city. However, we need to be conscientious of how we do it, our messaging, ways to support tourism, and the impact they have while visiting our community.

Ideas of ways to support the destination management approach:

- Bring attention to Yachats as a walking community to help reduce parking issues
- Create an incentive program to have our visitors participate in keeping Yachats clean
- Web base Walking Tours to promote educational experiences
- Stewardship messaging and programs
- Build kits and quest books to support the nature-based experiences and education families to use while exploring Yachats beaches and trails

We would like to talk with the City of Yachats about the implementation of these ideas and if they align with this year's budget or could be placed into a future budget with a strategic plan of programs that focus on destination management.

Professional Networking

Our Contracted Chamber Executive Director will maintain relationships with industry partners through memberships and participation in tourism conferences, meetings, and summits. The Chamber of Commerce will maintain memberships with the Oregon Coast Visitors Association, the surrounding Chamber of Commerce, and the Oregon Festival & Events Association.

We will represent the City of Yachats at the Oregon Governor's Conference Tourism Conference, surrounding Chamber meetings and networking events, OCVA Summit, and Travel Oregon opportunities.

Community networking is incredibly important to this role as well, our Executive Director will be active and participate with community groups and committees.

Capacity

The level of experience the Contracted Chamber Executive Director, Bobbi Price, and staff Joan Davies bring to this proposal is commensurate with the level of experience required by the City. More details can be referred to in their resumes and cover letter. They both have direct visitor service experience and knowledge of Yachats and surrounding coastal communities. Working in the field of coastal tourism they have deep knowledge of the City of Yachats, and Yachats history. Joan specifically has worked with many of the volunteers in Yachats as she has coordinated the volunteer staffing at the Chamber of Commerce.

Facilities, supplies, and upkeep

The Chamber of Commerce has a public, disability-accessible bathroom that is professionally cleaned, maintained, and well stocked with necessary items, and any repairs that arise.

The Chamber of Commerce is dedicated to ensuring the face of the Visitor Center remains clean, and welcoming.

The office supplies and equipment, building rent, and maintenance, and all items to operate will be sufficiently stocked.

Visitors Center Reports

Reports from the Visitors Center will be submitted quarterly and consist of numbers collected from visitors through the door, information requests, projects, activities, meetings, budgetary status, and local community involvement.

Insurance

The Chamber of Commerce will provide a Certificate of Liability Insurance to the City of Yachats for both the Chamber and the Contracted Chamber of Commerce Executive Director.

Statement of Non-discrimination

The Yachats Chamber of Commerce does not and shall not discriminate on the basis of race, color, religion (creed), gender expression, age, nation origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include but are not limited to, the selection of volunteers, vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members, volunteers, subcontractors, vendors, and clients.

Submitted by the Yachats Chamber of Commerce

Visitor Center Operations Agreement

BETWEEN:

(Consultant)

AND:

City of Yachats,
a municipal corporation

(City)

EFFECTIVE DATE:

July 1, 2022

RECITALS

- A. Pursuant to state law and the Yachats Municipal Code, the City receives transient room tax revenues paid by occupants of transient lodging facilities located within the City.
- B. State law requires that the City spend a portion of the room tax revenues to fund tourism promotion or tourism-related facilities.
- C. Tourism promotion means any of the following activities: 1) advertising, publicizing, or distributing information for the purpose of attracting and welcoming tourists; 2) conducting strategic planning and research necessary to stimulate future tourism development; 3) operating tourism promotion agencies; and 4) marketing special events and festivals designed to attract tourists.
- D. A tourist is a person who, for business, pleasure, recreation or participation in events related to the arts, heritage, or culture, travels more than 50 miles from the person's community of residence to Yachats, or stays overnight in Yachats.
- E. Consultant has knowledge and experience related to tourism promotion, including but not limited to the ability to advertise and market Yachats in such a way as to encourage more people to come, stay, recreate and shop in Yachats.
- F. City has need for the services of a contractor with the particular training, ability, knowledge, and experience possessed by Consultant.
- G. City conducted a procurement pursuant to its duly adopted public contracting rules and Consultant was chosen as the most highly qualified consultant, best suited to meet the City's needs, from all the proposals submitted to the City and City has awarded the contract to Consultant.

AGREEMENT

The City agrees to contract with Consultant for the provision of marketing and communications services, and Consultant agrees to provide marketing and communications services subject to the terms and conditions of this agreement.

AGREEMENT EXHIBITS

The following Exhibits are hereby incorporated by reference into this agreement:

- Exhibit A: Scope of Work
- Exhibit B: City's Request for Proposals for Operations of Visitor Center, issued August 8th, 2022, and Consultant's Proposal for Operations of Visitors Center, dated August 26, 2022
- Exhibit C: Oregon Public Contracting Code Requirements

CONSULTANT'S OBLIGATIONS

1. Term of Agreement. The term of this agreement will commence on July 1, 2022, and will expire on June 30, 2024, unless earlier terminated pursuant to the terms and conditions of this agreement. Upon mutual agreement of the parties, this agreement may be extended for two additional two-year terms.

2. Scope of Project.

Consultant agrees to perform, during the term of this agreement, the following visitor information and marketing, as more particularly described in Exhibits A and B to this agreement:

- Maintain and operate the City's visitor information center; This will include, but not limited to rent, repairs and maintenance, phone and computer communications, restroom cleaning and supplies, office supplies, postage, accounting, contracted director, and volunteer appreciation
- Maintain visitors' information, pamphlets, brochures, and hand outs
- Support goals of the City of Yachats and Yachats Chamber of Commerce
- Promote community non-profit organization events
- Cooperative involvement with local, regional, and state tourism opportunities
- Respond to phone inquiries during regular business hours, prepare and mail requested information and respond to email requests

3. Payment.

- A. Payment for the services described in paragraph 1 of this agreement will be made by the City to the Consultant on a quarterly basis, at an annual rate of \$30,000 (quarterly payments of \$7,500). Quarterly payments will be made on or before July 25, October 25, January 25, and April 25 of each year.

- B. As a condition upon Consultant to receive a full quarterly payment on schedule, Consultant shall have provided City with the quarterly report required under the scope of work. The quarterly reports shall be made on or before July 15, October 15, January 15, and April 15 of each year and shall be complete with the information required under the scope of work. If Consultant does not provide a timely quarterly report, the City may withhold 50% of the quarterly payment amount until Consultant submits the delinquent quarterly report.
- C. Upon request, Consultant will provide the City Manager with supporting documents, records and draft programs evidencing the services provided pursuant to this agreement.

4. Independent Contractor. Consultant is an independent contractor for all purposes and is not entitled to any compensation other than the compensation provided for under this agreement. While the City reserves the right to set various schedules and evaluate the quality of Consultant's completed work, City cannot and will not control the means or manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the work required by this agreement. Consultant is responsible for all federal and state taxes applicable to payments made to Consultant pursuant to this agreement. City will not withhold any amounts to cover Consultant's tax obligations. Consultant is not eligible for any City benefit plans.

5. No Employment Relationship. Consultant acknowledges and agrees that this agreement does not create an employment relationship between the City and Consultant, its officials, employees, agents, or contractors. Consultant further agrees that Consultant is exclusively responsible for all costs and expenses related to Consultant's employment of individuals to perform work pursuant to this agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

6. Federal Funds. If payments made pursuant to this agreement are to be charged against federal funds, Consultant certifies that Consultant is not currently employed by the federal government and the amount charged does not exceed Consultant's normal charge for the type of service provided.

7. Not a PERS Member. Consultant is not a member of the Oregon Public Employees Retirement System, nor employed by any public employer participating in the Retirement System.

8. Compliance with Applicable Laws. Consultant shall comply with all federal, state and local laws and ordinances applicable to the work done pursuant to this agreement, including, without limitation, applicable provisions of the Oregon Public Contract Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C, attached hereto and incorporated herein by this

reference.

9. Insurance. Consultant shall maintain during the life of this agreement and provide certification of the following minimum public liability and property damage insurance, naming City as an additional insured, which shall protect City and Consultant from claims for injuries including accidental death, as well as from claims for property damage, which may arise from the performance of work under this agreement:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
- B. Statutory workers' compensation and employer's liability insurance for the State of Oregon.

Insurance policies shall not be canceled or terminated without 30-days prior written notice to the City.

10. Access to Records.

- A. Consultant will keep an accounting of funds received pursuant to this agreement to ensure that the funds are used as required by this agreement. Consultant will provide the accounting required by this paragraph to the City on or before upon request by the City.
- B. Consultant will maintain Consultant's books, documents, papers, and records related to this agreement for the longer of 1) six years from the date of final completion of this agreement; or 2) until the conclusion of any audit, controversy, or litigation arising out of or related to this agreement.
- C. Consultant acknowledges and agrees that the City shall have reasonable access to Consultant's books, documents, papers, and records related to this agreement during the period described in paragraph B of this section. Consultant will make copies of applicable records available to the City upon request. Payment for cost of copies is reimbursable by the City.

11. Subcontracts and Assignment. Consultant shall not subcontract, assign or transfer any of the work scheduled under this Agreement, without the prior written consent of the City. Notwithstanding City approval of a subcontractor, the Consultant shall remain obligated for full performance under this agreement, and the City shall incur no obligation other than its obligations under this agreement. The Consultant agrees that if subcontractors are employed in the performance of this agreement, the Consultant and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

12. Errors. The Consultant shall perform such additional work as may be necessary to correct errors in the work required under this agreement without undue delays and without additional cost.

13. Confidentiality. Consultant shall maintain the confidentiality of any of City's information that has been marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent Consultant from establishing a claim or defense in an adjudicatory proceeding. Consultant shall require similar agreements from any subcontractors to maintain the confidentiality of information provided by the City.

CITY'S OBLIGATIONS

14. City shall pay Consultant the payments described in paragraph 3 of this agreement upon satisfactory progress and performance made in accordance with the Scope of Work attached as Exhibit A to this agreement and/or specific work tasks agreed to by City and Consultant.

15. City will report the total amount of all payments made to Consultant, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

GENERAL PROVISIONS

16. Termination.

- A. The City may terminate this agreement effective upon delivery of written notice to Consultant or at such later date as may be determined by the City if it becomes clear that the City will not collect sufficient room tax revenues to fund this agreement.
- B. Either party may terminate this agreement, without cause, upon sixty (60) days written notice to the other party.
- C. Either party may terminate this agreement in the event of a breach of the agreement by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the agreement at any time thereafter by giving a written notice of termination.
- D. Upon termination, City will pay Consultant for services rendered prior to the date of termination.
- E. If City breaches this agreement, Consultant's remedy shall be limited to termination of the agreement and receipt of payments to which Consultant is entitled. City shall not be liable for any indirect, incidental, consequential, or special damages under the agreement or any damages arising solely from terminating the agreement in accordance with its terms.

- F. Upon receiving a notice of termination, and except as otherwise directed in writing by City, Consultant shall immediately cease all activities related to the services and work under this agreement. As directed by City, Consultant shall, upon termination, deliver to City all then-existing work product that, if the agreement had been completed, would be required to be delivered to City.

17. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this agreement, the parties shall, upon the request of either party, submit such dispute to binding arbitration. Except as otherwise provided in this agreement, arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the Lincoln County Circuit Court, upon the request of either party submitted in accordance with ORS 36.310. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

Notwithstanding any dispute under this agreement, whether before or during arbitration, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the agreement for undisputed portions of work.

18. Indemnification.

- A. Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City and its officers, employees, agents, and volunteers harmless from any damage, liability, or cost (including reasonable attorney fees and costs of defense) to the extent caused by the intentional or negligent acts, errors, or omissions of Consultant, or its officers, employees, or agents in the performance of this agreement, or with any patent infringement or copyright claims arising out of the use of Consultant's designs or other materials by the City and for any claims or disputes involving subcontractors.
- B. The standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time such services are performed. Consultant will re-perform any services not meeting this standard without additional compensation.

19. Ownership of Work and Documents. All work performed by Consultant and compensated by City pursuant to this agreement shall be the property of City upon payment of full compensation for the work. Consultant hereby conveys, transfers, and

grants to the City all rights of reproduction and the copyright to all such work.

20. Attorney Fees. If either party commences any arbitration, suit, or proceeding against the other to rescind, interpret or enforce the terms of this agreement, the parties agree that the prevailing party shall be awarded reasonable attorney's fees and costs incurred in any such arbitration, action, suit or proceeding and in any later appeals filed as a consequence thereof. Such costs shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

21. Applicable Law. This agreement shall be construed in accordance with Oregon law.

22. Venue. Any legal action or proceeding arising out of or relating to this agreement shall be commenced in the Circuit Court of the State of Oregon for Lincoln County. The parties hereby consent to the jurisdiction of that court, waive any objections to venue and waive any claim that the forum is an inconvenient forum.

23. Severability. If any part, term, or clause of this agreement is held by a court or arbitrator to be unenforceable, of no effect, or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and remain in force as if the agreement did not contain the particular part, term or clause held to be unenforceable.

24. Waiver. No waiver by either the City or Consultant of a breach of any provision of this agreement will operate or be construed as a waiver of any other provision of this agreement or of any subsequent breach of the same provision of this agreement.

25. Modification. No modification of this agreement will be valid unless it is in writing and signed by both parties.

26. Entire Agreement. This agreement represents the entire understanding of City and Consultant as to those matters contained herein. There are no promises, terms, conditions or obligations oral or written other than those contained herein. This agreement supersedes all prior communications, representations or agreements, either oral or written, between the parties relating to the subject matter herein.

27. No Third Party Beneficiaries. This agreement is entered into for the sole benefit of the City and the Consultant, and nothing contained herein is intended for the benefit of any other person or entity.

28. Relationship of Parties. The parties acknowledge and agree that nothing in this agreement is intended to nor shall be construed to create any form of partnership or joint venture relationship between the parties.

29. Headings. Paragraph headings are provided solely for convenience and are not to be used in construing or interpreting this agreement.

30. Counterparts. This agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

31. Notice. All notices given pursuant to this agreement must be in writing and delivered to the parties at the following addresses. Notice given pursuant to this section will be deemed to have been received: 1) on the date of personal delivery; 2) three calendar days after deposit in the United States mail postage prepaid; 3) or on the date of confirmed delivery by: a) registered mail, return receipt requested; or b) overnight delivery. Either party may change its notice address under this section at any time by written notice to the other party.

City:

City of Yachats
Attn: City Manager
PO Box 345
Yachats, OR 97498

Consultant:

Phone:

32. Authority to Execute. Each person executing this agreement on behalf of a party to this Agreement hereby covenants that he or she is duly authorized by that party to bind that party to this agreement.

CONSULTANT:

CITY OF YACHATS:

By: _____
Printed Name: _____
Company: _____
Date: _____
Federal Tax ID # _____

Heide Lambert, City Manager
City of Yachats
Date: _____

Exhibit A

Scope of Work

All services shall be provided under the direction of the city manager and city council in coordination with the Yachats Chamber of Commerce to compliment the city's tourism campaign. The visitor fulfillment services provided shall include but not be limited to the following tasks:

- Maintain and operate the City's visitor information center; This will include, but not limited to rent, repairs and maintenance, phone and computer communications, restroom cleaning and supplies, office supplies, postage, accounting, contracted director, and volunteer appreciation
- Maintain visitors' information, pamphlets, brochures, and hand outs
- Support goals of the City of Yachats and Yachats Chamber of Commerce
- Promote community non-profit organization events
- Cooperative involvement with local, regional, and state tourism opportunities
- Respond to phone inquiries during regular business hours, prepare and mail requested information and respond to email requests

Exhibit B

REQUEST FOR PROPOSALS VISITOR CENTER OPERATIONS

I. GENERAL INFORMATION

A. INTRODUCTION

The City of Yachats (City) is seeking proposals from well-qualified profit or non-profit organization to operate the city's visitor center and provide visitor services for the city for the term of two years. Successful applicants will demonstrate an ability to provide the following: flexible and professional staffing of the visitor center; creative coordination of visitor information; support tourism goals of the Yachats Chamber of Commerce and the City of Yachats; promote off season promotions; other projects and cooperative involvement with local, regional, and state tourism opportunities; and media support services.

B. BACKGROUND

The City of Yachats, population 1000, is in Lincoln County. Yachats is an authentic coastal village destination with many assets - a dramatic coastline, ocean beaches, coastal mountains, old growth rainforest, extensive parks and trails; appealing lodging, dining, shopping, spa and meeting facilities; a river valley with small farms and pasture; a covered bridge; an educated population with strong volunteer spirit; a busy events calendar- community and business; and easy US 101 access to neighboring communities.

C. SOURCE OF FUNDS OF FUNDS AND BUDGET

The source of funds for this service is from the city's Transient Room Tax Fund; not to exceed the budgeted amount of \$30,000.

D. ANTICIPATED SELECTION SCHEDULE

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

- | | |
|---|---|
| • Release and Request for Proposals | August 8 th 2022 |
| • Proposal Due Date | August 26 th 2022, at 4 p.m. |
| • Evaluation Process | August 29th, 2022 |
| • Proposal Award Date | September 1, 2022 |
| • Commencement of Contract | September 5, 2022 |
| • The Contract will be retroactive from | July 1, 2022 |

E. QUALIFICATIONS AND EXPERIENCE

Proposers shall have substantial experience with the following:

- Providing professional, effective communication services and visitor information
- Showcase what the Yachats community has to offer
- Have knowledge of local history
- Coordinating with multiple parties to meet deadlines
- Efficient coordinating volunteers

F. SCOPE OF SERVICES

All services shall be provided under the direction of the city manager and city council in coordination with the Yachats Chamber of Commerce to compliment the city's tourism campaign. The visitor fulfillment services provided shall include but not be limited to the following tasks:

- Maintain and operate the City's visitor information center; This will include, but not limited to rent, repairs and maintenance, phone and computer communications, restroom cleaning and supplies, office supplies, postage, accounting, contracted director, and volunteer appreciation
- Maintain visitors' information, pamphlets, brochures, and hand outs
- Support goals of the City of Yachats and Yachats Chamber of Commerce
- Promote community non-profit organization events
- Cooperative involvement with local, regional, and state tourism opportunities
- Respond to phone inquiries during regular business hours, prepare and mail requested information and respond to email requests

II. PROPOSAL INSTRUCTIONS

A. PROPOSAL SUBMITTAL AND DUE DATE

Proposers shall provide two hard copies of proposer's proposal in a sealed envelope clearly marked: "Confidential: City of Yachats Visitor Center Operation Proposal". Proposals shall be submitted by 4:00 p.m. on August 26, 2022 to:

Heide Lambert, City Manager
City of Yachats
501 Hwy 101 N.
PO Box 345
Yachats, OR 97498

Proposals shall be organized as specified in Article II.E, Proposal Contents. The City assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not received by the City by the above specified time and date will not be considered. Faxed or electronically transmitted proposals will be rejected as non-responsive.

B. INQUIRIES

Questions concerning this RFP should be submitted to:

Heide Lambert, City Manager
City of Yachats
541-547-3565
citymanager@yachatsmail.org

The City will not respond to questions received after 3:00 p.m. on August 22, 2022. Proposers are responsible for contacting the City prior to submitting their proposal to inquire whether any amendments have been issued. There is no pre-proposal meeting scheduled for this RFP.

C. RESERVATION OF RIGHTS

The City reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all proposals; 4) cancel this RFP at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any proposer based on the evaluation criteria set forth in this RFP; 6) waive minor informalities contained in any proposal, when, in the City's sole judgment, it is in the City's best interest to do so; and 7) request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified Proposer to perform the services described in this RFP.

D. PROTESTS

Proposers are directed to the protest procedures contained in City Public Contracting Rule 137-047-0730 and 137-047-0740.

E. PROPOSAL CONTENTS

Proposals shall include, at a minimum, the following items:

- Cover Letter. A one or two page cover letter containing:
 - the name of the person(s) authorized to represent the Proposer in negotiating and signing any agreement which may result from the proposal;
 - Entity name and address;
 - Phone, website and email address; and
 - State certification number, if any, as a minority-owned, women-owned, disadvantaged, or emerging small business.
- Staffing. Name and qualifications of the individuals who will provide the requested services and a current résumé for each, including a description of qualifications, skills, and responsibilities. The City is interested in professionals

with experience serving small governmental entities and especially serving cities comparable in size to Yachats.

- Approach/Work Plan. Describe how the Proposer approaches marketing and communications with visitors and stakeholders.
- Capacity. Explain proposer's workload capacity and level of experience commensurate with the level of service required by the City.
- Facilities. Explain proposer's facilities and availability of support staff.
- Insurance. Proof of Insurance of \$2 million comprehensive and automobile liability insurance, as well as proof of coverage by Workers' Compensation Insurance or exemption.
- Nondiscrimination. Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class.

F. PUBLIC RECORDS

All proposals submitted are the property of the City, and are thus subject to disclosure pursuant to the public records law, as qualified by ORS 279B.060. Accordingly, proposals received and opened shall not be available for public inspection until after City's notice of intent to award this contract is issued. Thereafter, except for information marked "Trade Secret", all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked "Trade Secret" to the extent permitted under the Oregon Public Records law.

G. COSTS

Proposers responding to this RFP do so solely at their own expense.

III. PROPOSAL EVALUATION

A. MINIMUM QUALIFICATIONS

The City will review proposals received to determine whether or not each proposer meets the following minimum qualifications:

- Ability to provide the visitor information and marketing provided by the City and Chamber of Commerce.
- Has the financial resources for the performance of the desired marketing and communication services, or the ability to obtain such resources.

- Exhibits extensive knowledge of the history of Yachats
- Is an Equal Opportunity Employer and otherwise qualified by law to enter into the attached Marketing and Communications Services Contract.

B. EVALUATION CRITERIA

Proposals meeting the above minimum qualifications will be evaluated by the City Manager using the following criteria:

	Maximum Points
1) Specialized experience in the type of work to be performed, specifically including work in a city of similar size.	(50)
2) Qualifications and experience of the staff assigned by Proposer to perform these services.	(50)
3) Quality of proposed approach/work plan.	(25)
4) Familiarity with the City and City locale.	(25)
Maximum Total Points	150

Award will be made to the highest ranked Proposer according to the evaluation criteria. If contract negotiations are unsuccessful with the highest ranked Proposer, the City reserves the right to enter into negotiations with the next highest ranked proposer.

C. SELECTION

The City Manager will evaluate the Proposals. Completed evaluations shall be combined and tallied. Upon completion of its evaluation process, the City Manager shall provide the results of

the scoring and ranking to the City Council, along with a recommendation to award the contract to the highest ranked Proposer.

If the City and the highest ranked Proposer are unable for any reason to negotiate a contract the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next highest ranked candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP.

It is the desire of the City to have a contract in place no later than September 7, 2022.

D. CONTRACT

The City desires to enter into a professional services agreement in the form attached, which includes all necessary operations of the visitor center, whether or not the services are specifically outlined in this RFP.

The selected Proposer will be expected to sign the attached written agreement, which will incorporate this RFP and the awardee's proposal. Submittal of a proposal indicates the Proposer's agreement with the terms of the attached contract and intent to be bound by those terms. Any open terms in the attached contract will be completed, based upon awardee's proposal. Negotiations shall be limited to terms the City chooses to negotiate, in City's sole discretion.

It is anticipated that the City will enter into a two (2) year agreement, which thereafter may be extended upon consent of both parties for two (2) additional two (2) year terms.

The agreement requires that awardee comply with all applicable federal and state laws, rules and regulations.

**The City of Yachats is an Equal Opportunity/Affirmative Action Employer.
Women, Minorities and Disabled Persons are encouraged to apply.**

THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR REVOKED
WITHOUT NOTICE.

Exhibit C

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS
FOR THE PURCHASE OF GOODS AND SERVICES

(1) Consultant shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).

(2) Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).

(3) Consultant shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).

(4) Consultant and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).

(5) Consultant agrees that if Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Consultant or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Consultant by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

(6) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).

(7) All subject employers working under the Consultant are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

(8) Consultant shall pay employees for overtime work performed under the contract

in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3).

(9) The Consultant must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

(10) All sums due the State Unemployment Compensation Fund from the Consultant or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.

(11) The contract may be canceled at the election of City for any willful failure on the part of Consultant to faithfully perform the contract according to its terms.

(12) Consultant certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS Chapters 316, 317 and 318. Consultant certifies it will continue to comply with all such tax laws during the term of this contract. Consultant's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.

(13) Consultant certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.

(14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

August 22, 2022

Heide Lambert, City Manager
City of Yachats
501 Hwy 101 N
PO Box 345
Yachats, OR 97498



Dear City Manager Lambert,

The Yachats Chamber of Commerce is submitting a proposal in response to the Tourism Promotion Services RFP released on August 8th, 2022. This proposal demonstrates our organization's interest in working with the City of Yachats. We advocate for coastal community chambers and cities working collaboratively for the vitality of their communities.

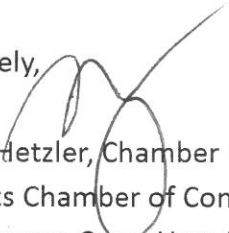
The Chamber's Contracted Executive Director, Bobbi Price comes with a vast background and career in events and tourism, leading strong teams of committee members, volunteers, and staff toward the completion of successful events and projects on the Oregon Coast. Born and raised in Waldport, Oregon, and leading her professional career in Newport, she is a proud coastal representative with a deep knowledge of our communities. She believes the combination of being a coastal native, her marketing experience, administrative, tourism promotion, event production, and direct chamber experience, will contribute to the growth and success of the Yachats Chamber of Commerce, Visitor Center, and the City of Yachats.

The scope of work described in the request for proposal is right in line with the skill set she has developed throughout her career. She looks forward to applying her tailored work experience in Yachats, alongside the Yachats Chamber of Commerce, Visitors Center, and the City of Yachats.

Please see the attachments for the staffing resume, proposed work plan, and approach.

Thank you for your time and consideration.

Sincerely,


Linda Hetzler, Chamber Board President
Yachats Chamber of Commerce and Visitors Center / www.yachats.org
241 Oregon Coast Hwy, Yachats, Oregon
541-961-2915 / lindahetzler@me.com

541-270-1995

priceabobbi@gmail.com

SUMMARY OF QUALIFICATIONS

- Event management
 - Grant writing
 - Budget management
 - Marketing plan creations
 - Creative production marketing
 - Donor Relationship cultivation
 - Publication coordination
 - Nonprofit experience
 - Public relations
 - Proficient in Microsoft Office
 - Database maintenance
 - Social Media
 - Proficient in creative software
 - Website maintenance
 - Volunteer
- management
coordination

PROFESSIONAL EXPERIENCE

7/2009– Present **Tourism Development and Festival Manager**, Greater Newport Chamber of Commerce, Newport, OR

Coordinates and manages all aspects of Chamber fundraising events including Newport Seafood & Wine Festival, Cider Festival, Newport Chamber Golf Classic, COVID-friendly versions of the Newport Seafood & Wine Festival and Know Your Newport Annual Hospitality Training Seminar.

Full management of the large-scale Newport Seafood & Wine Festival, an off-season event bringing over \$150,000 to the Newport Chamber's operating budget and 20,000 visitors and their families to Newport. Management of this event includes; budgeting, marketing plans, sponsorship oversight, volunteer organization, committee organization, product purchasing, contractors scheduling, vendor administration, and working with key municipal, county, and state stakeholders in permitting and code enforcement.

Marketing projects that include monthly creation of the *Communique* membership newsletter and weekly Biz Blurb membership e-blasts and all social media content and posting. Website maintenance for the Chamber and Newport Seafood & Wine Festival. Creation of Chamber programs marketing materials.

Serves as the Chamber liaison to the Discover Newport Marketing Committee with the City of Newport. Actively negotiate all advertising purchases for Discover Newport. Ensuring the Discover Newport marketing budget is current and followed accurately. Oversees the content production and execution of the City of Newport hired advertising agency to ensure the website and social media content is in line with the marketing goals of the City of Newport. Makes purchases of photo, video, and copy-write assets to build the Discover Newport website content. Arranges beautification purchases for the City of Newport Discover Newport committee.

- *Workshop speaker, The People's Coast Summit, Oregon Coast Visitors Center*
Speaking on how to create travel itineraries based on slow mobility and accessibility, slated for October 9th in Yachats

Organization Affiliations: Greater Newport Chamber of Commerce, Oregon Coast Visitors Association, Travel Oregon, National Tour Alliance, IPW, Travelability, Destination Travel Alliance.

Approach & Work Plan- Tourism Promotion Services RFP

Scope of Work

To provide oversight and execution of tourism marketing and events for the City of Yachats by the Yachats Chamber of Commerce. Our organization and Contracted Executive Director will support community organizations with the return of their favorite community events, bring in year-round marketing programs, and off-season events to support annual tourism and destination management.

The Yachats Chamber website and social media pages are the first inspiration points for people planning their next trip to the Oregon Coast. Being such vital inspiration and planning tools, we will curate them to pique the interest of Yachats' target market with a focus on the abundance of culture, art, history, and nature.

Below are these scopes of work in greater detail.

Marketing The Gem of the Oregon Coast

The Yachats Chamber and Visitor Centers website, Yachats.org is a great asset that can be used as the main marketing website, as it already acts as a resource for visitors planning their trip to Yachats. The previous DiscoverYachats.com website is out of commission, if the return of the particular website is of great importance the Chamber of Commerce can negotiate the rebuilding process with the City of Yachats.

Strategic marketing planning will be done quarterly with a content calendar as the planning tool and execution tool for all created content to be utilized for website and social media posts highlighting the upcoming season, activities, nature, culinary, culture, arts, itinerary ideas, events, local businesses, and much more.

The creative content produced will be written articles, photography, and video for blogs, and marketing campaigns, highlighted on the website, and on social media. Content will provide education, inspiration, and information as visitors are planning their next trip to Yachats.

This regular activity will keep the website alive and build the SEO (search engine optimization.) With increased website content, the more traffic this site will get, to increase overall exposure. The website is a great place to gather new visitor email addresses, adding to the existing database for sending digital newsletters that will share upcoming events and seasonal activities

in Yachats. This will continue to be a great source of information for all people planning to spend their hard-earned vacations or long weekends in Yachats.

The website will include a community calendar, a marketing tool for local organizations to fill in with their activities and events. A great source of information for locals and visitors alike.

Destination management is on the top of the mind in tourism messaging across the State and the Pacific Northwest. Our beauty is what draws people and in the messaging, we will focus on the inspiration of stewardship for the Gem of the Oregon Coast while supporting the marketing goals of Yachats.

There will be quarterly reports provided to the City of Yachats to include budgetary, advertising, the performance of the website, social media, and marketing activity. We will utilize Google Analytics to gather data and observe how the activity is tracking for our reports and evaluations of success.

Programs and events to enhance marketing and the tourism experience in Yachats, Oregon

Year-round visitation is vital to the financial viability of businesses and the City alike. The marketing efforts put forth will be a combination of online presence, advertising, and events. Events are an inspiring reason for people to come and enjoy Yachats in the off-season.

Events are an important piece to the marketing efforts as they provide a memorable experience for people to partake in while visiting. They have the potential to be economic driving points when businesses need the boost most.

Our goal is to utilize the Commons, as well as aid community organizations, and build up their events through our marketing ability, community calendar, and event expertise.

Events the Chamber of Commerce currently works on are the 4th of July festivities, activities and fireworks, and the Agate Festival in January.

Events we create for off-season activities will fall in line with the marketing components of nature, culture, culinary, and art. Some ideas we have are:

- Mushroom Festival return
- Driftwood Art Festival
- Holiday Fair & Moonlight Market
- Culinary & Art Trail
- Wine Walks

- Dog-centered festival in the community green space

Each event will have full execution timelines, utilize community volunteers, and have marketing plans. It may take time to build up to the addition of all these events, as each event takes significant planning, resources, volunteers, and potentially additional staff.

Our Contracted Chamber Executive Director will search for organizations to bring events to Yachats for tournaments (cornhole, ax throwing, etc) conferences, and art shows. Each event will bring participants, families, and attendees to stay, shop, eat and play in Yachats.

Events are good measures of success and an opportunity to gather statistical data on the success of our implementation and contract reporting.

Destination Management approach in Yachats, Oregon

Destination Management is an important approach to marketing our coastal communities. We need to bring people to Yachats to support businesses and transient lodging tax revenue that benefits the city. However, we need to be conscientious of how we do it, our messaging, and ways to support tourism impacts when they visit our community.

Ideas of ways to support the destination management approach:

- Bring attention to Yachats as a walking community to help reduce parking issues
- Create an incentive program to have our visitors participate in keeping Yachats clean
- Web base Walking Tours to promote educational experiences
- Stewardship messaging and programs
- Building kits and quest books to support nature exploration and education for families to use while exploring Yachats beaches and trails

We would like to talk with the City of Yachats about the implementation of these ideas and if they align with this year's budget or could be placed into a future budget with a strategic plan of programs that focus on destination management.

Professional Networking

Our Contracted Chamber Executive Director will maintain relationships with industry partners through memberships and participation in tourism conferences, meetings, and summits.

The Yachats Chamber of Commerce and Visitor Center will maintain memberships with the Oregon Coast Visitors Association, the surrounding Chamber of Commerce, and the Oregon Festival & Events Association.

We will represent the City of Yachats at the Oregon Governor's Conference Tourism Conference, surrounding Chamber meetings and networking events, OCVA Summit, and Travel Oregon opportunities.

Community networking is incredibly important to this role as well, our Executive Director will be active participation with community groups and committees.

Capacity

The level of experience the Contracted Chamber Executive Director, Bobbi Price brings to this proposal is commensurate with the level of experience required by the City. More details can be referred to in her resume and cover letter. She has direct experience with marketing coastal communities, Newport to be specific. Working with the City of Newport's transient lodging tax dollars to support destination promotion. She has built tourism events and maintained the tradition of the 45-year-old Newport Seafood & Wine Festival, coordinating with hundreds of service providers, committee members, and volunteers to ensure successful events.

Working in the field of coastal tourism as well as being a central coast native resident, she has deep knowledge of the City of Yachats, and Yachats history.

Facilities

The Contracted Chamber Executive Director will be working from a home office, Chamber of Commerce building, in and around the community.

Insurance

The Chamber of Commerce will provide a Certificate of Liability Insurance to the City of Yachats for both the Chamber and the Contracted Chamber of Commerce and Visitor Center Executive Director.

Statement of Non-discrimination

The Yachats Chamber of Commerce does not and shall not discriminate on the basis of race, color, religion (creed), gender expression, age, nation origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include but are not limited to, the selection of volunteers, vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members, volunteers, subcontractors, vendors, and clients.

Submitted by the Yachats Chamber of Commerce



CITY OF YACHATS

PO Box 345 (501 N. Highway 101), Yachats OR 97498

Phone (541) 547-3565 Fax (541) 547-3063 Relay Oregon 800-735-2900 (TDD)

REQUEST FOR PROPOSALS TOURISM PROMOTION SERVICES

I. GENERAL INFORMATION

A. INTRODUCTION

The City of Yachats (City) is seeking proposals from well-qualified profit or non-profit organization to provide tourism promotion services and marketing for the City in a one-year agreement, which thereafter may be extended upon consent of both parties for up to two additional two-year terms. Successful applicant will demonstrate an ability to provide the following: plan events to be held at The Commons that support tourism, create marketing plan for those events, arrange robust media coverage of events, deliver creative production, marketing content, manage Discover Yachats website, social media marketing, search engine marketing with google, support Yachats Chamber of Commerce and the City of Yachats tourism goals and complete requested statistical reporting.

B. BACKGROUND

The City of Yachats, population 1000, is located in Lincoln County. Yachats is an authentic coastal village destination with many assets - a dramatic coastline, ocean beaches, coastal mountains, old growth rainforest, extensive parks and trails; appealing lodging, dining, shopping, spa and meeting facilities; a river valley with nearby small farms, pastures, and covered bridge; an educated population with strong volunteer spirit; a busy events calendar-community and business; and easy US 101 access to neighboring communities .

C. SOURCE OF FUNDS OF FUNDS AND BUDGET

The source of funds for this service is from the city's Transient Room Tax Fund; Proposals should include a fiscal-year budget of no more than \$55,000.

D. ANTICIPATED SELECTION SCHEDULE

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.



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|---|---|
| • Release and Request for Proposals | August 8 th 2022 |
| • Proposal Due Date | August 26 th 2022, at 4 p.m. |
| • Evaluation Process | August 29th, 2022 |
| • Proposal Award Date | September 1, 2022 |
| • Commencement of Contract | September 5, 2022 |
| • The Contract will be retroactive from | July 1, 2022 |

E. QUALIFICATIONS AND EXPERIENCE

Proposers shall be familiar with Yachats's local history and values and have substantial experience with the following:

- Providing professional, effective communication services and visitor information
- Devising, implementing, and coordinating marketing campaigns and promotions
- Developing and implementing local events tailored towards tourists and showcasing what the Yachats community has to offer
- Coordinating with multiple parties to meet deadlines

F. SCOPE OF SERVICES

All services shall be provided under the direction of the city manager and city council in coordination with the Yachats Chamber of Commerce. The tourism fulfillment services provided shall include but not be limited to the following tasks:

- Plan off-season events (Mushroom Festival, Celtic Festival, Craft Festival, Agate Festival and Honey Festival) to be hosted at The Commons in collaboration with Yachats Chamber of Commerce and community partners.
- Create a marketing plan for these off-season events
- Maintain Discover Yachats Website and content, including community calendar
- Direct Creative Production
- Social Media Marketing
- Search Engine Marketing with Google
- Create Marketing Content
- Support Marketing Goals of the City of Yachats and Yachats Chamber of Commerce
- Assist promotion of community non-profit organization events
- Cooperate with local, regional, and state tourism opportunities to the advantage of the City of Yachats
- Provide Monthly Statistical Reporting on the amounts of negotiations, advertisements, campaigns, website and social media traffic and other requested reports



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II. PROPOSAL INSTRUCTIONS

A. PROPOSAL SUBMITTAL AND DUE DATE

Proposers shall provide two hard copies of proposer's proposal in a sealed envelope clearly marked: "Confidential: City of Yachats Tourism Promotion Services Proposal". Proposals shall be submitted by 4:00 p.m. on August 26, 2022 to:

Heide Lambert, City Manager
City of Yachats
441 Hwy 101 N.
PO Box 345
Yachats, OR 97498

Proposals shall be organized as specified in Article II.E, Proposal Contents. The City assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not received by the City by the above specified time and date will not be considered. Faxed or electronically transmitted proposals will be rejected as non-responsive.

B. INQUIRIES

Questions concerning this RFP should be submitted to:

Heide Lambert, City Manager
City of Yachats
541-547-3565
citymanager@yachatsmail.org

The City will not respond to questions received after 3:00 p.m. on August 22, 2022. Proposers are responsible for contacting the City prior to submitting their proposal to inquire whether any amendments have been issued. There is no pre-proposal meeting scheduled for this RFP.

C. RESERVATION OF RIGHTS

The City reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all proposals; 4)



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cancel this RFP at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any proposer based on the evaluation criteria set forth in this RFP; 6) the city can allow minor deviations from the proposal guidelines, when in the City's sole judgment, it is in the City's best interest to do so; and 7) request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified Proposer to perform the services described in this RFP.

D. PROTESTS

Proposers are directed to the protest procedures contained in City Public Contracting Rule 137-047-0730 and 137-047-0740.

E. PROPOSAL CONTENTS

Proposals shall include, at a minimum, the following items:

- Cover Letter. A one or two page cover letter containing:
 - the name of the person(s) authorized to represent the Proposer in negotiating and signing any agreement which may result from the proposal;
 - Entity name and address;
 - Phone, website and email address; and
 - State certification number, if any, as a minority-owned, women-owned, disadvantaged, or emerging small business.
- Staffing. Name and qualifications of the individuals who will provide the requested services and a current résumé for each, including a description of qualifications, skills, and responsibilities. The City is interested in professionals with experience serving small governmental entities and especially serving cities comparable in size to Yachats.
- Approach/Work Plan. Describe how the Proposer approaches marketing and communications projects. How do you assist clients in using existing resources and leveraging the work you provide for them?
- Capacity. Explain proposer's workload capacity and level of experience commensurate with the level of service required by the City.
- Facilities. Explain proposer's facilities and availability of support staff.
- Insurance. Proof of Insurance of \$2 million comprehensive and automobile liability insurance, as well as proof of coverage by Workers' Compensation Insurance or exemption.
- Nondiscrimination. Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion,



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national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.

F. PUBLIC RECORDS

All proposals submitted are the property of the City, and are thus subject to disclosure pursuant to the public records law, as qualified by ORS 279B.060. Accordingly, proposals received and opened shall not be available for public inspection until after City's notice of intent to award this contract is issued. Thereafter, except for information marked "Trade Secret", all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked "Trade Secret" to the extent permitted under the Oregon Public Records law.

G. COSTS

Proposers responding to this RFP do so solely at their own expense.

III. PROPOSAL EVALUATION
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A. MINIMUM QUALIFICATIONS

The City will review proposals received to determine whether or not each proposer meets the following minimum qualifications:

- Ability to provide tourism promotion and marketing services needed by the City to the standards required by the City.
- Has the financial resources for the performance of the desired marketing and communication services, or the ability to obtain such resources.
- Exhibits extensive knowledge of the history of Yachats
- Is an Equal Opportunity Employer and otherwise qualified by law to enter into the attached Tourism Promotion Services Contract.

B. EVALUATION CRITERIA

Proposals meeting the above minimum qualifications will be evaluated by the City Manager using the following criteria:

	Maximum Points
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|---|------|
| 1) Specialized experience in the type of work to be performed, specifically including work in a city of similar size. | (50) |
| 2) Qualifications and experience of the staff assigned by Proposer to perform these services. | (50) |
| 3) Quality of proposed approach/work plan. | (25) |
| 4) Familiarity with the City and City locale. | (25) |

Maximum Total Points	150
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C. SELECTION

The City Manager will evaluate the Proposals. Completed evaluations shall be combined and tallied. Upon completion of its evaluation process, the City Manager shall provide the results of the scoring and ranking to the City Council, along with a recommendation to award the contract to the highest ranked Proposer.

If the City and the highest ranked Proposer are unable for any reason to negotiate a contract the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next highest ranked candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP.

It is the desire of the City to have a contract in place no later than September 7, 2022.

D. CONTRACT

The City desires to enter into a professional services agreement, whether or not the services are specifically outlined in this RFP.

The selected Proposer will be expected to sign a written agreement, which will incorporate this RFP and the awardee's proposal. Submittal of a proposal indicates the Proposer's agreement with the terms of the attached contract and intent to be bound by those terms. Any open terms in the attached contract will be completed, based upon awardee's proposal. Negotiations shall be limited to terms the City chooses to negotiate, in City's sole discretion.



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It is anticipated that the City will enter into a one-year agreement, which thereafter may be extended upon consent of both parties for up to two additional two-year terms.

The agreement requires that awardee comply with all applicable federal and state laws, rules and regulations.

**The City of Yachats is an Equal Opportunity/Affirmative Action Employer.
Women, Minorities and Disabled Persons are encouraged to apply.**

THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR REVOKED
WITHOUT NOTICE.

Tourism Promotion Agreement

BETWEEN: _____ **(Consultant)**

AND: City of Yachats,
a municipal corporation **(City)**

EFFECTIVE DATE: July 1, 2022

RECITALS

- A. Pursuant to state law and the Yachats Municipal Code, the City receives transient room tax revenues paid by occupants of transient lodging facilities located within the City.
- B. State law requires that the City spend a portion of the room tax revenues to fund tourism promotion or tourism-related facilities.
- C. Tourism promotion means any of the following activities: 1) advertising, publicizing, or distributing information for the purpose of attracting and welcoming tourists; 2) conducting strategic planning and research necessary to stimulate future tourism development; 3) operating tourism promotion agencies; and 4) marketing special events and festivals designed to attract tourists.
- D. A tourist is a person who, for business, pleasure, recreation or participation in events related to the arts, heritage, or culture, travels more than 50 miles from the person's community of residence to Yachats, or stays overnight in Yachats.
- E. Consultant has knowledge and experience related to tourism promotion, including but not limited to the ability to advertise and market Yachats in such a way as to encourage more people to come, stay, recreate and shop in Yachats.
- F. City has need for the services of a contractor with the particular training, ability, knowledge, and experience possessed by Consultant.
- G. City conducted a procurement pursuant to its duly adopted public contracting rules and Consultant was chosen as the most highly qualified consultant, best suited to meet the City's needs, from all the proposals submitted to the City and City has awarded the contract to Consultant.

AGREEMENT

The City agrees to contract with Consultant for the provision of marketing and Tourism Promotion Services Agreement

communications services, and Consultant agrees to provide marketing and communications services subject to the terms and conditions of this agreement.

AGREEMENT EXHIBITS

The following Exhibits are hereby incorporated by reference into this agreement:

- Exhibit A: Scope of Work
- Exhibit B: City's Request for Proposals for Tourism Promotion, issued August 8th, 2022, and Consultant's Proposal for Tourism Promotion, dated August 26, 2022
- Exhibit C: Oregon Public Contracting Code Requirements

CONSULTANT'S OBLIGATIONS

1. Term of Agreement. The term of this agreement will commence on July 1, 2022, and will expire on June 30, 2022, unless earlier terminated pursuant to the terms and conditions of this agreement. Upon mutual agreement of the parties, this agreement may be extended for two additional two-year terms.

2. Scope of Project. Consultant agrees to perform, during the term of this agreement, the following visitor information and marketing, as more particularly described in Exhibits A and B to this agreement:

All services shall be provided under the direction of the city manager and city council in coordination with the Yachats Chamber of Commerce. The tourism fulfillment services provided shall include but not be limited to the following tasks:

- Plan off-season events (Mushroom Festival, Celtic Festival, Craft Festival, Agate Festival and Honey Festival) to be hosted at The Commons in collaboration with Yachats Chamber of Commerce and community partners.
- Create a marketing plan for these off-season events
- Maintain Discover Yachats Website and content, including community calendar
- Direct Creative Production
- Social Media Marketing
- Search Engine Marketing with Google
- Create Marketing Content
- Support Marketing Goals of the City of Yachats and Yachats Chamber of Commerce
- Assist promotion of community non-profit organization events
- Cooperate with local, regional, and state tourism opportunities to the advantage of the City of Yachats
- Provide Monthly Statistical Reporting on the amounts of negotiations, advertisements, campaigns, website and social media traffic and other requested reports.

3. Payment.

- A. Payment for the services described in paragraph 1 of this agreement will be made by the City to the Consultant on a quarterly basis, at an annual rate of \$55,000 (quarterly payments of \$13,750). Quarterly payments will be made on or before September 25, December 25, March 25, and June 25 of each year.
- B. As a condition upon Consultant to receive a full quarterly payment on schedule, Consultant shall have provided City with the quarterly report required under the scope of work. The quarterly reports shall be made on or before July 15, October 15, January 15, and April 15 of each year and shall be complete with the information required under the scope of work. If Consultant does not provide a timely quarterly report, the City may withhold 50% of the quarterly payment amount until Consultant submits the delinquent quarterly report.
- C. Upon request, Consultant will provide the City Manager with supporting documents, records and draft programs evidencing the services provided pursuant to this agreement.

4. Independent Contractor. Consultant is an independent contractor for all purposes and is not entitled to any compensation other than the compensation provided for under this agreement. While the City reserves the right to set various schedules and evaluate the quality of Consultant's completed work, City cannot and will not control the means or manner of Consultant's performance. Consultant is responsible for determining the appropriate means and manner of performing the work required by this agreement. Consultant is responsible for all federal and state taxes applicable to payments made to Consultant pursuant to this agreement. City will not withhold any amounts to cover Consultant's tax obligations. Consultant is not eligible for any City benefit plans.

5. No Employment Relationship. Consultant acknowledges and agrees that this agreement does not create an employment relationship between the City and Consultant, its officials, employees, agents, or contractors. Consultant further agrees that Consultant is exclusively responsible for all costs and expenses related to Consultant's employment of individuals to perform work pursuant to this agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

6. Federal Funds. If payments made pursuant to this agreement are to be charged against federal funds, Consultant certifies that Consultant is not currently employed by the federal government and the amount charged does not exceed Consultant's normal charge for the type of service provided.

7. Not a PERS Member. Consultant is not a member of the Oregon Public

Employees Retirement System, nor employed by any public employer participating in the Retirement System.

8. Compliance with Applicable Laws. Consultant shall comply with all federal, state and local laws and ordinances applicable to the work done pursuant to this agreement, including, without limitation, applicable provisions of the Oregon Public Contract Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C, attached hereto and incorporated herein by this reference.

9. Insurance. Consultant shall maintain during the life of this agreement and provide certification of the following minimum public liability and property damage insurance, naming City as an additional insured, which shall protect City and Consultant from claims for injuries including accidental death, as well as from claims for property damage, which may arise from the performance of work under this agreement:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
- B. Statutory workers' compensation and employer's liability insurance for the State of Oregon.

Insurance policies shall not be canceled or terminated without 30-days prior written notice to the City.

10. Access to Records.

- A. Consultant will keep an accounting of funds received pursuant to this agreement to ensure that the funds are used as required by this agreement. Consultant will provide the accounting required by this paragraph to the City on or before upon request by the City.
- B. Consultant will maintain Consultant's books, documents, papers, and records related to this agreement for the longer of 1) six years from the date of final completion of this agreement; or 2) until the conclusion of any audit, controversy, or litigation arising out of or related to this agreement.
- C. Consultant acknowledges and agrees that the City shall have reasonable access to Consultant's books, documents, papers, and records related to this agreement during the period described in paragraph B of this section. Consultant will make copies of applicable records available to the City upon request. Payment for cost of copies is reimbursable by the City.

11. Subcontracts and Assignment. Consultant shall not subcontract, assign or transfer any of the work scheduled under this Agreement, without the prior written

consent of the City. Notwithstanding City approval of a subcontractor, the Consultant shall remain obligated for full performance under this agreement, and the City shall incur no obligation other than its obligations under this agreement. The Consultant agrees that if subcontractors are employed in the performance of this agreement, the Consultant and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

12. Errors. The Consultant shall perform such additional work as may be necessary to correct errors in the work required under this agreement without undue delays and without additional cost.

13. Confidentiality. Consultant shall maintain the confidentiality of any of City's information that has been marked as confidential, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent Consultant from establishing a claim or defense in an adjudicatory proceeding. Consultant shall require similar agreements from any subcontractors to maintain the confidentiality of information provided by the City.

CITY'S OBLIGATIONS

14. City shall pay Consultant the payments described in paragraph 3 of this agreement upon satisfactory progress and performance made in accordance with the Scope of Work attached as Exhibit A to this agreement and/or specific work tasks agreed to by City and Consultant.

15. City will report the total amount of all payments made to Consultant, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

GENERAL PROVISIONS

16. Termination.

- A. The City may terminate this agreement effective upon delivery of written notice to Consultant or at such later date as may be determined by the City if it becomes clear that the City will not collect sufficient room tax revenues to fund this agreement.
- B. Either party may terminate this agreement, without cause, upon sixty (60) days written notice to the other party.
- C. Either party may terminate this agreement in the event of a breach of the agreement by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the agreement at any time thereafter by giving a written notice of termination.

- D. Upon termination, City will pay Consultant for services rendered prior to the date of termination.
- E. If City breaches this agreement, Consultant's remedy shall be limited to termination of the agreement and receipt of payments to which Consultant is entitled. City shall not be liable for any indirect, incidental, consequential, or special damages under the agreement or any damages arising solely from terminating the agreement in accordance with its terms.
- F. Upon receiving a notice of termination, and except as otherwise directed in writing by City, Consultant shall immediately cease all activities related to the services and work under this agreement. As directed by City, Consultant shall, upon termination, deliver to City all then-existing work product that, if the agreement had been completed, would be required to be delivered to City.

17. Arbitration. If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this agreement, the parties shall, upon the request of either party, submit such dispute to binding arbitration. Except as otherwise provided in this agreement, arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the Lincoln County Circuit Court, upon the request of either party submitted in accordance with ORS 36.310. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

Notwithstanding any dispute under this agreement, whether before or during arbitration, the Consultant shall continue to perform its work pending resolution of a dispute, and the City shall make payments as required by the agreement for undisputed portions of work.

18. Indemnification.

- A. Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City and its officers, employees, agents, and volunteers harmless from any damage, liability, or cost (including reasonable attorney fees and costs of defense) to the extent caused by the intentional or negligent acts, errors, or omissions of Consultant, or its officers, employees, or agents in the performance of this agreement, or with any patent infringement or copyright claims arising out of the use of Consultant's designs or other materials by the City and for any claims or disputes involving subcontractors.
- B. The standard of care applicable to Consultant's service will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time such services are

performed. Consultant will re-perform any services not meeting this standard without additional compensation.

19. Ownership of Work and Documents. All work performed by Consultant and compensated by City pursuant to this agreement shall be the property of City upon payment of full compensation for the work. Consultant hereby conveys, transfers, and grants to the City all rights of reproduction and the copyright to all such work.

20. Attorney Fees. If either party commences any arbitration, suit, or proceeding against the other to rescind, interpret or enforce the terms of this agreement, the parties agree that the prevailing party shall be awarded reasonable attorney's fees and costs incurred in any such arbitration, action, suit or proceeding and in any later appeals filed as a consequence thereof. Such costs shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

21. Applicable Law. This agreement shall be construed in accordance with Oregon law.

22. Venue. Any legal action or proceeding arising out of or relating to this agreement shall be commenced in the Circuit Court of the State of Oregon for Lincoln County. The parties hereby consent to the jurisdiction of that court, waive any objections to venue and waive any claim that the forum is an inconvenient forum.

23. Severability. If any part, term, or clause of this agreement is held by a court or arbitrator to be unenforceable, of no effect, or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and remain in force as if the agreement did not contain the particular part, term or clause held to be unenforceable.

24. Waiver. No waiver by either the City or Consultant of a breach of any provision of this agreement will operate or be construed as a waiver of any other provision of this agreement or of any subsequent breach of the same provision of this agreement.

25. Modification. No modification of this agreement will be valid unless it is in writing and signed by both parties.

26. Entire Agreement. This agreement represents the entire understanding of City and Consultant as to those matters contained herein. There are no promises, terms, conditions or obligations oral or written other than those contained herein. This agreement supersedes all prior communications, representations or agreements, either oral or written, between the parties relating to the subject matter herein.

27. No Third Party Beneficiaries. This agreement is entered into for the sole benefit of the City and the Consultant, and nothing contained herein is intended for the benefit of any other person or entity.

28. Relationship of Parties. The parties acknowledge and agree that nothing in this agreement is intended to nor shall be construed to create any form of partnership or joint venture relationship between the parties.

29. Headings. Paragraph headings are provided solely for convenience and are not to be used in construing or interpreting this agreement.

30. Counterparts. This agreement may be executed in multiple counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

31. Notice. All notices given pursuant to this agreement must be in writing and delivered to the parties at the following addresses. Notice given pursuant to this section will be deemed to have been received: 1) on the date of personal delivery; 2) three calendar days after deposit in the United States mail postage prepaid; 3) or on the date of confirmed delivery by: a) registered mail, return receipt requested; or b) overnight delivery. Either party may change its notice address under this section at any time by written notice to the other party.

City:

City of Yachats
Attn: City Manager
PO Box 345
Yachats, OR 97498

Consultant:

Phone:

32. Authority to Execute. Each person executing this agreement on behalf of a party to this Agreement hereby covenants that he or she is duly authorized by that party to bind that party to this agreement.

CONSULTANT:

CITY OF YACHATS:

By: _____
Printed Name: _____
Company: _____
Date: _____
Federal Tax ID # _____

Heide Lambert, City Manager
City of Yachats
Date: _____

Exhibit A

Scope of Work

All services shall be provided under the direction of the city manager and city council in coordination with the Yachats Chamber of Commerce. The tourism fulfillment services provided shall include but not be limited to the following tasks:

- Plan off-season events (Mushroom Festival, Celtic Festival, Craft Festival, Agate Festival and Honey Festival) to be hosted at The Commons in collaboration with Yachats Chamber of Commerce and community partners.
- Create a marketing plan for these off-season events
- Maintain Discover Yachats Website and content, including community calendar
- Direct Creative Production
- Social Media Marketing
- Search Engine Marketing with Google
- Create Marketing Content
- Support Marketing Goals of the City of Yachats and Yachats Chamber of Commerce
- Assist promotion of community non-profit organization events
- Cooperate with local, regional, and state tourism opportunities to the advantage of the City of Yachats
- Provide Monthly Statistical Reporting on the amounts of negotiations, advertisements, campaigns, website and social media traffic and other requested reports

Exhibit B

REQUEST FOR PROPOSALS TOURISM PROMOTION SERVICES

I. GENERAL INFORMATION

A. INTRODUCTION

The City of Yachats (City) is seeking proposals from well-qualified profit or non-profit organization to provide tourism promotion services and marketing for the City in a one-year

agreement, which thereafter may be extended upon consent of both parties for up to two additional two-year terms. Successful applicant will demonstrate an ability to provide the following: plan events to be held at The Commons that support tourism, create marketing plan for those events, arrange robust media coverage of events, deliver creative production, marketing content, manage Discover Yachats website, social media marketing, search engine marketing with google, support Yachats Chamber of Commerce and the City of Yachats tourism goals and complete requested statistical reporting.

B. BACKGROUND

The City of Yachats, population 1000, is located in Lincoln County. Yachats is an authentic coastal village destination with many assets - a dramatic coastline, ocean beaches, coastal mountains, old growth rainforest, extensive parks and trails; appealing lodging, dining, shopping, spa and meeting facilities; a river valley with nearby small farms, pastures, and covered bridge; an educated population with strong volunteer spirit; a busy events calendar-community and business; and easy US 101 access to neighboring communities .

C. SOURCE OF FUNDS OF FUNDS AND BUDGET

The source of funds for this service is from the city's Transient Room Tax Fund; Proposals should include a fiscal-year budget of no more than \$55,000.

D. ANTICIPATED SELECTION SCHEDULE

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

- | | |
|---|---|
| • Release and Request for Proposals | August 8 th 2022 |
| • Proposal Due Date | August 26 th 2022, at 4 p.m. |
| • Evaluation Process | August 29th, 2022 |
| • Proposal Award Date | September 1, 2022 |
| • Commencement of Contract | September 5, 2022 |
| • The Contract will be retroactive from | July 1, 2022 |

E. QUALIFICATIONS AND EXPERIENCE

Proposers shall be familiar with Yachats's local history and values and have substantial experience with the following:

- Providing professional, effective communication services and visitor information
- Devising, implementing, and coordinating marketing campaigns and promotions

- Developing and implementing local events tailored towards tourists and showcasing what the Yachats community has to offer
- Coordinating with multiple parties to meet deadlines

F. SCOPE OF SERVICES

All services shall be provided under the direction of the city manager and city council in coordination with the Yachats Chamber of Commerce. The tourism fulfillment services provided shall include but not be limited to the following tasks:

- Plan off-season events (Mushroom Festival, Celtic Festival, Craft Festival, Agate Festival and Honey Festival) to be hosted at The Commons in collaboration with Yachats Chamber of Commerce and community partners.
- Create a marketing plan for these off-season events
- Maintain Discover Yachats Website and content, including community calendar
- Direct Creative Production
- Social Media Marketing
- Search Engine Marketing with Google
- Create Marketing Content
- Support Marketing Goals of the City of Yachats and Yachats Chamber of Commerce
- Assist promotion of community non-profit organization events
- Cooperate with local, regional, and state tourism opportunities to the advantage of the City of Yachats
- Provide Monthly Statistical Reporting on the amounts of negotiations, advertisements, campaigns, website and social media traffic and other requested reports

II. PROPOSAL INSTRUCTIONS

A. PROPOSAL SUBMITTAL AND DUE DATE

Proposers shall provide two hard copies of proposer's proposal in a sealed envelope clearly marked: "Confidential: City of Yachats Tourism Promotion Services Proposal". Proposals shall be submitted by 4:00 p.m. on August 26, 2022 to:

Heide Lambert, City Manager
City of Yachats
441 Hwy 101 N.
PO Box 345
Yachats, OR 97498

Proposals shall be organized as specified in Article II.E, Proposal Contents. The City assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not received by the City by the above specified time and date will not be considered. Faxed or electronically transmitted proposals will be rejected as non-responsive.

B. INQUIRIES

Questions concerning this RFP should be submitted to:

Heide Lambert, City Manager
City of Yachats
541-547-3565
citymanager@yachatsmail.org

The City will not respond to questions received after 3:00 p.m. on August 22, 2022. Proposers are responsible for contacting the City prior to submitting their proposal to inquire whether any amendments have been issued. There is no pre-proposal meeting scheduled for this RFP.

C. RESERVATION OF RIGHTS

The City reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all proposals; 4) cancel this RFP at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any proposer based on the evaluation criteria set forth in this RFP; 6) the city can allow minor deviations from the proposal guidelines, when in the City's sole judgment, it is in the City's best interest to do so; and 7) request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified Proposer to perform the services described in this RFP.

D. PROTESTS

Proposers are directed to the protest procedures contained in City Public Contracting Rule 137-047-0730 and 137-047-0740.

E. PROPOSAL CONTENTS

Proposals shall include, at a minimum, the following items:

- Cover Letter. A one or two page cover letter containing:

- the name of the person(s) authorized to represent the Proposer in negotiating and signing any agreement which may result from the proposal;
- Entity name and address;
- Phone, website and email address; and
- State certification number, if any, as a minority-owned, women-owned, disadvantaged, or emerging small business.
- Staffing. Name and qualifications of the individuals who will provide the requested services and a current résumé for each, including a description of qualifications, skills, and responsibilities. The City is interested in professionals with experience serving small governmental entities and especially serving cities comparable in size to Yachats.
- Approach/Work Plan. Describe how the Proposer approaches marketing and communications projects. How do you assist clients in using existing resources and leveraging the work you provide for them?
- Capacity. Explain proposer's workload capacity and level of experience commensurate with the level of service required by the City.
- Facilities. Explain proposer's facilities and availability of support staff.
- Insurance. Proof of Insurance of \$2 million comprehensive and automobile liability insurance, as well as proof of coverage by Workers' Compensation Insurance or exemption.
- Nondiscrimination. Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.

F. PUBLIC RECORDS

All proposals submitted are the property of the City, and are thus subject to disclosure pursuant to the public records law, as qualified by ORS 279B.060. Accordingly, proposals received and opened shall not be available for public inspection until after City's notice of intent to award this contract is issued. Thereafter, except for information marked "Trade Secret", all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked "Trade Secret" to the extent permitted under the Oregon Public Records law.

G. COSTS

Proposers responding to this RFP do so solely at their own expense.

III. PROPOSAL EVALUATION

A. MINIMUM QUALIFICATIONS

The City will review proposals received to determine whether or not each proposer meets the following minimum qualifications:

- Ability to provide tourism promotion and marketing services needed by the City to the standards required by the City.
- Has the financial resources for the performance of the desired marketing and communication services, or the ability to obtain such resources.
- Exhibits extensive knowledge of the history of Yachats
- Is an Equal Opportunity Employer and otherwise qualified by law to enter into the attached Tourism Promotion Services Contract.

B. EVALUATION CRITERIA

Proposals meeting the above minimum qualifications will be evaluated by the City Manager using the following criteria:

	Maximum Points
1) Specialized experience in the type of work to be performed, specifically including work in a city of similar size.	(50)
2) Qualifications and experience of the staff assigned by Proposer to perform these services.	(50)
3) Quality of proposed approach/work plan.	(25)
4) Familiarity with the City and City locale.	(25)
Maximum Total Points	150

C. SELECTION

The City Manager will evaluate the Proposals. Completed evaluations shall be combined and tallied. Upon completion of its evaluation process, the City Manager shall provide the results of the scoring and ranking to the City Council, along with a recommendation to award the contract to the highest ranked Proposer.

If the City and the highest ranked Proposer are unable for any reason to negotiate a contract the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next highest ranked candidate. The

negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFP.

It is the desire of the City to have a contract in place no later than September 7, 2022.

D. CONTRACT

The City desires to enter into a professional services agreement, whether or not the services are specifically outlined in this RFP.

The selected Proposer will be expected to sign a written agreement, which will incorporate this RFP and the awardee's proposal. Submittal of a proposal indicates the Proposer's agreement with the terms of the attached contract and intent to be bound by those terms. Any open terms in the attached contract will be completed, based upon awardee's proposal. Negotiations shall be limited to terms the City chooses to negotiate, in City's sole discretion.

It is anticipated that the City will enter into a one-year agreement, which thereafter may be extended upon consent of both parties for up to two additional two-year terms.

The agreement requires that awardee comply with all applicable federal and state laws, rules and regulations.

**The City of Yachats is an Equal Opportunity/Affirmative Action Employer.
Women, Minorities and Disabled Persons are encouraged to apply.**

THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR REVOKED
WITHOUT NOTICE.

Exhibit C

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS
FOR THE PURCHASE OF GOODS AND SERVICES

(1) Consultant shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).

(2) Consultant shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Consultant or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).

(3) Consultant shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).

(4) Consultant and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).

(5) Consultant agrees that if Consultant fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Consultant or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Consultant by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Consultant or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Consultant an amount equal to said claim until its validity is determined and the claim, if valid, is paid.

(6) Consultant shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Consultant, of all sums which the Consultant agrees to pay for such services and all monies and sums which the Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).

(7) All subject employers working under the Consultant are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

(8) Consultant shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938

(29 USC 201, et seq). ORS 279B.235(3).

(9) The Consultant must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

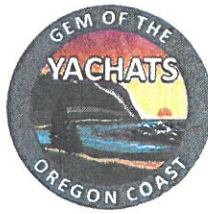
(10) All sums due the State Unemployment Compensation Fund from the Consultant or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.

(11) The contract may be canceled at the election of City for any willful failure on the part of Consultant to faithfully perform the contract according to its terms.

(12) Consultant certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS Chapters 316, 317 and 318. Consultant certifies it will continue to comply with all such tax laws during the term of this contract. Consultant's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law. ORS 279B.045.

(13) Consultant certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.

(14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.



CITY OF YACHATS RESOLUTION NO. 2020-138
A RESOLUTION OF THE CITY OF YACHATS, OREGON REGARDING
OUTDOOR SEATING EXPANSION

WHEREAS, the program has been established in response to the COVID-19 crisis. The program provides opportunity for restaurants and retail businesses to use private parking spaces in proximity to structures which they are located for the purpose of providing outdoor seating, queuing or shopping areas.

WHEREAS, the program allows for a temporary exemption from the parking minimums listed in Yachats Municipal Code (YMC) 9.48,

WHEREAS, a business may use private parking spaces in front of an adjacent business with consent from the neighboring business owner,

WHEREAS, restaurants and retail businesses may use parking spaces along the frontage of their existing business location on private property, not including ADA spaces,

WHEREAS, a maximum of four (4) parking spaces may be used under this program,

WHEREAS, if serving alcohol business owners must hold a valid liquor license and shall provide the City a signed copy of the license issued to them by the Oregon Liquor Control Commission (OLCC) if requested,

WHEREAS, the outdoor area and all things placed thereon shall at all times be maintained in a clean, safe, and orderly condition. Table umbrellas may be used and shall be placed and adequately weighted to ensure that they remain safely in place,

WHEREAS, the business owner shall delineate the perimeter of outdoor area. The barricade may be made of wood, metal, planter pots, rope or other similar materials. The outdoor area shall meet ADA passage standards,

WHEREAS, this program is temporary and shall end on September 30th, 2020, unless extended,

NOW THEREFORE, the City Council of the City of Yachats, Oregon, resolves by Council to:

- Allow private parking spaces in proximity to structures for the purpose of providing outdoor seating, queuing or shopping areas,
- The program shall end on September 30th, 2020,

This Resolution memorializes action taken by the Council on July 15, 2020 and is effective as of that date.



Shannon Beaucaire, City Manager

By:  CITY OF YACHATS

W. John Moore, Chair



**CITY OF YACHATS RESOLUTION NO. 2020-151
A RESOLUTION OF THE CITY OF YACHATS, OREGON REGARDING
OUTDOOR SEATING EXTENSION**

WHEREAS, the program has been established in response to the COVID-19 crisis. The program provides opportunity for restaurants and retail businesses to use private parking spaces in proximity to structures which they are located for the purpose of providing outdoor seating, queuing or shopping areas.

WHEREAS, the program allows for a temporary exemption from the parking minimums listed in Yachats Municipal Code (YMC) 9.48,

WHEREAS, a business may use private parking spaces in front of an adjacent business with consent from the neighboring business owner,

WHEREAS, restaurants and retail businesses may use parking spaces along the frontage of their existing business location on private property; not including ADA spaces,

WHEREAS, a maximum of four (4) parking spaces may be used under this program,

WHEREAS, if serving alcohol business owners must hold a valid liquor license and shall provide the City a signed copy of the license issued to them by the Oregon Liquor Control Commission (OLCC) if requested,

WHEREAS, the outdoor area and all things placed thereon shall at all times be maintained in a clean, safe, and orderly condition. Table umbrellas may be used and shall be placed and adequately weighted to ensure that they remain safely in place,

WHEREAS, the business owner shall delineate the perimeter of outdoor area. The barricade may be made of wood, metal, planter pots, rope or other similar materials. The outdoor area shall meet ADA passage standards,

WHEREAS, this program continues to be useful during the COVID-19 public health crisis,

NOW THEREFORE, the City Council of the City of Yachats, Oregon, resolves by Council to:

- Allow private parking spaces in proximity to structures for the purpose of providing outdoor seating, queuing or shopping areas, and
- Extend the program through December 31, 2020,

This Resolution memorializes action taken by the Council on September 23, 2020 and is effective as of that date.

Shannon Beaucaire

Shannon Beaucaire, City Manager

CITY OF YACHATS

By: W. John Moore

W. John Moore, Chair

Signature: *Shannon Beaucaire*

Email: citymanager@yachatsmail.org

Signature: *W. John Moore*
W. John Moore (Dec 10, 2020 11:23 PST)

Email: mayor@yachatsmail.org



**CITY OF YACHATS RESOLUTION NO. 2021-171
A RESOLUTION OF THE CITY OF YACHATS, OREGON REGARDING
OUTDOOR SEATING EXPANSION**

WHEREAS, the program has been established in response to the COVID-19 crisis. The program provides opportunity for restaurants and retail businesses to use private parking spaces in proximity to structures which they are located for the purpose of providing outdoor seating, queuing or shopping areas.

WHEREAS, the program allows for a temporary exemption from the parking minimums listed in Yachats Municipal Code (YMC) 9.48,

WHEREAS, a business may use private parking spaces in front of an adjacent business with consent from the neighboring business owner,

WHEREAS, restaurants and retail businesses may use parking spaces along the frontage of their existing business location on private property; not including ADA spaces,

WHEREAS, a maximum of four (4) parking spaces may be used under this program,

WHEREAS, if serving alcohol business owners must hold a valid liquor license and shall provide the City a signed copy of the license issued to them by the Oregon Liquor Control Commission (OLCC) if requested,

WHEREAS, the outdoor area and all things placed thereon shall at all times be maintained in a clean, safe, and orderly condition. Table umbrellas may be used and shall be placed and adequately weighted to ensure that they remain safely in place,

WHEREAS, the business owner shall delineate the perimeter of outdoor area. The barricade may be made of wood, metal, planter pots, rope or other similar materials. The outdoor area shall meet ADA passage standards,

WHEREAS, this program will continue while the city is under a state of emergency due to the Covid-19 pandemic.

NOW THEREFORE, the City Council of the City of Yachats, Oregon, resolves to:

- Allow private parking spaces in proximity to structures for the purpose of providing outdoor seating, queuing or shopping areas.

This Resolution memorializes action taken by the Council on March 17, 2021 and is effective as of that date.

Leslie Anne Federn Vaaler
Leslie Vaaler, Mayor

Kathleen L. Guenther for Shannon Beaucaire
Shannon Beaucaire, City Manager



CITY OF YACHATS

PO Box 345 (501 N. Highway 101), Yachats OR 97498

Phone (541) 547-3565

Fax (541) 547-3063

Relay Oregon 800-735-2900 (TDD)

City of Yachats Agreement for Municipal Judge

This agreement is entered into by and between the City of Yachats, Oregon, a municipal corporation (City), and Gretchen Havner (Ms. Havner), on the last date indicated by their signatures below.

Whereas the City desires to retain the services of Ms. Havner as Municipal Judge;

Whereas Ms. Havner desires to provide services to the City as Municipal Judge;

Now, therefore in consideration of the above, Ms. Havner and the City agree as follows:

Section 1: Duties

- A. Ms. Havner will serve as the judicial officer of the City and will hold within the City, a such place specified by the City Council, a court known as the Municipal Court for the City of Yachats, Lincoln County, Oregon.
- B. The Municipal Judge will have such powers and perform such duties or functions consistent with State law, City charter and City ordinance.

Section 2: Term

- A. Ms. Havner will serve as Municipal Judge at the pleasure of the City Council. This Agreement will continue unless terminated by Ms. Havner or the City with at least thirty (30) days written notice to the other party. Ms. Havner may be removed from office by the City Council for any reason in the Councils' sole discretion.
- B. Ms. Havner will remain in good standing a member of the Oregon State Bar while serving as Municipal Judge. Ms. Havner will maintain during the life of this Agreement and provide certification of professional liability insurance as required for active membership in the Oregon State Bar. Ms. Havner shall maintain all educational requirements for the position of Municipal Judge and comply with all reporting requirements under the Oregon Revised Statutes.

Section 3: Compensation

- A. Ms. Havner will be compensated for services provided in the judicial function of Municipal Judge at an hourly rate of \$125.00. This includes preparing notices and other correspondence, telephone calls in connection with a Municipal Court matter, holding or conducting appearances and hearings, legal



CITY OF YACHATS

PO Box 345 (501 N. Highway 101), Yachats OR 97498

Phone (541) 547-3565

Fax (541) 547-3063

Relay Oregon 800-735-2900 (TDD)

research in connection with a Municipal Court matter, issuing subpoenas, and issuing processes necessary to enforce orders or judgements of the Municipal court.

- B. Ms. Havner will be compensated for services provided in the administrative function of Municipal Judge at and hourly rate of \$75.00. This includes working with City staff to establish and administer the organization, policies, and priorities for the Municipal Court.
- C. Costs: The City is responsible for costs incurred by Ms. Havner in fulfilling her duties as Municipal Judge. This includes postage, recording fees, filing service, witness or court reporter fees, and other similarly incurred costs, but does not include basic computer research charges and telephone or photocopy charges.
- D. Travel reimbursement: The City will reimburse Ms. Havner for mileage for travel within or outside Lincoln County at the IRS mileage rate. If travel outside Lincoln County is necessary, Ms. Havner will also be compensated at one-half the hourly rate of \$125.00 for travel time.

Monthly billing statements will include a summary of services rendered and time spent, and the costs incurred by Ms. Havner. Time spent on copying, faxing, mailing or other similar tasks will normally be listed as "No Charge" in these billing statements.

Payment in full is due within twenty (20) days of receipt of invoice. If the account is not paid in full within thirty (30) days of receipt of invoice, Ms. Havner reserves the right to terminate all work for client, unless other arrangements are made prior to the due date.

Section 4: Conflicts

- A. The City will allow Ms. Havner to appoint, with the concurrence of the Mayor, Municipal Judges pro tem at the same hourly rate stated above for judicial function where Ms. Havner has a conflict of interest or is unable to serve for other reasons.
- B. A Municipal Judge may be privy to information or confidences relating to the normal operation and function of the City government. Accordingly, Ms. Havner will not represent any party to a suit or action against the City or its officers, employees, or agents in their official capacity for a period of three (3) year following termination of this Agreement.

Section 5: Other Provisions

- A. The City will pay for expenses associated with Ms. Havner attending seminars or conferences related to her duties as Municipal Judge to the extent that such expenses are reasonable and necessary, as



CITY OF YACHATS

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Relay Oregon 800-735-2900 (TDD)

determined by the City Council, and subject to availability of funds and as approved in the City's annual budget. City will reimburse for these expenses only if Ms. Havner receives prior approval.

- B. In the event a change in the duties of Municipal Judge occurs or is mutually agreed upon between Ms. Havner and the City, an appropriate adjustment in the hourly rate paid to Ms. Havner will be determined by the parties.
- C. Ms. Havner is providing services as an independent contractor and not as an employee of the City. Ms. Havner is not eligible to receive any benefits otherwise provided to employees of the City. Ms. Havner will maintain a separate office space apart from the City offices and may provide judicial services to other municipal entities.
- D. Ms. Havner will maintain and the City and its duly authorized representatives will have access to the books, document, papers, and records of Ms. Havner which are directly pertinent to this Agreement for purposes of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records will be made available upon request. Payment for cost of copies is reimbursable by the City.
- E. Except as otherwise expressly provided in this Agreement, Ms. Havner will not subcontract, assign, or transfer any of the work scheduled under this Agreement without the prior written consent of the City.

IN WITNESS THERE OF on the last signature date bellow the parties have executed this Agreement.

Leslie Vaaler, Mayor
City of Yachats

Date

Gretchen Havner, Municipal Judge
City of Yachats

Date

Date: August 5, 2022
To: Heide Lambert, City Manager
From: Public Works Department
Re: July 2022 Public Works Report

Rainfall at Yachats Public Works:

	<u>Inches</u>			
	2022	2021	2020	2019
July	0.19	0.14	0.05	0.75
Rain year to date:	35.70	29.74	33.87	34.66

Total water production: **n/a gallons** Water loss efficiency: **n/a %**

Total water accounted for: **n/a gallons**

Total wastewater treated: **4,523,000 gallons**

The following is a list of what was done by Public Works staff in July 2022.

Streets:

- Multiple potholes filled.
- Brush cut corner of Yachats River Rd. and Hwy 101.

Storm Drainage:

- Gender storm drain culvert installation.

Water Treatment Plant:

- Water systems operations.
- Plant Maintc.
- Cleaned Reedy Creek screen.
- Cleaned roof on 200K Reservoir.

Distribution Sys:

- Meter reading.
- Meter maintc.
- Hydrant bollard replace.
- Hydrant work on 8th St. and on 4th St.
- One load of rock for hydrant replacement.
- Remove discontinued blow-off on Ocean View Drive.

Wastewater Treatment Plant:

- Wastewater systems operations.
- Plant maintc. & clean-up.
- Biosolids operations.

Collection Sys:

- Lift station inspections.
- Degreased Lift Stations.
- Electrician worked on Main lift station wiring.
- Riverside lift station brush cut.

Public Works:

- Shop maintc. and clean up.
- Fleet maintc. & repair.
- Equipment maintc. and repair.
- Multiple locates.
- Brush box handling.
- PW administration.
- Piles picked up for Trails crew.
- U.S. flags removed.
- Public Works dirt pile hauled to city fill site.
- Playground work orders.
- Purchased WW Tractor.

Parks, Commons and City Hall:

- Misc. work orders.