

1. 10:00 A.M. Agenda

Documents:

[2024-03-05 Finance Committee Agenda.pdf](#)

2. OSU Documents

Documents:

[AgreementSummary.pdf](#)
[2022-006924_City_Of_Yachats_Database_Upgrade_Signed.pdf](#)
[2022-006924_A1_Yachats_Signed.pdf](#)
[2022-006924_A2_City_Of_Yachats_Signed.pdf](#)
[2023-009254_A1_CASS_City_Of_Yachats.pdf](#)
[2023-009254_CASS_City_Of_Yachats.pdf](#)
[Amendment Two CASS-Service Agreement CityofYachats-1.Pdf](#)
[YachatsFinanceMeeting_20240305_V2.Pdf](#)
[OSU CASS Handout_20240305.Pdf](#)

3. Meeting Material

Documents:

[5-Year CIP Plan Draft 2024-03-04 City Hall.pdf](#)
[5-Year CIP Plan Draft 2024-03-04 Commons.pdf](#)
[5-Year CIP Plan Draft 2024-03-04 Library.pdf](#)
[5-Year CIP Plan Draft 2024-03-04 Llcm.pdf](#)
[5-Year CIP Plan Draft 2024-03-04 Parks And Trails.pdf](#)
[5-Year CIP Plan Draft 2024-03-04 Streets And Storms.pdf](#)
[5-Year CIP Plan Draft 2024-03-04 Wastewater.pdf](#)
[5-Year CIP Plan Draft 2024-03-04 Water.pdf](#)
[CIP Spend YTD Presentation 2024-03-04 General Fund.pdf](#)
[CIP Spend YTD Presentation 2024-03-04 Public Works.pdf](#)
[Invoices To Code As Cip PDF.pdf](#)



CITY OF YACHATS
FINANCE COMMITTEE WORK SESSION MEETING
Tuesday March 5, 2024 at 10:00am
To Be Held Via Zoom & In Person Located at:
Commons Building, Civic Meeting Room 1
441 Hwy 101 N., Yachats OR 97498

Join Zoom Meeting

<https://us02web.zoom.us/j/86120535365>

Meeting ID: 861 2053 5365

- I. Meeting Called to Order
- II. Announcements and Correspondence
- III. Citizens' Concerns (limited to items not on the agenda, 5-minute limitation per person)
- VI. New Business
 - a. Special Presentation- OSU Database Overview
- VII. Ongoing Business
 - a. Continuation of Budget & CIP Review
- VIII. Other Business
 - a. From Staff
 - b. From Staff

The Yachats City meetings are open to the public and being held via Zoom. These are open meetings under Oregon law. 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 03/05/24 By: Kimmie Jackson, Deputy City Recorder

Agreement Number	Period	NTE	Date Signed
2022-006924	10/1/2021 - 6/30/2022	\$ 4,000.00	9/27/2021
2022-006924 A1	Same	\$ 16,000.00	11/23/2021\$12K increase to revive and deploy the YachatsOregon2 site
2022-006924 A2	Same	\$ 26,000.00	3/30/2022\$10K increase to work on Open Authentication (work not to exceed \$8K)
2023-009254	7/18/2022 - 6/30/2023	\$ 25,000.00	7/18/2022new agreement; start of the Service Orders
2023-009254 A1	Same	\$ 50,000.00	4/7/2023\$25k increase
2023-009254 A2	extended to 6/30/2024	\$ 125,000.00	5/22/2023\$75K increase for FY24
Agreement	NTE	Billed	
2022-006924	\$ 26,000.00	\$ 25,435.69	
2023-009254 FY23	\$ 50,000.00	\$ 57,290.17	For some reason I had \$83K in my spreadsheet for NTE. I can't recall if that was an updated budget Greg told me was coming or... ? I'm investigating
2023-009254 FY24	\$ 75,000.00	\$ 54,747.09	through 12/31/2023
	\$ 125,000.00	\$ 112,037.26	
remaining	\$	12,962.74	

**SERVICE AGREEMENT #2022-006924
OREGON STATE UNIVERSITY**

Yachats Database Upgrade

THIS SERVICE AGREEMENT (the “**Agreement**”) is entered into between OREGON STATE UNIVERSITY on behalf of its Center for Applied Systems and Software (CASS) (“**OSU**”), located in Corvallis, Oregon; and **City of Yachats** (“**Purchaser**”) located in Yachats, Oregon.

Oregon Revised Statute, Chapter 352, allows OSU to engage in the sale of goods and services to non-OSU entities for fees when such services or goods are directly and substantially related to the mission of OSU, which includes teaching, research, and public service.

In consideration of the terms and conditions listed in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, OSU and Purchaser agree as follows:

1. Term and Termination:

1. This Agreement shall be effective as of the date of the last signature, and cover the performance period beginning **October 1, 2021 through June 30, 2022** (the “Performance Period”). The terms and conditions of this Agreement shall cover the Performance Period. This Agreement may be renewed for two (2) additional one (1) year periods. However, the Agreement shall not exceed a maximum term of three (3) years cumulative. Extensions, if any, must be in writing and signed by both parties.
2. The Term of this Agreement will expire: (a) upon completion of the Performance Period, June 30, 2022; or (b) upon mutual consent of the parties to terminate; or (3) by one party’s intent to terminate upon thirty (30) days prior written notice to the other party. At Purchaser’s request and expense, OSU will return to Purchaser or destroy all unused materials provided by Purchaser.

2. **The Services:** OSU shall provide the services described in Attachment A, Statement of Work, which includes business analysis and estimation for a Phase One and Phase Two software system for Purchaser. The final deliverable of this investigation will be a document that summarizes project requirements, estimated costs and an estimated schedule needed to design, build, test and release each phase.

3. **Consideration.** As consideration for performance of the Work, Purchaser will pay OSU an amount not to exceed **\$4,000**. OSU shall provide Purchaser with an invoice for Services performed at rates and as described in Attachment A. Payment is due upon receipt of invoice and shall be remitted to the address provided below. Amounts unpaid after thirty (30) days from the date of the invoice will accrue interest at 8% per annum on the outstanding balance until paid in full (OSU Standard 576-010-0000).

Oregon State University,
Center for Applied Systems & Software
ATTN: Accounting / Alyssa Calder
201 Covell Hall
Corvallis, OR 97331-2102.

4. **General Terms and Conditions:**

- 4.1. **Intellectual Property:** OSU has no interest in the deliverables provided under this Agreement. Deliverables shall be Purchaser's property and shall be deemed to be trade secrets to the extent permitted by law.
- 4.2. **Independent Contractor:** The parties are independent contractors and not partners, joint venturers, or principal and agent. Neither party has the right or authority to act on behalf of the other or to bind the other in any way.
- 4.3. **Confidentiality:** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by Purchaser or non-written information and data disclosed by Purchaser that is identified at the time of Purchaser disclosure to OSU as confidential and is reduced to writing and transmitted to OSU within thirty (30) days of such non-written disclosure. OSU agrees to use the same degree of care it uses to protect its own confidential information. OSU's obligations do not apply to information in the public domain or independently known or obtained by OSU. OSU's obligation under this provision is subject to the Oregon Public Records Law, ORS 192.311 to 192.355.
- 4.4. **Publicity:** Neither party will use the name, service mark, trademark, or abbreviation of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representative of the other party.
- 4.5. **Liability:** In no event will OSU be responsible for any damages or penalties resulting from OSU's provision of services, including the testing or reporting of test results, called for by this Agreement or from the use or distribution of the materials tested.
- 4.6. **Warranties:** Although OSU endeavors to provide accurate testing and reporting, the testing and reporting of results under this Agreement are provided by OSU without any warranty, expressed or implied, as to their accuracy. Further, OSU makes no warranties about the services provided hereunder, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose or use or any warranty of non-infringement.
- 4.7. **Notice:** Unless specifically directed otherwise in the Agreement, whenever written notice is required by this Agreement, it must be delivered to the address (es) indicated below by: certified mail, postage pre-paid, return receipt requested; hand delivery; commercial overnight delivery service such as Federal Express or United Parcel Service; Email; or Facsimile. Either party may change its address for notices by written notice to the other. Notice is effective when received.

For OSU:

Carrie Hertel, Director
Software Dev Group
Center for Applied Systems & Software
Oregon State University
224 Milne Computer Center
Corvallis, OR 97331
T: 541-737-6012
carrie.hertel@oregonstate.edu

For City of Yachats

Katherine Guenther
Interim City Manager
City of Yachats
501 Hwy 101 N
PO Box 345
Yachats, OR 97498
T: 541-547-3565 ext. 102
citymanager@yachatsmail.org

for Notices only:

Contracts Officer
Procurement & Contract Services | PCMM
Oregon State University
644 SW 13th Street
Corvallis, OR 97333
T: 541-737-4261
contract.services@oregonstate.edu

- 4.8. Amendment and Extension: This Agreement may be amended or extended only by written agreement signed by each party's authorized representative.
- 4.9. Governing Law: This Agreement is governed and construed in accordance with the laws of the State of Oregon.
- 4.10. Compliance with Applicable Law: The parties must comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to obligations and responsibilities described in this Agreement. The parties will consult with each other and make efforts to amicably and in good faith resolve dispute or misunderstandings that arise in administration of this Agreement
- 4.11. Indemnity and Insurance. Purchaser agrees to indemnify and hold harmless OSU, its officers, members, employees, and agents against any claims arising out of Purchaser's activities in connection with this Agreement, including Purchaser's use, sale, or distribution of materials tested and results received, and against any claims arising out of Purchaser's breach of this Agreement. OSU agrees to be responsible for any damage or any third party liability, which may arise from the performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution Article IX, Section 7, to the extent of liability arising out of the negligence of OSU. OSU shall not be required to indemnify or defend the Purchaser for any liability arising out of the wrongful acts of employees or agents of the Purchaser.
- 4.12. Insurance. OSU is self-insured under ORS 351.096, with adequate levels of excess general liability and commercial auto liability insurance, and maintains workers' compensation insurance for its employees in conformance with ORS Chapter 656.017. Oregon State University does not waive the right to subrogation.

- 4.13. Severability of Provisions. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal and enforceable.
- 4.14. Costs. Each party will bear its own costs arising out of the negotiation, preparation and execution of this Agreement.
- 4.15. Warranty of Execution. Each party warrants that the execution, delivery, and performance of this Agreement is valid and duly authorized by the party.
- 4.16. Force Majeure Event. Neither party shall be responsible nor liable for any losses arising out of any delay in or interruption of the performance of its obligations under this Agreement due to acts of God, strikes, lockouts, riots, acts of war, terrorism, epidemics, pandemics, or other health emergencies, governmental regulations, fire, severe weather conditions, flight delays, or other causes beyond the reasonable control of the party so affected at the time such causes arise (a "Force Majeure Event"). If delay due to a Force Majeure Event continues for an unreasonable time, then OSU is entitled to terminate the Agreement without penalty.
- 4.17. Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, and all of which together shall constitute one in the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original.
- 4.18. Merger: This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties. Any such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

[SIGNATURE PANEL FOLLOWS]

ACKNOWLEDGMENT

The parties, by the signature below of their authorized representatives, acknowledge having read and understood this Agreement and agree to be bound by its terms and conditions. Neither party shall be accorded any advantage over the other because of being the drafter of any of the language of this Agreement.

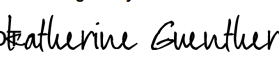
OREGON STATE UNIVERSITY:

City of Yachats, Oregon:

DocuSigned by:

 By: _____ 9/27/2021 | 11:12:57 PDT
 Date

Katie Lanker, CPPB
 Contract Services Manager
 Procurement & Contract Services | PCMM

DocuSigned by:

 By: _____ 9/20/2021 | 14:12:02 PDT
 Date

Interim City Manager

CASS Approval:

DocuSigned by:

 By: _____ 9/27/2021 | 09:23:52 PDT
 Date

Carrie Hertel, Director
 CASS Software Dev Group

ATTACHMENT A
OREGON STAT UNIVERSITY
Yachats Database Upgrade

Statement of Work

Contractor: Oregon State University (OSU)

Agreement No. 2022-006924

1. Project Summary:

The OSU Center for Applied Systems and Software (CASS) will work with Purchaser to identify key requirements / changes that would be needed for the Purchaser to provide a more cohesive and efficient system for its citizens and city services to meet the needs of Purchaser:

The goals of this investigation will be:

- Identify key product requirements using current system knowledge, interviews and workshops as needed.
- Investigate the effort and cost required to provide development services for:
 - Phase 1: Setting up a system using the current site and add in the old system for a full view of services for Purchaser review. Implement identified changes and enhancements from the initial Purchaser review.
 - Phase 2 (Option 1): System with citizen requests that includes both complaints and service requests.
 - Phase 2 (Option 2): System with citizen requests for just the complaints phase.
- Produce an estimate of the calendar time and costs required to complete the development, testing and release of the application(s).

Deliverable for this effort is a completed Vision & Scope of this project including an estimate of development Phase 1 and Phase 2 (two options) should the project move forward into development.

2. Projected Services & Associated Fees:

Development services provided by CASS staff at the hourly rates in the table below:

Service Provided	OSU Fee No.	Unit Cost
Senior Staff Dev, Maintenance & Testing	14211	\$101/hr
Staff Dev, Maintenance & Testing	14212	\$73/hr
Student Dev, Maintenance & Testing	14213	\$38/hr

3. Service Usage Changes:

The projected fees above are in accordance with the published External Fees found at <https://fees.oregonstate.edu/Public/BrowseExternal.aspx> under *College of Engineering, Computer Science Program, Center for Applied Systems & Software(CASS)*.

**AMENDMENT NUMBER ONE
OSU SERVICE AGREEMENT NO. 2022-006924**

THIS AMENDMENT NUMBER ONE is being made to Service Agreement No. 2022-006924 dated 9/20/2021, (the "Agreement") between OREGON STATE UNIVERSITY on behalf of its Center for Applied Systems and Software (CASS) ("OSU"), and the City of Yachats ("Purchaser"), each a "Party" and jointly the "Parties." Except for the terms contained in this Amendment Number One, and any other amendments, the terms and conditions of the Agreement shall remain in full force and effect.

WHEREAS, the Parties enter this Amendment One to clarify the Statement of Work and expand the OSU's provision of services to include deployment and bug fixing services for the Purchaser's Yachats Oregon website.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Paragraph 3 of the Agreement, Consideration, shall be deleted and replaced with the following:

"3 **Consideration.** As consideration for performance of the Services, Purchaser will pay OSU an amount not to exceed **\$16,000**. OSU shall provide Purchaser with an invoice for Services performed and at rates provided in Attachment A. Payment is due upon receipt of invoice and shall be remitted to the address provided below. Amounts unpaid after thirty (30) days from the date of the invoice will accrue interest at 8% per annum on the outstanding balance until paid in full (OSU Standard 576-010-0000).

Oregon State University,
Center for Applied Systems & Software
ATTN: Accounting / Alyssa Calder
201 Covell Hall
Corvallis, OR 97331-2102."

2. Paragraph 2 in Exhibit A, Statement of Work: shall be deleted and replaced with the following:

"2. Projected Services & Associated Fees:

"2.1 The Services:

(a) OSU shall provide prepare a business analysis and estimation summary for a software system for Purchaser. The summary shall include project requirements for Phases One and Two, estimated costs and an estimated schedule for the software system design, build, test and release.

(b) OSU shall deploy and perform bug fixes Purchaser's Yachats Oregon website as further described in Addenda 1 to Attachment A, which is attached and incorporated by this reference. Specific tasks will include change requests and bug fixes as requested by Purchaser."

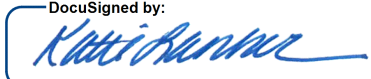
2.2 OSU Fee Rate: Purchaser shall be charged for the Services provided by OSU CASS staff according to the rates provided below:

Service Provided	OSU Fee No.	Unit Cost
Senior Staff Dev, Maintenance & Testing	14211	\$101/hr
Staff Dev, Maintenance & Testing	14212	\$73/hr
Student Dev, Maintenance & Testing	14213	\$38/hr

ACKNOWLEDGMENT

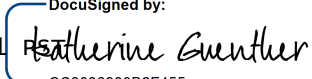
THE PARTIES, by the signature below of their authorized representatives, acknowledge having read and understood this Amendment Number One, agree to be bound by its terms and conditions. Neither party shall be accorded any advantage over the other because of being the drafter of any of the language of this Amendment Number One.

OREGON STATE UNIVERSITY:

DocuSigned by:

 By: 19366AD2DD3D4A0 11/23/2021 | 16:04:31 PST
 Date

Katie Lanker, CPPB
 Contract Services Manager
 OSU Procurement & Contract Services | PCMM

CITY OF YACHATS, OREGON:

DocuSigned by:

 By: CC3036980B2F455... 11/23/2021 | 16:04:31 PST
 Date

Authorized Representative
 Katherine Guenther
 City Manager

CASS Approval:

DocuSigned by:

 By: B5DCA610CA85410 11/23/2021 | 16:01:34 PST
 Date

Carrie Hertel
 Director
 OSU CASS Software Dev Group

Addenda 1 - ATTACHMENT A

Statement of Work

The following shall be added to the Services provided by OSU:

The Project: Yachats Database Upgrade: Phase 1 Development

Project Summary: OSU CASS will work with Purchaser to implement Phase 1 of the Project as follows:

1. Stand up the YachatsOregon2.org site.
 - a. Access to hosting locations and perform necessary set up activities such as prepping SSL certificates.
 - b. Import and fix any logins, including reconnecting OATH security.
 - c. Make a copy of the production database and deploy for testing.
 - d. Perform perfunctory testing and deploy to Beta site.
2. Re-establish Document Library Google custom search engine
3. Refine and provide definitions for Security Roles
4. Fix bug when saving Property updates via GoYachats.org when in tabulated property view screen
5. Configure and Deploy site to production
6. Respond to change requests, if any.

The work described above shall not exceed \$12,000¹

1. Includes an estimate of the cost of staff and student software development time for additional change requests after application is live based on one iteration (3 week period).

**SERVICE AGREEMENT #2022-006924
OREGON STATE UNIVERSITY**

Yachats Database Upgrade

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Oregon State University,
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ATTN: Accounting / Alyssa Calder
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Corvallis, OR 97331-2102.

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For OSU:

Carrie Hertel, Director
Software Dev Group
Center for Applied Systems & Software
Oregon State University
224 Milne Computer Center
Corvallis, OR 97331
T: 541-737-6012
carrie.hertel@oregonstate.edu

For City of Yachats

Katherine Guenther
Interim City Manager
City of Yachats
501 Hwy 101 N
PO Box 345
Yachats, OR 97498
T: 541-547-3565 ext. 102
citymanager@yachatsmail.org

for Notices only:

Contracts Officer
Procurement & Contract Services | PCMM
Oregon State University
644 SW 13th Street
Corvallis, OR 97333
T: 541-737-4261
contract.services@oregonstate.edu

- 4.8. Amendment and Extension: This Agreement may be amended or extended only by written agreement signed by each party's authorized representative.
- 4.9. Governing Law: This Agreement is governed and construed in accordance with the laws of the State of Oregon.
- 4.10. Compliance with Applicable Law: The parties must comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to obligations and responsibilities described in this Agreement. The parties will consult with each other and make efforts to amicably and in good faith resolve dispute or misunderstandings that arise in administration of this Agreement
- 4.11. Indemnity and Insurance. Purchaser agrees to indemnify and hold harmless OSU, its officers, members, employees, and agents against any claims arising out of Purchaser's activities in connection with this Agreement, including Purchaser's use, sale, or distribution of materials tested and results received, and against any claims arising out of Purchaser's breach of this Agreement. OSU agrees to be responsible for any damage or any third party liability, which may arise from the performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution Article IX, Section 7, to the extent of liability arising out of the negligence of OSU. OSU shall not be required to indemnify or defend the Purchaser for any liability arising out of the wrongful acts of employees or agents of the Purchaser.
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- 4.16. Force Majeure Event. Neither party shall be responsible nor liable for any losses arising out of any delay in or interruption of the performance of its obligations under this Agreement due to acts of God, strikes, lockouts, riots, acts of war, terrorism, epidemics, pandemics, or other health emergencies, governmental regulations, fire, severe weather conditions, flight delays, or other causes beyond the reasonable control of the party so affected at the time such causes arise (a "Force Majeure Event"). If delay due to a Force Majeure Event continues for an unreasonable time, then OSU is entitled to terminate the Agreement without penalty.
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- 4.18. Merger: This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties. Any such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

[SIGNATURE PANEL FOLLOWS]

ACKNOWLEDGMENT

The parties, by the signature below of their authorized representatives, acknowledge having read and understood this Agreement and agree to be bound by its terms and conditions. Neither party shall be accorded any advantage over the other because of being the drafter of any of the language of this Agreement.

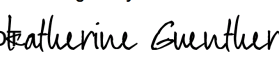
OREGON STATE UNIVERSITY:

DocuSigned by:

By: _____ 9/27/2021 | 11:12:57 PDT
Date

Katie Lanker, CPPB
Contract Services Manager
Procurement & Contract Services | PCMM

City of Yachats, Oregon:

DocuSigned by:

By: _____ 9/20/2021 | 14:12:02 PDT
Date

Interim City Manager

CASS Approval:

DocuSigned by:

By: _____ 9/27/2021 | 09:23:52 PDT
Date

Carrie Hertel, Director
CASS Software Dev Group

ATTACHMENT A
OREGON STAT UNIVERSITY
Yachats Database Upgrade

Statement of Work

Contractor: Oregon State University (OSU)

Agreement No. 2022-006924

1. Project Summary:

The OSU Center for Applied Systems and Software (CASS) will work with Purchaser to identify key requirements / changes that would be needed for the Purchaser to provide a more cohesive and efficient system for its citizens and city services to meet the needs of Purchaser:

The goals of this investigation will be:

- Identify key product requirements using current system knowledge, interviews and workshops as needed.
- Investigate the effort and cost required to provide development services for:
 - Phase 1: Setting up a system using the current site and add in the old system for a full view of services for Purchaser review. Implement identified changes and enhancements from the initial Purchaser review.
 - Phase 2 (Option 1): System with citizen requests that includes both complaints and service requests.
 - Phase 2 (Option 2): System with citizen requests for just the complaints phase.
- Produce an estimate of the calendar time and costs required to complete the development, testing and release of the application(s).

Deliverable for this effort is a completed Vision & Scope of this project including an estimate of development Phase 1 and Phase 2 (two options) should the project move forward into development.

2. Projected Services & Associated Fees:

Development services provided by CASS staff at the hourly rates in the table below:

Service Provided	OSU Fee No.	Unit Cost
Senior Staff Dev, Maintenance & Testing	14211	\$101/hr
Staff Dev, Maintenance & Testing	14212	\$73/hr
Student Dev, Maintenance & Testing	14213	\$38/hr

3. Service Usage Changes:

The projected fees above are in accordance with the published External Fees found at <https://fees.oregonstate.edu/Public/BrowseExternal.aspx> under *College of Engineering, Computer Science Program, Center for Applied Systems & Software(CASS)*.

AMENDMENT NUMBER TWO
OSU SERVICE AGREEMENT NO. 2022-006924

THIS AMENDMENT NUMBER TWO is being made to Service Agreement No. 2022-006924 dated 9/20/2021, (the "Agreement") between OREGON STATE UNIVERSITY on behalf of its Center for Applied Systems and Software (CASS) ("OSU"), and the City of Yachats ("Purchaser"), each a "Party" and jointly the "Parties." Except for the terms contained in this Amendment Number Two, and any other amendments, the terms and conditions of the Agreement shall remain in full force and effect.

WHEREAS, the Parties enter this Amendment Two to clarify the Statement of Work and expand the OSU's provision of services to include development and release of user authentication services for the Purchaser's Yachats Oregon website.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. The first sentence in paragraph 3 of the Agreement, Consideration, shall be deleted and replaced with the following:

"3 **Consideration**. As consideration for performance of the Services, Purchaser will pay OSU an amount not to exceed **\$26,000**. "

2. In Exhibit A, Statement of Work, the following shall be added to paragraph 2.1. The Services:

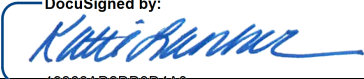
"(c) OSU shall develop and deploy user authentication for the Purchaser's Yachats Oregon website as further described in Addenda 2 to Attachment A, which is attached and incorporated by this reference. Specific tasks will include implementation of Open Authorization (OAuth) with up to four (4) entities."

ACKNOWLEDGMENT

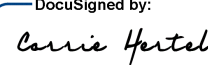
THE PARTIES, by the signature below of their authorized representatives, acknowledge having read and understood this Amendment Number Two, agree to be bound by its terms and conditions. Neither party shall be accorded any advantage over the other because of being the drafter of any of the language of this Amendment Number Two.

THIS AMENDMENT TWO shall be effective as of the date of the last signature.

OREGON STATE UNIVERSITY:

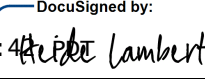
DocuSigned by:

 By: _____ 3/30/2022 | 15:34:44 PDT
19366AD2DD3D4A0... Date

Katie Lanker, CPPB
 Contract Services Manager
 OSU Procurement & Contract Services | PCMM

DocuSigned by:

 By: _____ 3/30/2022 | 14:58:30 PDT
B5DCA610CA85410... Date

Carrie Hertel
 Director
 OSU CASS Software Dev Group

CITY OF YACHATS, OREGON:

DocuSigned by:

 By: _____ 3/30/2022 | 14:47:09 PDT
CC3036980B2E455... Date
 Authorized Representative

Heide Lambert
 Yachats City Manager

Addenda 2 - ATTACHMENT A

Statement of Work

The following shall be added to the Services provided by OSU:

The Project: Yachats Database Upgrade: Phase 2 User Authorization

Project Summary: OSU CASS will work with Purchaser to implement Open Authorization (OAuth) for the Project as follows:

1. Setup user authentication for the Purchaser's Yachats Oregon website
 - a. Work with Purchaser to define a maximum of 3 authentication providers to use for OAuth.
 - b. Establish developer accounts for each provider
 - c. Set up an OAuth connection for each provider using the established developer accounts.
 - d. Perform perfunctory testing and deploy to Beta site.

The work described above shall not exceed \$8,000.

**AMENDMENT NUMBER ONE
OSU SERVICE AGREEMENT NO. 2022-006924**

THIS AMENDMENT NUMBER ONE is being made to Service Agreement No. 2022-006924 dated 9/20/2021, (the "Agreement") between OREGON STATE UNIVERSITY on behalf of its Center for Applied Systems and Software (CASS) ("OSU"), and the City of Yachats ("Purchaser"), each a "Party" and jointly the "Parties." Except for the terms contained in this Amendment Number One, and any other amendments, the terms and conditions of the Agreement shall remain in full force and effect.

WHEREAS, the Parties enter this Amendment One to clarify the Statement of Work and expand the OSU's provision of services to include deployment and bug fixing services for the Purchaser's Yachats Oregon website.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Paragraph 3 of the Agreement, Consideration, shall be deleted and replaced with the following:

"3 **Consideration.** As consideration for performance of the Services, Purchaser will pay OSU an amount not to exceed **\$16,000**. OSU shall provide Purchaser with an invoice for Services performed and at rates provided in Attachment A. Payment is due upon receipt of invoice and shall be remitted to the address provided below. Amounts unpaid after thirty (30) days from the date of the invoice will accrue interest at 8% per annum on the outstanding balance until paid in full (OSU Standard 576-010-0000).

Oregon State University,
Center for Applied Systems & Software
ATTN: Accounting / Alyssa Calder
201 Covell Hall
Corvallis, OR 97331-2102."

2. Paragraph 2 in Exhibit A, Statement of Work: shall be deleted and replaced with the following:

"2. Projected Services & Associated Fees:

"2.1 The Services:

(a) OSU shall provide prepare a business analysis and estimation summary for a software system for Purchaser. The summary shall include project requirements for Phases One and Two, estimated costs and an estimated schedule for the software system design, build, test and release.

(b) OSU shall deploy and perform bug fixes Purchaser's Yachats Oregon website as further described in Addenda 1 to Attachment A, which is attached and incorporated by this reference. Specific tasks will include change requests and bug fixes as requested by Purchaser."

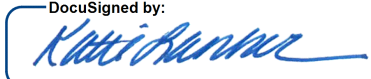
2.2 OSU Fee Rate: Purchaser shall be charged for the Services provided by OSU CASS staff according to the rates provided below:

Service Provided	OSU Fee No.	Unit Cost
Senior Staff Dev, Maintenance & Testing	14211	\$101/hr
Staff Dev, Maintenance & Testing	14212	\$73/hr
Student Dev, Maintenance & Testing	14213	\$38/hr

ACKNOWLEDGMENT

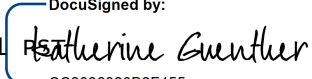
THE PARTIES, by the signature below of their authorized representatives, acknowledge having read and understood this Amendment Number One, agree to be bound by its terms and conditions. Neither party shall be accorded any advantage over the other because of being the drafter of any of the language of this Amendment Number One.

OREGON STATE UNIVERSITY:

DocuSigned by:

 By: 19366AD2DD3D4A0 11/23/2021 | 16:04:31 PST
 Date

Katie Lanker, CPPB
 Contract Services Manager
 OSU Procurement & Contract Services | PCMM

CITY OF YACHATS, OREGON:

DocuSigned by:

 By: CC3036980B2F455... 11/23/2021 | 16:04:31 PST
 Date

Authorized Representative
 Katherine Guenther
 City Manager

CASS Approval:

DocuSigned by:

 By: B5DCA610CA85410 11/23/2021 | 16:01:34 PST
 Date

Carrie Hertel
 Director
 OSU CASS Software Dev Group

Addenda 1 - ATTACHMENT A

Statement of Work

The following shall be added to the Services provided by OSU:

The Project: Yachats Database Upgrade: Phase 1 Development

Project Summary: OSU CASS will work with Purchaser to implement Phase 1 of the Project as follows:

1. Stand up the YachatsOregon2.org site.
 - a. Access to hosting locations and perform necessary set up activities such as prepping SSL certificates.
 - b. Import and fix any logins, including reconnecting OATH security.
 - c. Make a copy of the production database and deploy for testing.
 - d. Perform perfunctory testing and deploy to Beta site.
2. Re-establish Document Library Google custom search engine
3. Refine and provide definitions for Security Roles
4. Fix bug when saving Property updates via GoYachats.org when in tabulated property view screen
5. Configure and Deploy site to production
6. Respond to change requests, if any.

The work described above shall not exceed \$12,000¹

1. Includes an estimate of the cost of staff and student software development time for additional change requests after application is live based on one iteration (3 week period).

**SERVICE AGREEMENT #2022-006924
OREGON STATE UNIVERSITY**

Yachats Database Upgrade

THIS SERVICE AGREEMENT (the “**Agreement**”) is entered into between OREGON STATE UNIVERSITY on behalf of its Center for Applied Systems and Software (CASS) (“**OSU**”), located in Corvallis, Oregon; and **City of Yachats** (“**Purchaser**”) located in Yachats, Oregon.

Oregon Revised Statute, Chapter 352, allows OSU to engage in the sale of goods and services to non-OSU entities for fees when such services or goods are directly and substantially related to the mission of OSU, which includes teaching, research, and public service.

In consideration of the terms and conditions listed in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, OSU and Purchaser agree as follows:

1. Term and Termination:

1. This Agreement shall be effective as of the date of the last signature, and cover the performance period beginning **October 1, 2021 through June 30, 2022** (the “Performance Period”). The terms and conditions of this Agreement shall cover the Performance Period. This Agreement may be renewed for two (2) additional one (1) year periods. However, the Agreement shall not exceed a maximum term of three (3) years cumulative. Extensions, if any, must be in writing and signed by both parties.
2. The Term of this Agreement will expire: (a) upon completion of the Performance Period, June 30, 2022; or (b) upon mutual consent of the parties to terminate; or (3) by one party’s intent to terminate upon thirty (30) days prior written notice to the other party. At Purchaser’s request and expense, OSU will return to Purchaser or destroy all unused materials provided by Purchaser.

2. **The Services:** OSU shall provide the services described in Attachment A, Statement of Work, which includes business analysis and estimation for a Phase One and Phase Two software system for Purchaser. The final deliverable of this investigation will be a document that summarizes project requirements, estimated costs and an estimated schedule needed to design, build, test and release each phase.

3. **Consideration.** As consideration for performance of the Work, Purchaser will pay OSU an amount not to exceed **\$4,000**. OSU shall provide Purchaser with an invoice for Services performed at rates and as described in Attachment A. Payment is due upon receipt of invoice and shall be remitted to the address provided below. Amounts unpaid after thirty (30) days from the date of the invoice will accrue interest at 8% per annum on the outstanding balance until paid in full (OSU Standard 576-010-0000).

Oregon State University,
Center for Applied Systems & Software
ATTN: Accounting / Alyssa Calder
201 Covell Hall
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4. **General Terms and Conditions:**

- 4.1. **Intellectual Property:** OSU has no interest in the deliverables provided under this Agreement. Deliverables shall be Purchaser's property and shall be deemed to be trade secrets to the extent permitted by law.
- 4.2. **Independent Contractor:** The parties are independent contractors and not partners, joint venturers, or principal and agent. Neither party has the right or authority to act on behalf of the other or to bind the other in any way.
- 4.3. **Confidentiality:** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by Purchaser or non-written information and data disclosed by Purchaser that is identified at the time of Purchaser disclosure to OSU as confidential and is reduced to writing and transmitted to OSU within thirty (30) days of such non-written disclosure. OSU agrees to use the same degree of care it uses to protect its own confidential information. OSU's obligations do not apply to information in the public domain or independently known or obtained by OSU. OSU's obligation under this provision is subject to the Oregon Public Records Law, ORS 192.311 to 192.355.
- 4.4. **Publicity:** Neither party will use the name, service mark, trademark, or abbreviation of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representative of the other party.
- 4.5. **Liability:** In no event will OSU be responsible for any damages or penalties resulting from OSU's provision of services, including the testing or reporting of test results, called for by this Agreement or from the use or distribution of the materials tested.
- 4.6. **Warranties:** Although OSU endeavors to provide accurate testing and reporting, the testing and reporting of results under this Agreement are provided by OSU without any warranty, expressed or implied, as to their accuracy. Further, OSU makes no warranties about the services provided hereunder, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose or use or any warranty of non-infringement.
- 4.7. **Notice:** Unless specifically directed otherwise in the Agreement, whenever written notice is required by this Agreement, it must be delivered to the address (es) indicated below by: certified mail, postage pre-paid, return receipt requested; hand delivery; commercial overnight delivery service such as Federal Express or United Parcel Service; Email; or Facsimile. Either party may change its address for notices by written notice to the other. Notice is effective when received.

For OSU:

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Software Dev Group
Center for Applied Systems & Software
Oregon State University
224 Milne Computer Center
Corvallis, OR 97331
T: 541-737-6012
carrie.hertel@oregonstate.edu

For City of Yachats

Katherine Guenther
Interim City Manager
City of Yachats
501 Hwy 101 N
PO Box 345
Yachats, OR 97498
T: 541-547-3565 ext. 102
citymanager@yachatsmail.org

for Notices only:

Contracts Officer
Procurement & Contract Services | PCMM
Oregon State University
644 SW 13th Street
Corvallis, OR 97333
T: 541-737-4261
contract.services@oregonstate.edu

- 4.8. Amendment and Extension: This Agreement may be amended or extended only by written agreement signed by each party's authorized representative.
- 4.9. Governing Law: This Agreement is governed and construed in accordance with the laws of the State of Oregon.
- 4.10. Compliance with Applicable Law: The parties must comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to obligations and responsibilities described in this Agreement. The parties will consult with each other and make efforts to amicably and in good faith resolve dispute or misunderstandings that arise in administration of this Agreement
- 4.11. Indemnity and Insurance. Purchaser agrees to indemnify and hold harmless OSU, its officers, members, employees, and agents against any claims arising out of Purchaser's activities in connection with this Agreement, including Purchaser's use, sale, or distribution of materials tested and results received, and against any claims arising out of Purchaser's breach of this Agreement. OSU agrees to be responsible for any damage or any third party liability, which may arise from the performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution Article IX, Section 7, to the extent of liability arising out of the negligence of OSU. OSU shall not be required to indemnify or defend the Purchaser for any liability arising out of the wrongful acts of employees or agents of the Purchaser.
- 4.12. Insurance. OSU is self-insured under ORS 351.096, with adequate levels of excess general liability and commercial auto liability insurance, and maintains workers' compensation insurance for its employees in conformance with ORS Chapter 656.017. Oregon State University does not waive the right to subrogation.

- 4.13. Severability of Provisions. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal and enforceable.
- 4.14. Costs. Each party will bear its own costs arising out of the negotiation, preparation and execution of this Agreement.
- 4.15. Warranty of Execution. Each party warrants that the execution, delivery, and performance of this Agreement is valid and duly authorized by the party.
- 4.16. Force Majeure Event. Neither party shall be responsible nor liable for any losses arising out of any delay in or interruption of the performance of its obligations under this Agreement due to acts of God, strikes, lockouts, riots, acts of war, terrorism, epidemics, pandemics, or other health emergencies, governmental regulations, fire, severe weather conditions, flight delays, or other causes beyond the reasonable control of the party so affected at the time such causes arise (a "Force Majeure Event"). If delay due to a Force Majeure Event continues for an unreasonable time, then OSU is entitled to terminate the Agreement without penalty.
- 4.17. Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, and all of which together shall constitute one in the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original.
- 4.18. Merger: This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties. Any such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

[SIGNATURE PANEL FOLLOWS]

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DocuSigned by:

By: _____ 9/27/2021 | 11:12:57 PDT
Date

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Contract Services Manager
Procurement & Contract Services | PCMM

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Interim City Manager

CASS Approval:

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Carrie Hertel, Director
CASS Software Dev Group

ATTACHMENT A
OREGON STAT UNIVERSITY
Yachats Database Upgrade

Statement of Work

Contractor: Oregon State University (OSU)

Agreement No. 2022-006924

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The projected fees above are in accordance with the published External Fees found at <https://fees.oregonstate.edu/Public/BrowseExternal.aspx> under *College of Engineering, Computer Science Program, Center for Applied Systems & Software(CASS)*.

**SERVICE AGREEMENT #2022-006924
OREGON STATE UNIVERSITY**

Yachats Database Upgrade

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Oregon State University,
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ATTN: Accounting / Alyssa Calder
201 Covell Hall
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- 4.3. **Confidentiality:** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by Purchaser or non-written information and data disclosed by Purchaser that is identified at the time of Purchaser disclosure to OSU as confidential and is reduced to writing and transmitted to OSU within thirty (30) days of such non-written disclosure. OSU agrees to use the same degree of care it uses to protect its own confidential information. OSU's obligations do not apply to information in the public domain or independently known or obtained by OSU. OSU's obligation under this provision is subject to the Oregon Public Records Law, ORS 192.311 to 192.355.
- 4.4. **Publicity:** Neither party will use the name, service mark, trademark, or abbreviation of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representative of the other party.
- 4.5. **Liability:** In no event will OSU be responsible for any damages or penalties resulting from OSU's provision of services, including the testing or reporting of test results, called for by this Agreement or from the use or distribution of the materials tested.
- 4.6. **Warranties:** Although OSU endeavors to provide accurate testing and reporting, the testing and reporting of results under this Agreement are provided by OSU without any warranty, expressed or implied, as to their accuracy. Further, OSU makes no warranties about the services provided hereunder, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose or use or any warranty of non-infringement.
- 4.7. **Notice:** Unless specifically directed otherwise in the Agreement, whenever written notice is required by this Agreement, it must be delivered to the address (es) indicated below by: certified mail, postage pre-paid, return receipt requested; hand delivery; commercial overnight delivery service such as Federal Express or United Parcel Service; Email; or Facsimile. Either party may change its address for notices by written notice to the other. Notice is effective when received.

For OSU:

Carrie Hertel, Director
Software Dev Group
Center for Applied Systems & Software
Oregon State University
224 Milne Computer Center
Corvallis, OR 97331
T: 541-737-6012
carrie.hertel@oregonstate.edu

For City of Yachats

Katherine Guenther
Interim City Manager
City of Yachats
501 Hwy 101 N
PO Box 345
Yachats, OR 97498
T: 541-547-3565 ext. 102
citymanager@yachatsmail.org

for Notices only:

Contracts Officer
Procurement & Contract Services | PCMM
Oregon State University
644 SW 13th Street
Corvallis, OR 97333
T: 541-737-4261
contract.services@oregonstate.edu

- 4.8. Amendment and Extension: This Agreement may be amended or extended only by written agreement signed by each party's authorized representative.
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- 4.10. Compliance with Applicable Law: The parties must comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to obligations and responsibilities described in this Agreement. The parties will consult with each other and make efforts to amicably and in good faith resolve dispute or misunderstandings that arise in administration of this Agreement
- 4.11. Indemnity and Insurance. Purchaser agrees to indemnify and hold harmless OSU, its officers, members, employees, and agents against any claims arising out of Purchaser's activities in connection with this Agreement, including Purchaser's use, sale, or distribution of materials tested and results received, and against any claims arising out of Purchaser's breach of this Agreement. OSU agrees to be responsible for any damage or any third party liability, which may arise from the performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution Article IX, Section 7, to the extent of liability arising out of the negligence of OSU. OSU shall not be required to indemnify or defend the Purchaser for any liability arising out of the wrongful acts of employees or agents of the Purchaser.
- 4.12. Insurance. OSU is self-insured under ORS 351.096, with adequate levels of excess general liability and commercial auto liability insurance, and maintains workers' compensation insurance for its employees in conformance with ORS Chapter 656.017. Oregon State University does not waive the right to subrogation.

- 4.13. Severability of Provisions. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal and enforceable.
- 4.14. Costs. Each party will bear its own costs arising out of the negotiation, preparation and execution of this Agreement.
- 4.15. Warranty of Execution. Each party warrants that the execution, delivery, and performance of this Agreement is valid and duly authorized by the party.
- 4.16. Force Majeure Event. Neither party shall be responsible nor liable for any losses arising out of any delay in or interruption of the performance of its obligations under this Agreement due to acts of God, strikes, lockouts, riots, acts of war, terrorism, epidemics, pandemics, or other health emergencies, governmental regulations, fire, severe weather conditions, flight delays, or other causes beyond the reasonable control of the party so affected at the time such causes arise (a "Force Majeure Event"). If delay due to a Force Majeure Event continues for an unreasonable time, then OSU is entitled to terminate the Agreement without penalty.
- 4.17. Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, and all of which together shall constitute one in the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original.
- 4.18. Merger: This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties. Any such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

[SIGNATURE PANEL FOLLOWS]

ACKNOWLEDGMENT

The parties, by the signature below of their authorized representatives, acknowledge having read and understood this Agreement and agree to be bound by its terms and conditions. Neither party shall be accorded any advantage over the other because of being the drafter of any of the language of this Agreement.

OREGON STATE UNIVERSITY:

City of Yachats, Oregon:

By: _____
Date

Katie Lanker, CPPB
Contract Services Manager
Procurement & Contract Services | PCMM

By: _____
Interim City Manager Date

CASS Approval:

By: _____
Date

Carrie Hertel, Director
CASS Software Dev Group

ATTACHMENT A
OREGON STAT UNIVERSITY
Yachats Database Upgrade

Statement of Work

Contractor: Oregon State University (OSU)

Agreement No. 2022-006924

1. Project Summary:

The OSU Center for Applied Systems and Software (CASS) will work with Purchaser to identify key requirements / changes that would be needed for the Purchaser to provide a more cohesive and efficient system for its citizens and city services to meet the needs of Purchaser:

The goals of this investigation will be:

- Identify key product requirements using current system knowledge, interviews and workshops as needed.
- Investigate the effort and cost required to provide development services for:
 - Phase 1: Setting up a system using the current site and add in the old system for a full view of services for Purchaser review. Implement identified changes and enhancements from the initial Purchaser review.
 - Phase 2 (Option 1): System with citizen requests that includes both complaints and service requests.
 - Phase 2 (Option 2): System with citizen requests for just the complaints phase.
- Produce an estimate of the calendar time and costs required to complete the development, testing and release of the application(s).

Deliverable for this effort is a completed Vision & Scope of this project including an estimate of development Phase 1 and Phase 2 (two options) should the project move forward into development.

2. Projected Services & Associated Fees:

Development services provided by CASS staff at the hourly rates in the table below:

Service Provided	OSU Fee No.	Unit Cost
Senior Staff Dev, Maintenance & Testing	14211	\$101/hr
Staff Dev, Maintenance & Testing	14212	\$73/hr
Student Dev, Maintenance & Testing	14213	\$38/hr

3. Service Usage Changes:

The projected fees above are in accordance with the published External Fees found at <https://fees.oregonstate.edu/Public/BrowseExternal.aspx> under *College of Engineering, Computer Science Program, Center for Applied Systems & Software(CASS)*.

OREGON STATE UNIVERSITY AMENDMENT NUMBER ONE

THIS AMENDMENT NUMBER ONE is being made to the Yachats Database Development & Support ("Agreement") OSU NO. 2023-009254 dated July 18, 2022 by and between City of Yachats ("Purchaser") and OREGON STATE UNIVERSITY on behalf of its Center for Applied Systems and Software (CASS) ("OSU"). OSU and Purchaser are each called a "Party" and jointly as "Parties." Except for the terms contained in this Amendment Number One, and any other amendments, the terms and conditions of the Agreement shall remain in full force and effect.

WHEREAS the Parties enter this Amendment One to increase the not to exceed amount and update the rate table to match current published OSU Fee Book rates.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Paragraph 3 of the Agreement, Consideration, shall be deleted and replaced with the following:

"3. **Consideration.** As consideration for performance of the Work, Purchaser will pay OSU an amount not to exceed **\$50,000**. OSU shall provide Purchaser with an invoice for Services performed at rates and as described in Attachment A. Payment is due upon receipt of invoice and shall be remitted to the address provided below. Amounts unpaid after thirty (30) days from the date of the invoice will accrue interest at 8% per annum on the outstanding balance until paid in full (OSU Standard 576-010-0000)."

Oregon State University,
Center for Applied Systems & Software
ATTN: Accounting / Amy Manselle
201 Covell Hall
Corvallis, OR 97331-2102."

2. Paragraph 1 in Attachment A, item 'e', shall be deleted and replaced with the following:

"e. CASS staff will provide the design, development and maintenance services described in this Section 1. Invoices for work generated by Service Order will be issued each month for amounts owed. Purchaser will be charged based on the hourly rates¹ listed below:

Service Provided	OSU Fee No. ¹	Unit Cost
Senior Staff Dev, Maintenance & Testing	14211	\$108/hr
Staff Dev, Maintenance & Testing	14212	\$78/hr
Student Dev, Maintenance & Testing	14213	\$41/hr

¹ The fees above are in accordance with the published External Fees found at <https://fees.oregonstate.edu/Public/BrowseExternal.aspx> under College of Engineering, Computer Science Program, Center for Applied Systems & Software (CASS). "

ACKNOWLEDGMENT

THE PARTIES, by the signature below of their authorized representatives, acknowledge having read and understood this Amendment Number One and the parties agree to be bound by its terms and conditions. Neither party shall be accorded any advantage over the other because of being the drafter of any of the language of this Amendment Number One.

OREGON STATE UNIVERSITY:

DocuSigned by:
By:  4/7/2023 | 14:30:05 PDT
19366AD2DD3D4A0...
Date

Katie Lanker, CPPB
Contract Services Manager
Procurement & Contract Services | PCMM

CITY OF YACHATS, OREGON:

DocuSigned by:
By:  4/6/2023 | 19:27:14 PDT
0A076E3F98CD4EF...
City Manager Date

Heide Lambert
HL

CASS Approval:

DocuSigned by:
By:  4/7/2023 | 13:03:46 PDT
B5DCA010CA63410...
Date

Carrie Hertel, Director
CASS Software Dev Group

**SERVICE AGREEMENT #2023-009254
OREGON STATE UNIVERSITY**

Yachats Database Upgrade

THIS SERVICE AGREEMENT (the “**Agreement**”) is entered into between OREGON STATE UNIVERSITY on behalf of its Center for Applied Systems and Software (CASS) (“**OSU**”), located in Corvallis, Oregon; and the **City of Yachats** (“**Purchaser**”) located in Yachats, Oregon.

Oregon Revised Statute, Chapter 352, allows OSU to engage in the sale of goods and services to non-OSU entities for fees when such services or goods are directly and substantially related to the mission of OSU, which includes teaching, research, and public service.

In consideration of the terms and conditions listed in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, OSU and Purchaser agree as follows:

1. Term and Termination:

1. This Agreement shall be effective as of the date of the last signature, and cover the performance period **beginning on the date of the last signature through June 30, 2023** (the “Performance Period”). The terms and conditions of this Agreement shall cover the Performance Period. This Agreement may be renewed for two (2) additional one (1) year periods. However, the Agreement shall not exceed a maximum term of three (3) years cumulative. Extensions, if any, must be in writing and signed by both parties.
1. The Term of this Agreement will expire: (a) upon completion of the Performance Period, June 30, 2023; or (b) upon mutual consent of the parties to terminate; or (3) by one party’s intent to terminate upon thirty (30) days prior written notice to the other party. At Purchaser’s request and expense, OSU will return to Purchaser or destroy all unused materials provided by Purchaser.

2. **The Services:** OSU shall provide the services described in Attachment A, Statement of Work, which includes development and testing support for the City of Yachats website.

3. **Consideration.** As consideration for performance of the Work, Purchaser will pay OSU an amount not to exceed **\$25,000** for work approved by Purchaser as stipulated in Attachment A. OSU shall provide Purchaser with an invoice for Services performed at rates and as described in Attachment A. Payment is due upon receipt of invoice and shall be remitted to the address provided below. Amounts unpaid after thirty (30) days from the date of the invoice will accrue interest at 8% per annum on the outstanding balance until paid in full (OSU Standard 576-010-0000).

Oregon State University,
Center for Applied Systems & Software
ATTN: Accounting / Tara DiSante
201 Covell Hall
Corvallis, OR 97331-2102.

1. General Terms and Conditions:

- 1.1. **Intellectual Property:** OSU has no interest in the deliverables provided under this Agreement. Deliverables shall be Purchaser’s property and shall be deemed to be trade secrets to the extent permitted by law.

- 1.2. Independent Contractor: The parties are independent contractors and not partners, joint venturers, or principal and agent. Neither party has the right or authority to act on behalf of the other or to bind the other in any way.
- 1.3. Confidentiality: "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by Purchaser or non-written information and data disclosed by Purchaser that is identified at the time of Purchaser disclosure to OSU as confidential and is reduced to writing and transmitted to OSU within thirty (30) days of such non-written disclosure. OSU agrees to use the same degree of care it uses to protect its own confidential information. OSU's obligations do not apply to information in the public domain or independently known or obtained by OSU. OSU's obligation under this provision is subject to the Oregon Public Records Law, ORS 192.311 to 192.355.
- 1.4. Publicity: Neither party will use the name, service mark, trademark, or abbreviation of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representative of the other party.
- 1.5. Liability: In no event will OSU be responsible for any damages or penalties resulting from OSU's provision of services, including the testing or reporting of test results, called for by this Agreement or from the use or distribution of the materials tested.
- 1.6. Warranties: Although OSU endeavors to provide accurate testing and reporting, the testing and reporting of results under this Agreement are provided by OSU without any warranty, expressed or implied, as to their accuracy. Further, OSU makes no warranties about the services provided hereunder, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose or use or any warranty of non-infringement.
- 1.7. Notice: Unless specifically directed otherwise in the Agreement, whenever written notice is required by this Agreement, it must be delivered to the address (es) indicated below by: certified mail, postage pre-paid, return receipt requested; hand delivery; commercial overnight delivery service such as Federal Express or United Parcel Service; Email; or Facsimile. Either party may change its address for notices by written notice to the other. Notice is effective when received.

For OSU:

Carrie Hertel, Director
Software Dev Group
Center for Applied Systems & Software
Oregon State University
224 Milne Computer Center
Corvallis, OR 97331
T: 541-737-6012
carrie.hertel@oregonstate.edu

For City of Yachats:

Heide Lambert
City Manager
City of Yachats
501 Hwy 101 N
PO Box 345
Yachats, OR 97498
T: 541-547-3565 ext. 102
citymanager@yachatsmail.org

for Notices only:

Contracts Officer
Contract Services | PCMM
Oregon State University
644 SW 13th Street
Corvallis, OR 97333
T: 541-737-4261
contract.services@oregonstate.edu

- 1.8. Amendment and Extension: This Agreement may be amended or extended only by written agreement signed by each party's authorized representative.
- 1.1. Governing Law: This Agreement is governed and construed in accordance with the laws of the State of Oregon.
- 1.2. Compliance with Applicable Law: The parties must comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to obligations and responsibilities described in this Agreement. The parties will consult with each other and make efforts to amicably and in good faith resolve dispute or misunderstandings that arise in administration of this Agreement
- 1.3. Indemnity and Insurance. Purchaser agrees to indemnify and hold harmless OSU, its officers, members, employees, and agents against any claims arising out of Purchaser's activities in connection with this Agreement, including Purchaser's use, sale, or distribution of materials tested and results received, and against any claims arising out of Purchaser's breach of this Agreement. OSU agrees to be responsible for any damage or any third party liability, which may arise from the performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution Article IX, Section 7, to the extent of liability arising out of the negligence of OSU. OSU shall not be required to indemnify or defend the Purchaser for any liability arising out of the wrongful acts of employees or agents of the Purchaser.
- 1.4. Insurance. OSU is self-insured under ORS 351.096, with adequate levels of excess general liability and commercial auto liability insurance, and maintains workers' compensation insurance for its employees in conformance with ORS Chapter 656.017. Oregon State University does not waive the right to subrogation.
- 1.1. Severability of Provisions. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal and enforceable.
- 1.2. Costs. Each party will bear its own costs arising out of the negotiation, preparation and execution of this Agreement.
- 1.3. Warranty of Execution. Each party warrants that the execution, delivery, and performance of this Agreement is valid and duly authorized by the party.
- 1.4. Force Majeure. Neither party shall be responsible nor liable for any losses arising out of any delay in or interruption of the performance of its obligations under this Agreement due to acts of God, strikes, lockouts, riots, acts of war, terrorism, epidemics, governmental regulations, fire, severe weather conditions, flight delays, or other causes beyond the reasonable control of the party so affected at the time such causes arise.
- 1.5. Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, and all of which together shall constitute one in the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original.

- 1.6. Merger: This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties. Any such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

ACKNOWLEDGMENT

The parties, by the signature below of their authorized representatives, acknowledge having read and understood this Agreement and agree to be bound by its terms and conditions. Neither party shall be accorded any advantage over the other because of being the drafter of any of the language of this Agreement.

OREGON STATE UNIVERSITY:

City of Yachats, Oregon:

DocuSigned by:		DocuSigned by:	
By: <u>Mindy Berger</u>	7/18/2022 10:59:24	By: <u>Heide Lambert</u>	7/15/2022 07:56:16
CE3F24B3BE7F40C...		1CC3036980B2F453...	
Contracts Officer	Date	Heide Lambert	Date
Procurement & Contract Services PCMM		City Manager	

CASS Approval:

DocuSigned by:	
By: <u>Carrie Hertel</u>	7/14/2022 15:27:48 PDT
B5DCAB10CA85410...	
Carrie Hertel	Date
Director	
CASS Software Dev Group	

ATTACHMENT A

OREGON STATE UNIVERSITY

Yachats Database Development & Support

Statement of Work

Contractor: Oregon State University (OSU)

Agreement No. 2023-009254

The Services: OSU's Center for Applied Systems and Software (CASS) shall provide the following services supporting Purchaser's Yachats Oregon website and software application:

1. Design, Development Services and Maintenance. OSU's Center for Applied Systems and Software (CASS) will provide design, development services and maintenance of the Yachats Oregon Application as requested by Purchaser on an as needed basis.

- a. Purchaser shall submit requests for services ("Service Order") in writing by email to CASS to carrie.hertel@oregonstate.edu which will include:
 - Urgency of request
 - Summary of the need
- b. CASS will evaluate and respond to each Service Order within 2 business days and will provide an estimate of cost and time with follow up if needed.
- c. OSU will accept written Service Orders approved by the Yachats City Manager. No work will be performed without such written approval.
- d. Deliverables for this effort include updated code deployed to the production system and a status report with total cost upon completion of each work request.
- e. CASS staff will provide the design, development and maintenance services described in this Section 1. Invoices for work generated by Service Order will be issued each month for amounts owed. Purchaser will be charged based on the hourly rates¹ listed below:

Service Provided	OSU Fee No.	Unit Cost
Senior Staff Development & Maintenance	14211	\$101.00/hr
Staff Development & Maintenance	15785	\$73.00/hr
Student Development & Maintenance	15789	\$38.00/hr

- 1 The fees above are in accordance with the published External Fees found at <https://fees.oregonstate.edu/Public/BrowseExternal.aspx> under *College of Engineering, Computer Science Program, Center for Applied Systems & Software (CASS)*.

OREGON STATE UNIVERSITY - AMENDMENT NUMBER TWO

THIS AMENDMENT NUMBER TWO is being made to the Yachats Database Development & Support ("Agreement") #2023-009254 dated July 18, 2022, by and between City of Yachats ("Purchaser") and OREGON STATE UNIVERSITY on behalf of its Center for Applied Systems and Software (CASS) ("OSU"). OSU and Purchaser are each called a "Party" and jointly as "Parties."

WHEREAS the initial term of the Agreement will end June 30, 2023 (the "Initial Term") and the Parties mutually agree to extend the Term for an additional twelve (12) month period.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

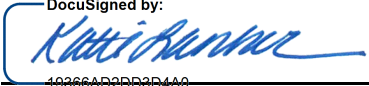
1. The Term of the Agreement shall be extended for one year beginning July 1, 2023, and ending June 30, 2024 ("First Renewal Period").
2. The Performance Period shall be extended for one year. The Performance Period referred to in the Agreement shall mean the period beginning July 18, 2022, and ending June 30, 2024.
3. As Consideration for Work performed during the First Renewal Period, Purchaser shall pay OSU an amount not to exceed \$75,000 for a total not to exceed amount of \$125,000 for Work performed over the entire Performance Period.

Except for the terms contained in this Amendment Number Two, and any other amendments, the terms and conditions of the Agreement shall remain in full force and effect.

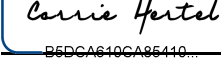
ACKNOWLEDGMENT

THE PARTIES, by the signature below of their authorized representatives, acknowledge having read and understood this Amendment Number Two and the parties agree to be bound by its terms and conditions. Neither party shall be accorded any advantage over the other because of being the drafter of any of the language of this Amendment Number Two.

OREGON STATE UNIVERSITY:

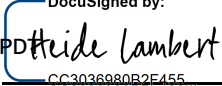
By:  5/22/2023 | 15:20:12 PDT
40366AD2DD3D4A0... _____
 Date

Katie Lanker, CPPB
 Contract Services Manager
 Procurement & Contract Services | PCMM

By:  5/22/2023 | 14:15:30 PDT
B5DCA610CA85410... _____
 Date

Carrie Hertel
 Director
 OSU CASS Software Dev Group

CITY OF YACHATS, OREGON:

By:  5/22/2023 | 14:14:58 PDT
CC3036980B2E455 _____
 Date

Heide Lambert
 City Manager

OREGON STATE UNIVERSITY AMENDMENT NUMBER ONE

THIS AMENDMENT NUMBER ONE is being made to the Yachats Database Development & Support ("Agreement") OSU NO. 2023-009254 dated July 18, 2022 by and between City of Yachats ("Purchaser") and OREGON STATE UNIVERSITY on behalf of its Center for Applied Systems and Software (CASS) ("OSU"). OSU and Purchaser are each called a "Party" and jointly as "Parties." Except for the terms contained in this Amendment Number One, and any other amendments, the terms and conditions of the Agreement shall remain in full force and effect.

WHEREAS the Parties enter this Amendment One to increase the not to exceed amount and update the rate table to match current published OSU Fee Book rates.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Paragraph 3 of the Agreement, Consideration, shall be deleted and replaced with the following:

"3. **Consideration.** As consideration for performance of the Work, Purchaser will pay OSU an amount not to exceed **\$50,000**. OSU shall provide Purchaser with an invoice for Services performed at rates and as described in Attachment A. Payment is due upon receipt of invoice and shall be remitted to the address provided below. Amounts unpaid after thirty (30) days from the date of the invoice will accrue interest at 8% per annum on the outstanding balance until paid in full (OSU Standard 576-010-0000)."

Oregon State University,
Center for Applied Systems & Software
ATTN: Accounting / Amy Manselle
201 Covell Hall
Corvallis, OR 97331-2102."

2. Paragraph 1 in Attachment A, item 'e', shall be deleted and replaced with the following:

"e. CASS staff will provide the design, development and maintenance services described in this Section 1. Invoices for work generated by Service Order will be issued each month for amounts owed. Purchaser will be charged based on the hourly rates¹ listed below:

Service Provided	OSU Fee No. ¹	Unit Cost
Senior Staff Dev, Maintenance & Testing	14211	\$108/hr
Staff Dev, Maintenance & Testing	14212	\$78/hr
Student Dev, Maintenance & Testing	14213	\$41/hr

¹ The fees above are in accordance with the published External Fees found at <https://fees.oregonstate.edu/Public/BrowseExternal.aspx> under *College of Engineering, Computer Science Program, Center for Applied Systems & Software (CASS)*. "

ACKNOWLEDGMENT

THE PARTIES, by the signature below of their authorized representatives, acknowledge having read and understood this Amendment Number One and the parties agree to be bound by its terms and conditions. Neither party shall be accorded any advantage over the other because of being the drafter of any of the language of this Amendment Number One.

OREGON STATE UNIVERSITY:

CITY OF YACHATS, OREGON:

By: _____
Date

Katie Lanker, CPPB
Contract Services Manager
Procurement & Contract Services | PCMM

By: _____
City Manager Date

CASS Approval:

By: _____
Date

Carrie Hertel, Director
CASS Software Dev Group

OREGON STATE UNIVERSITY AMENDMENT NUMBER ONE

THIS AMENDMENT NUMBER ONE is being made to the Yachats Database Development & Support ("Agreement") OSU NO. 2023-009254 dated July 18, 2022 by and between City of Yachats ("Purchaser") and OREGON STATE UNIVERSITY on behalf of its Center for Applied Systems and Software (CASS) ("OSU"). OSU and Purchaser are each called a "Party" and jointly as "Parties." Except for the terms contained in this Amendment Number One, and any other amendments, the terms and conditions of the Agreement shall remain in full force and effect.

WHEREAS the Parties enter this Amendment One to increase the not to exceed amount and update the rate table to match current published OSU Fee Book rates.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Paragraph 3 of the Agreement, Consideration, shall be deleted and replaced with the following:

"3. **Consideration.** As consideration for performance of the Work, Purchaser will pay OSU an amount not to exceed **\$50,000**. OSU shall provide Purchaser with an invoice for Services performed at rates and as described in Attachment A. Payment is due upon receipt of invoice and shall be remitted to the address provided below. Amounts unpaid after thirty (30) days from the date of the invoice will accrue interest at 8% per annum on the outstanding balance until paid in full (OSU Standard 576-010-0000)."

Oregon State University,
Center for Applied Systems & Software
ATTN: Accounting / Amy Manselle
201 Covell Hall
Corvallis, OR 97331-2102."

2. Paragraph 1 in Attachment A, item 'e', shall be deleted and replaced with the following:

"e. CASS staff will provide the design, development and maintenance services described in this Section 1. Invoices for work generated by Service Order will be issued each month for amounts owed. Purchaser will be charged based on the hourly rates¹ listed below:

Service Provided	OSU Fee No. ¹	Unit Cost
Senior Staff Dev, Maintenance & Testing	14211	\$108/hr
Staff Dev, Maintenance & Testing	14212	\$78/hr
Student Dev, Maintenance & Testing	14213	\$41/hr

¹ The fees above are in accordance with the published External Fees found at <https://fees.oregonstate.edu/Public/BrowseExternal.aspx> under *College of Engineering, Computer Science Program, Center for Applied Systems & Software (CASS)*. "

ACKNOWLEDGMENT

THE PARTIES, by the signature below of their authorized representatives, acknowledge having read and understood this Amendment Number One and the parties agree to be bound by its terms and conditions. Neither party shall be accorded any advantage over the other because of being the drafter of any of the language of this Amendment Number One.

OREGON STATE UNIVERSITY:

CITY OF YACHATS, OREGON:

By: _____
Date

Katie Lanker, CPPB
Contract Services Manager
Procurement & Contract Services | PCMM

By: _____
City Manager Date

CASS Approval:

By: _____
Date

Carrie Hertel, Director
CASS Software Dev Group

**SERVICE AGREEMENT #2023-009254
OREGON STATE UNIVERSITY**

Yachats Database Upgrade

THIS SERVICE AGREEMENT (the “**Agreement**”) is entered into between OREGON STATE UNIVERSITY on behalf of its Center for Applied Systems and Software (CASS) (“**OSU**”), located in Corvallis, Oregon; and the **City of Yachats** (“**Purchaser**”) located in Yachats, Oregon.

Oregon Revised Statute, Chapter 352, allows OSU to engage in the sale of goods and services to non-OSU entities for fees when such services or goods are directly and substantially related to the mission of OSU, which includes teaching, research, and public service.

In consideration of the terms and conditions listed in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, OSU and Purchaser agree as follows:

1. Term and Termination:

1. This Agreement shall be effective as of the date of the last signature, and cover the performance period **beginning on the date of the last signature through June 30, 2023** (the “Performance Period”). The terms and conditions of this Agreement shall cover the Performance Period. This Agreement may be renewed for two (2) additional one (1) year periods. However, the Agreement shall not exceed a maximum term of three (3) years cumulative. Extensions, if any, must be in writing and signed by both parties.
1. The Term of this Agreement will expire: (a) upon completion of the Performance Period, June 30, 2023; or (b) upon mutual consent of the parties to terminate; or (3) by one party’s intent to terminate upon thirty (30) days prior written notice to the other party. At Purchaser’s request and expense, OSU will return to Purchaser or destroy all unused materials provided by Purchaser.

2. **The Services:** OSU shall provide the services described in Attachment A, Statement of Work, which includes development and testing support for the City of Yachats website.

3. **Consideration.** As consideration for performance of the Work, Purchaser will pay OSU an amount not to exceed **\$25,000** for work approved by Purchaser as stipulated in Attachment A. OSU shall provide Purchaser with an invoice for Services performed at rates and as described in Attachment A. Payment is due upon receipt of invoice and shall be remitted to the address provided below. Amounts unpaid after thirty (30) days from the date of the invoice will accrue interest at 8% per annum on the outstanding balance until paid in full (OSU Standard 576-010-0000).

Oregon State University,
Center for Applied Systems & Software
ATTN: Accounting / Tara DiSante
201 Covell Hall
Corvallis, OR 97331-2102.

1. General Terms and Conditions:

- 1.1. **Intellectual Property:** OSU has no interest in the deliverables provided under this Agreement. Deliverables shall be Purchaser’s property and shall be deemed to be trade secrets to the extent permitted by law.

- 1.2. Independent Contractor: The parties are independent contractors and not partners, joint venturers, or principal and agent. Neither party has the right or authority to act on behalf of the other or to bind the other in any way.
- 1.3. Confidentiality: "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by Purchaser or non-written information and data disclosed by Purchaser that is identified at the time of Purchaser disclosure to OSU as confidential and is reduced to writing and transmitted to OSU within thirty (30) days of such non-written disclosure. OSU agrees to use the same degree of care it uses to protect its own confidential information. OSU's obligations do not apply to information in the public domain or independently known or obtained by OSU. OSU's obligation under this provision is subject to the Oregon Public Records Law, ORS 192.311 to 192.355.
- 1.4. Publicity: Neither party will use the name, service mark, trademark, or abbreviation of the other party in any publicity, advertising, or news release without the prior written approval of the authorized representative of the other party.
- 1.5. Liability: In no event will OSU be responsible for any damages or penalties resulting from OSU's provision of services, including the testing or reporting of test results, called for by this Agreement or from the use or distribution of the materials tested.
- 1.6. Warranties: Although OSU endeavors to provide accurate testing and reporting, the testing and reporting of results under this Agreement are provided by OSU without any warranty, expressed or implied, as to their accuracy. Further, OSU makes no warranties about the services provided hereunder, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose or use or any warranty of non-infringement.
- 1.7. Notice: Unless specifically directed otherwise in the Agreement, whenever written notice is required by this Agreement, it must be delivered to the address (es) indicated below by: certified mail, postage pre-paid, return receipt requested; hand delivery; commercial overnight delivery service such as Federal Express or United Parcel Service; Email; or Facsimile. Either party may change its address for notices by written notice to the other. Notice is effective when received.

For OSU:

Carrie Hertel, Director
Software Dev Group
Center for Applied Systems & Software
Oregon State University
224 Milne Computer Center
Corvallis, OR 97331
T: 541-737-6012
carrie.hertel@oregonstate.edu

For City of Yachats:

Heide Lambert
City Manager
City of Yachats
501 Hwy 101 N
PO Box 345
Yachats, OR 97498
T: 541-547-3565 ext. 102
citymanager@yachatsmail.org

for Notices only:

Contracts Officer
Contract Services | PCMM
Oregon State University
644 SW 13th Street
Corvallis, OR 97333
T: 541-737-4261
contract.services@oregonstate.edu

- 1.8. Amendment and Extension: This Agreement may be amended or extended only by written agreement signed by each party's authorized representative.
- 1.1. Governing Law: This Agreement is governed and construed in accordance with the laws of the State of Oregon.
- 1.2. Compliance with Applicable Law: The parties must comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to obligations and responsibilities described in this Agreement. The parties will consult with each other and make efforts to amicably and in good faith resolve dispute or misunderstandings that arise in administration of this Agreement
- 1.3. Indemnity and Insurance. Purchaser agrees to indemnify and hold harmless OSU, its officers, members, employees, and agents against any claims arising out of Purchaser's activities in connection with this Agreement, including Purchaser's use, sale, or distribution of materials tested and results received, and against any claims arising out of Purchaser's breach of this Agreement. OSU agrees to be responsible for any damage or any third party liability, which may arise from the performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution Article IX, Section 7, to the extent of liability arising out of the negligence of OSU. OSU shall not be required to indemnify or defend the Purchaser for any liability arising out of the wrongful acts of employees or agents of the Purchaser.
- 1.4. Insurance. OSU is self-insured under ORS 351.096, with adequate levels of excess general liability and commercial auto liability insurance, and maintains workers' compensation insurance for its employees in conformance with ORS Chapter 656.017. Oregon State University does not waive the right to subrogation.
- 1.1. Severability of Provisions. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect if the essential terms and conditions of this Agreement for both parties remain valid, legal and enforceable.
- 1.2. Costs. Each party will bear its own costs arising out of the negotiation, preparation and execution of this Agreement.
- 1.3. Warranty of Execution. Each party warrants that the execution, delivery, and performance of this Agreement is valid and duly authorized by the party.
- 1.4. Force Majeure. Neither party shall be responsible nor liable for any losses arising out of any delay in or interruption of the performance of its obligations under this Agreement due to acts of God, strikes, lockouts, riots, acts of war, terrorism, epidemics, governmental regulations, fire, severe weather conditions, flight delays, or other causes beyond the reasonable control of the party so affected at the time such causes arise.
- 1.5. Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, and all of which together shall constitute one in the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original.

- 1.6. Merger: This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties. Any such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

ACKNOWLEDGMENT

The parties, by the signature below of their authorized representatives, acknowledge having read and understood this Agreement and agree to be bound by its terms and conditions. Neither party shall be accorded any advantage over the other because of being the drafter of any of the language of this Agreement.

OREGON STATE UNIVERSITY:

City of Yachats, Oregon:

DocuSigned by:		DocuSigned by:	
By: <u>Mindy Berger</u>	7/18/2022 10:59:24	By: <u>Heide Lambert</u>	7/15/2022 07:56:16
CE3F24B3BE7F40C...		1C3036980B2F453...	
Contracts Officer	Date	Heide Lambert	Date
Procurement & Contract Services PCMM		City Manager	

CASS Approval:

DocuSigned by:	
By: <u>Carrie Hertel</u>	7/14/2022 15:27:48 PDT
B5DCAB10CA85410...	
Carrie Hertel	Date
Director	
CASS Software Dev Group	

ATTACHMENT A

OREGON STATE UNIVERSITY

Yachats Database Development & Support

Statement of Work

Contractor: Oregon State University (OSU)

Agreement No. 2023-009254

The Services: OSU's Center for Applied Systems and Software (CASS) shall provide the following services supporting Purchaser's Yachats Oregon website and software application:

1. Design, Development Services and Maintenance. OSU's Center for Applied Systems and Software (CASS) will provide design, development services and maintenance of the Yachats Oregon Application as requested by Purchaser on an as needed basis.

- a. Purchaser shall submit requests for services ("Service Order") in writing by email to CASS to carrie.hertel@oregonstate.edu which will include:
 - Urgency of request
 - Summary of the need
- b. CASS will evaluate and respond to each Service Order within 2 business days and will provide an estimate of cost and time with follow up if needed.
- c. OSU will accept written Service Orders approved by the Yachats City Manager. No work will be performed without such written approval.
- d. Deliverables for this effort include updated code deployed to the production system and a status report with total cost upon completion of each work request.
- e. CASS staff will provide the design, development and maintenance services described in this Section 1. Invoices for work generated by Service Order will be issued each month for amounts owed. Purchaser will be charged based on the hourly rates¹ listed below:

Service Provided	OSU Fee No.	Unit Cost
Senior Staff Development & Maintenance	14211	\$101.00/hr
Staff Development & Maintenance	15785	\$73.00/hr
Student Development & Maintenance	15789	\$38.00/hr

- 1 The fees above are in accordance with the published External Fees found at <https://fees.oregonstate.edu/Public/BrowseExternal.aspx> under *College of Engineering, Computer Science Program, Center for Applied Systems & Software (CASS)*.

Yachats Website & Database Work

Center for Applied Systems & Software

Oregon State University

March 5, 2024

Presentation to the City of Yachats Finance Committee

What is CASS?

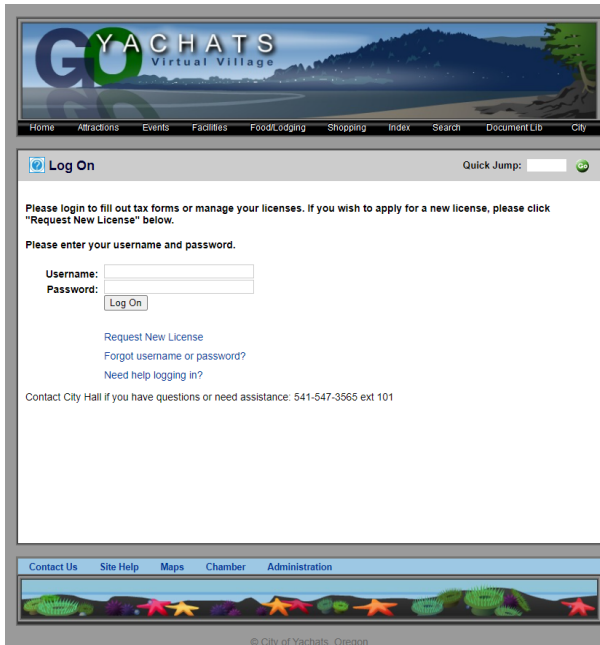
27 Years
Operating

15 Student
Developers

3 Professional
Developers

Provide exceptional **experiential learning and mentoring to students** by utilizing **technology solutions for internal and external clients** and applying cutting-edge research to everyday software practices.

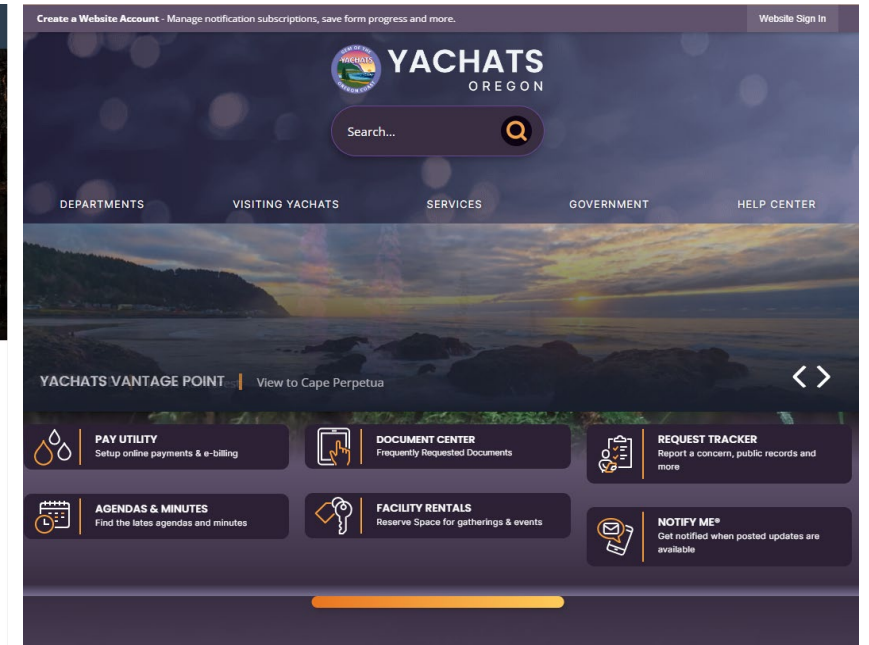
Brief Website Overview



GoYachats.com



YachatsOregon2.org

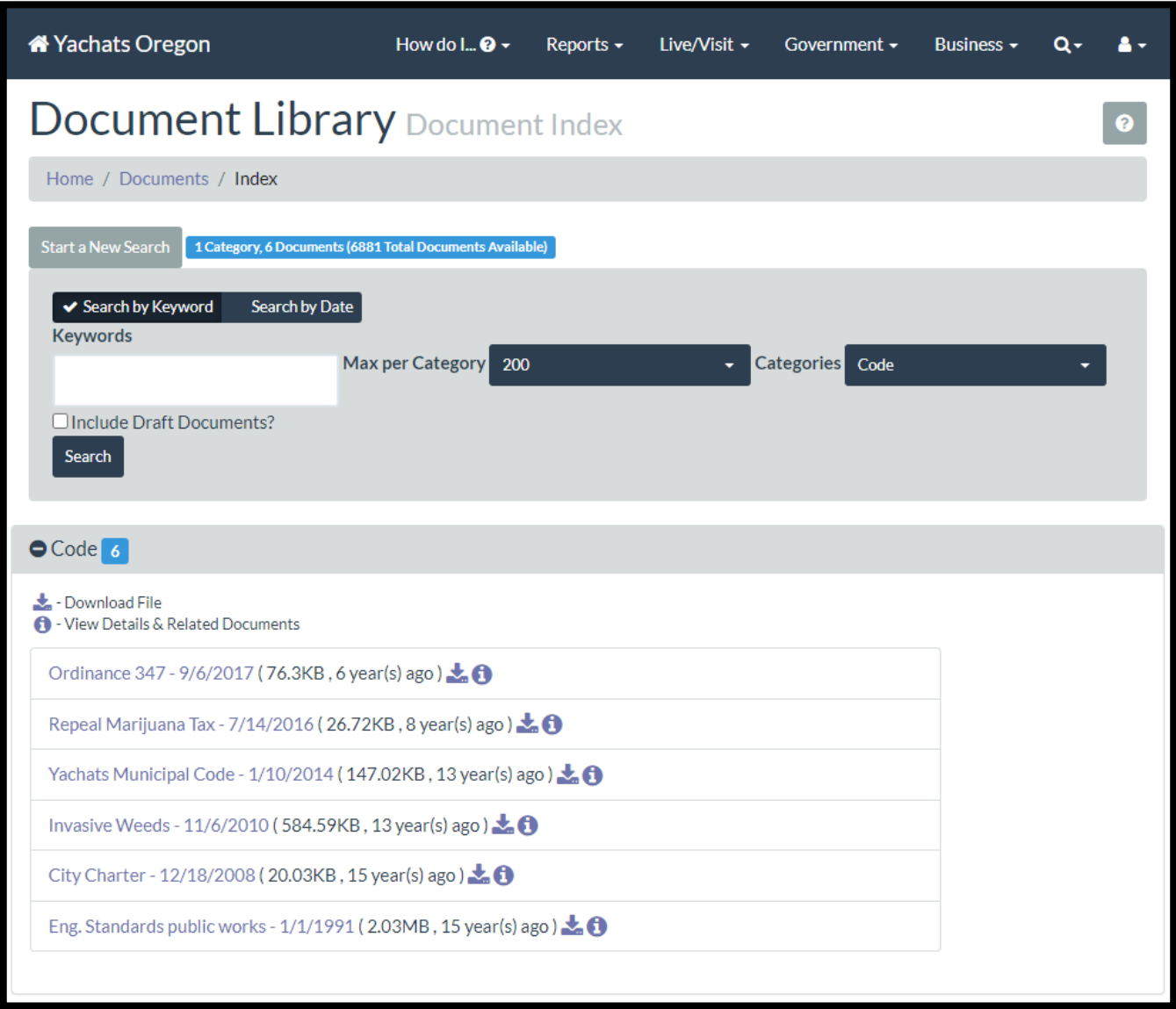
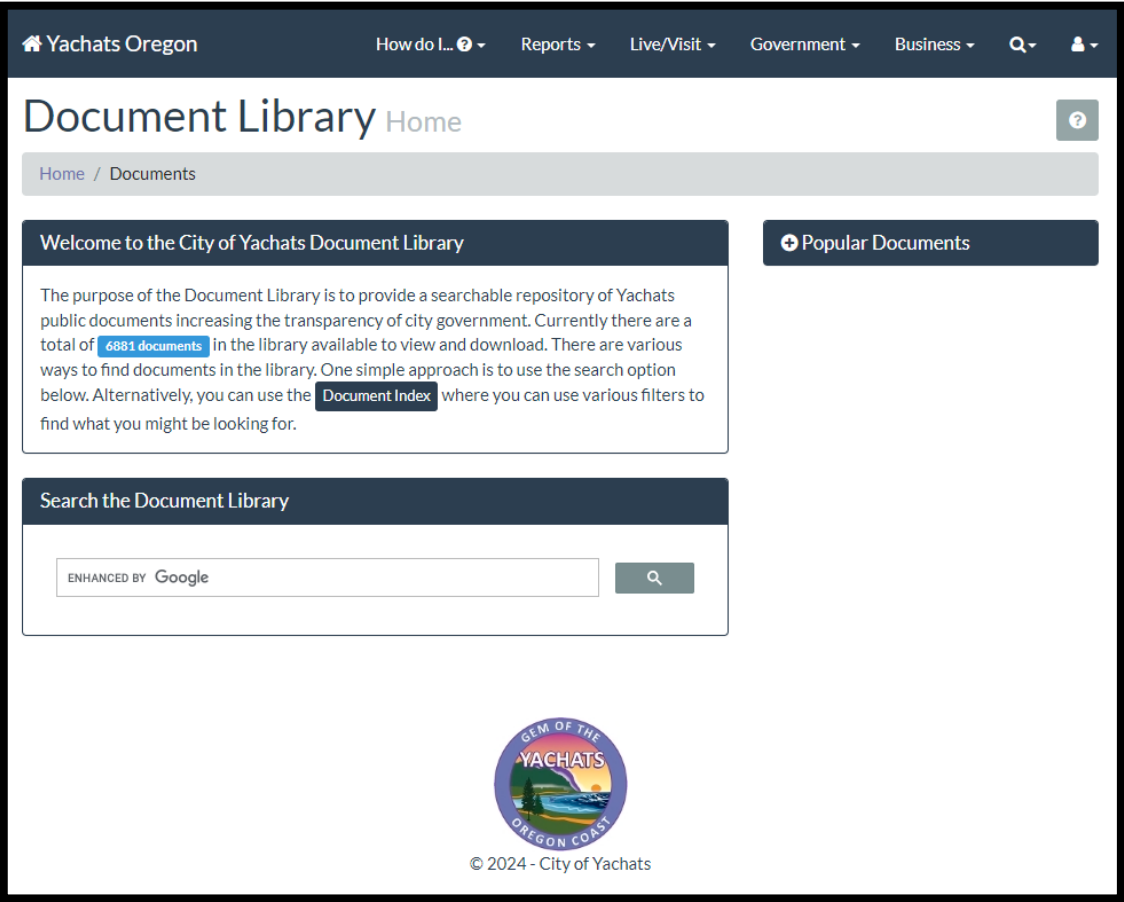


YachatsOregon.org

Work Review & Status

Work Product	Status
Document Library	Available on YachatsOregon2.org
Capital Improvement Projects	Available on YachatsOregon2.org (utilizes document library)
Commission Projects	Available on YachatsOregon2.org (utilizes document library)
User Authentication	Available on YachatsOregon2.org via Google Auth; other providers need configuration
Manage Users	Available on YachatsOregon2.org
Complaints	Issues with DiscountASP.net & have updates to make per City request; otherwise, complete
Feedback Collection	Available on YachatsOregon2.org
Reservations	In Progress; largely coded but needs invoicing feature modifications
Backend Work & Support	Ongoing as needed/requested
Invoice and Payment Management Modernization	Scoping Phase

Document Library



Capital Improvement Projects (CIP)

Yachats Oregon

How do I...

?

ReportsLive/VisitGovernmentBusiness

Q

Cip Projects Home

?

Home / Projects / Cip

Keywords...

Enterprise : Approved, Enterprise : In Review

Search

Start Over

Sort By:

Name

Library Upgrade

02/17/2021 David Rivinus

General Funds : CC Report

Library Upgrade Phase 2

11/13/2023 David Rivinus

General Funds : CC Report

GEM OF THE YACHATS OREGON COAST

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Enterprise : Approved, Enterprise : In Process, Enterprise : In Review

Enterprise : Approved

Enterprise : Complete

Enterprise : In Process

Enterprise : In Review

General Funds : CC Report

General Funds : Complete

General Funds : Discovery

General Funds : Hold

Yachats Oregon

How do I...

?

ReportsLive/VisitGovernmentBusiness

Q

Project Details

Library Upgrade Phase 2

11/13/2023 David Rivinus

General Funds : CC Report

Library, Projects

Based on found conditions from Foundation Engineering's Geotech report dated August 29; the design team met to discuss the impacts of the recommended foundation on the existing building and the proposed addition. We were directed to perform two construction estimates for the library; one for saving as much of the existing building as possible and the other estimate for a complete teardown and rebuild.

Hwy 101 N.

Lib Upgrade 2

Preview Document

Download Document

Close

Library Upgrade

Commission Projects

Yachats Oregon

How do I...

?

Reports

Live/Visit

Government

Business

Q

Commission Projects

Home

Home / Projects / Commission

Keywords...

Closed, Commission Rework, Council Review

All Categories

Year

Public Works

Search

Start Over

Sort By:

Name

[2024 Water Rates](#)

11/14/2023 Linn West

In Progress



© 2024 - City of Yachats

Closed, Commission Rework, Council Review

Closed

Commission Rework

Council Review

In Progress

Manager Review

✓

✓

✓

✓

✓

Yachats Oregon

How do I...

?

Reports

Live/Visit

Government

Business

Q

Project Details

2024 Water Rates

11/14/2023 Linn West

In Progress

 Projects, Public Works

Hwy 101 N.

Water Rate FAQ

Water Rate Snapshot

water rates

- Preview Document

- Download Document

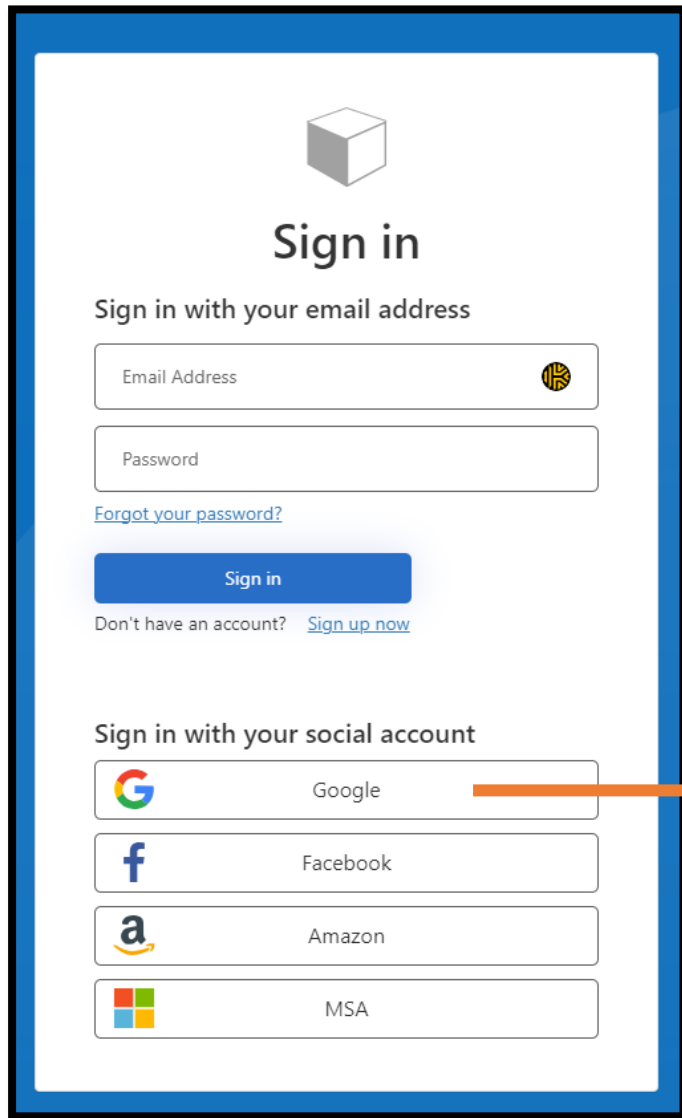
Close



Next Steps for Projects (CIP and Commission)

- If desired, add links from within the Civic Plus yachatsoregon.org site

Sign in Using Microsoft Azure B2C



Sign in

Sign in with your email address

Email Address 

Password

[Forgot your password?](#)

[Sign in](#)

Don't have an account? [Sign up now](#)

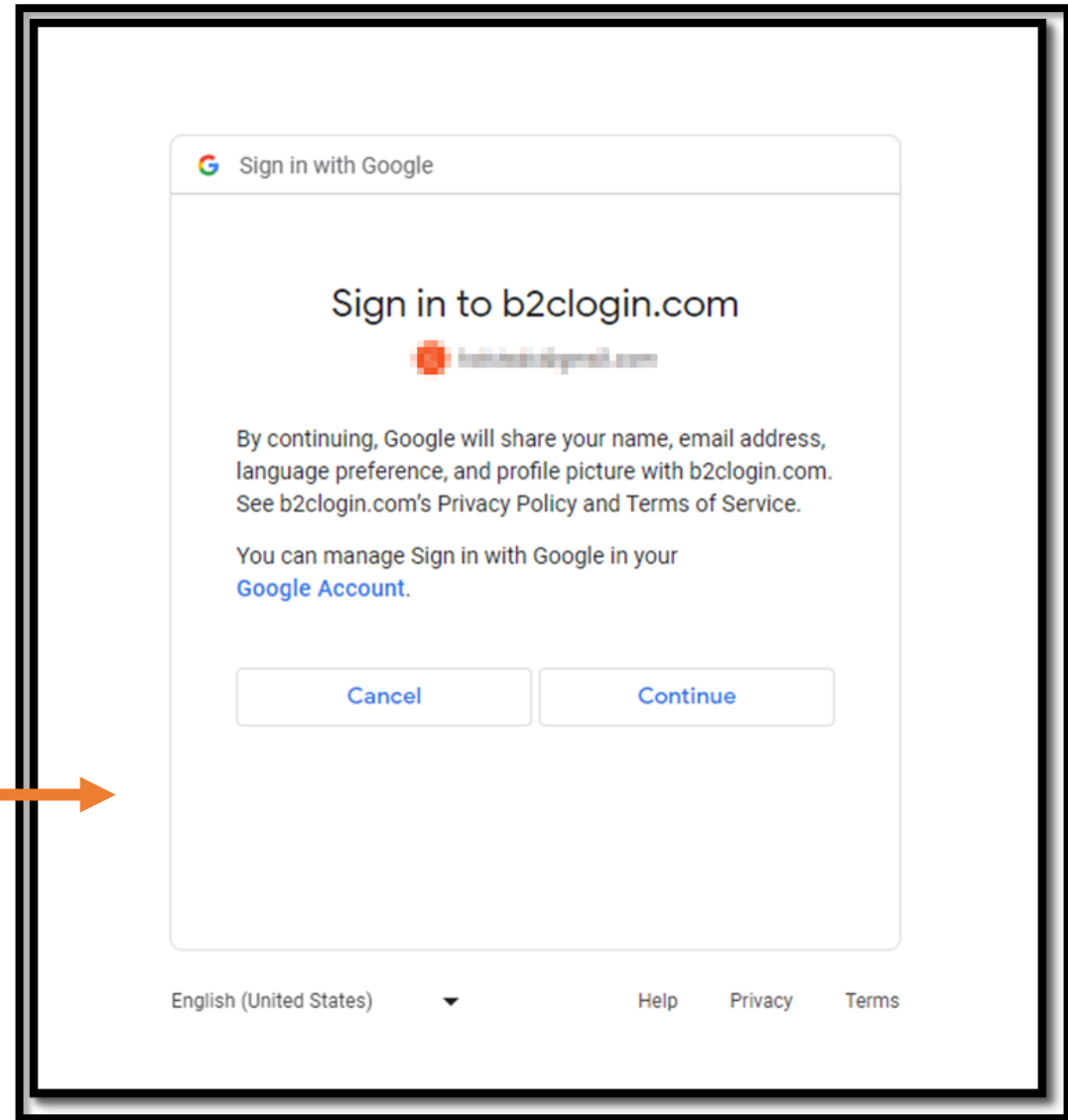
Sign in with your social account

 Google

 Facebook

 Amazon

 MSA



Sign in with Google

Sign in to b2clogin.com

By continuing, Google will share your name, email address, language preference, and profile picture with b2clogin.com. See b2clogin.com's Privacy Policy and Terms of Service.

You can manage Sign in with Google in your [Google Account](#).

[Cancel](#) [Continue](#)

English (United States) ▼ [Help](#) [Privacy](#) [Terms](#)



Next Steps for B2C

- Finish Configuring Remaining Auth Providers for Production
yachatsoregon2.org Domain

Manage Users

Yachats Oregon

How do I...

?

Reports

Live/Visit

Government

Business

Admin

Q

Account Management

List of Users

?

Home / List of Users

Enter a name or an email

Add a User

Display Name	Email	Roles	
Bobbi Price	bobbi.price@yachats.org	Super Administrator	x
Carrie TEST	carrie.test@yachats.org	Super Administrator	x
CIP Coordinator	cip.coord@yachats.org	Super Administrator	x
Greg Scott	greg.scott@yachats.org	Super Administrator, Organization Owner	x
Greg Scott	greg.scott@yachats.org	Complaints, Projects, Documents, Property, Reservations	x
Jess	jess@yachats.org	Complaints, Staff	x
Jess2	jess2@yachats.org	Super Administrator	x
Mark Clements	mark.clements@yachats.org	Super Administrator	x
Mark Clements	mark.clements@yachats.org	Super Administrator	x
Padraic McGraw (azure)	padraic.mcgraw@yachats.org	Super Administrator	x
Preregistered User	preregistered@yachats.org	Documents	x
Rick McClung	rick.mcclung@yachats.org	Super Administrator	x
Sankalp S Patil	sankalp.patil@yachats.org	Super Administrator	x

Account Management

Home / Pre-Register a New User

Enter new user's email address

Enter new user's roles

☐ Accounting

☐ Complaints

☐ Documents

☐ Licenses

☐ Organization Owner

☐ Projects

☐ Property

☐ Public

☐ Reservations

☐ Staff

☐ Super Administrator

☐ System Analysis

☐ Tasks

☐ Water Data

Create New User

Cancel

Back to List

Complaints

Yachats Oregon

How do I...? Reports Live/Visit Government Business

City Complaints Home

Home / Complaints / Index

Enter an Address...

New, In Review, In Progress, Judicial Review

Type

Year

Search

Start Over

☐ My Complaints

Junk @ 501 Aqua Vista Loop

Judicial Review

07/11/2023

8 Months

Noise @ 101 10th Street E.

In Progress

06/23/2023

8 Months

Camping @ 469 7th Street W.

In Progress

06/23/2023

8 Months

Rental @ 211 addn 1st Street W.

In Progress

06/23/2023

8 Months



© 2024 - City of Yachats

Yachats Oregon

How do I...?

City Complaints Home

Home / Complaints / Create Complaint

Create Complaint

Carrie TEST

Address...

Describe your problem...

Complaint Documents

(Files must be less than 2 mb)

Choose Files No file chosen

Submit

New, In Review, In Progress, Judicial Review

New

In Review

In Progress

Judicial Review

Closed

Duplicate



Next Steps for Complaints

- Test Staged Version with Address Removed
- Deploy to Latest to Azure Site
- To Resolve DiscountASP.NET Host Issue, Migrate to Azure
 - Final Step: Switch DNS to Azure
- If desired, add link from within Civic Plus yachatsoregon.org site

Feedback

 Yachats Oregon

Facility Reservations [Home](#)

[Home](#) / [Reservations](#) / [Review Reservation](#)

Leave a Review

Your feedback is important to us. Please let us know how your experience was with this issue.

How satisfied are you with the outcome?

Outcome Review

How satisfied are you with the time to complete this item?

Time Review

Please leave any additional notes in the textbox below.

Additional Notes...

Submit

Reservations

Yachats Oregon

How do I...

?

Reports

Live/Visit

Government

Business

Admin

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Calendar

Home

?

Home

Calendar

Index

Make a Reservation

My Reservations

Review Reservations

Manage Facilities

Meetings

☒

Events

☒

<

>

today

March 2024

month

week

day

Sun	Mon	Tue	Wed	Thu	Fri	Sat
25	26	27	28	29	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16

Reservations

 Yachats Oregon

How do I...▼ Reports▼ Live/Visit▼ Government▼ Business▼ Admin▼ ▼ ▼

Reservations Home 

Home / Reservations / Add

1

2

3

4

5

6

7

General Information Select Facilities Select Dates and Times Select Add-Ons Contact Information Event Information Confirm and Submit

Tell us more about your reservation

I'm reserving a facility for

☐ Myself

☐ Private Party

☒ Non-profit

☐ Business

☐ Government

Next

Reservations

Yachats Oregon

How do I...

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Reservations

Home

?

Home

Reservations

Add

1

2

3

4

5

6

7

General Information

Select Facilities

Select Dates and Times

Select Add-Ons

Contact Information

Event Information

Confirm and Submit

Select Facilities:

501 Building

City of Yachats (Room #1)

City Picnic Shelter

Commons Kitchen (Room #5)

Commons Meeting Room #3

Commons Meeting Room #7

Commons Meeting Room #8

Commons Multi-Purpose Room

The Barn

Yachats Public Library

<

>

today

February 2024

month

week

day

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	31	1	2	3
4	5	6	7	8	9	10
		9:30 City Picnic She	9:3 Commons Kitch			
		9:3 Commons Multi				
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	1	2
3	4	5	6	7	8	9

11: Commons Kitch

Oregon

How do I...

?

Reports

Live/Visit

Government

Business

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Q

Commons Meeting Room #3

X

Capacity: 49

Description: This meeting room has a capacity of 49 seats without tables. Smaller groups if tables needed.

Daily Rate: \$0

Hourly Rate: \$0

Coffee Service - \$20

Grand Piano - \$100

Portable Sound System - \$15

Pipe and Drape System - \$100

Black Chairs - \$2.5

Folding Chairs - \$1.5

Folding Tables - \$5

GEM OF THE YACHATS

OREGON COAST

<

>

today

February 2024

month

week

day

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	1	2
3	4	5	6	7	8	9

Reservations

Reservations Home

Home / Reservations / Add

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General Information

Select Facilities

Select Dates and Times

Select Add-Ons

Contact Information

Event Information

Confirm and Submit

Select Times:

Start Date

03/12/2024 12:00 PM

End Date

03/12/2024 2:30 PM

Setup and Takedown:

Setup Time

15

Takedown Time

15

Total Price: \$408

<

>

today

March 2024

month

week

day

Sun	Mon	Tue	Wed	Thu	Fri	Sat
25	26	27	28	29	1	2
3	4	5	6	7	11:4 Commons	
10	11	12	13	14		
		11:45a Your Event				
17	18	19	20	21		
24	25	26	27	28		
					7:49a City Pic	
					7:49a Comm	
					7:49a Comm	
					7:49a Comm	
					+1 more	
31	1	2	3	4		
7:49 City Picnic She						
7:4 Commons Kitchy						
7:4 Commons Meeti						
7:4 Commons Meeti						
+1 more						

Reservations Home

Home / Reservations / Add

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4

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6

7

General Information

Select Facilities

Select Dates and Times

Select Add-Ons

Contact Information

Event Information

Confirm and Submit

Select Add-ons:

Commons Meeting Room #3

^

☐ Coffee Service (\$20)

☒ Grand Piano (\$100)

☐ Portable Sound System (\$15)

☐ Pipe and Drape System (\$100)

☒ Black Chairs (\$2.5)

☐ Folding Chairs (\$1.5)

☒ Folding Tables (\$5)

Total Price: \$434.875

Selected Add-Ons:

Commons Meeting Room #3

- Grand Piano - \$100
- Black Chairs - \$2.5
- Folding Tables - \$5

Back

Next

Reservations

Reservations

Home

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Home / Reservations / Add

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General Information

Select Facilities

Select Dates and Times

Select Add-Ons

Contact Information

Event Information

Confirm and Submit

Contact Information

Who's Making the Reservation?

Organization Name

Red Hat Ladies

Organizer Email

organization@rhl.com

Additional Contacts (optional)

Event Manager Name

Event Manager Email

Back

Next

Reservations

Home

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Home / Reservations / Add

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4

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7

General Information

Select Facilities

Select Dates and Times

Select Add-Ons

Contact Information

Event Information

Confirm and Submit

Event Information

Reservation Name

Red Hat Society Meet and Greet

Private Event

☒ Yes

☐ No

Upload Image

Choose File

Red_Hat_logo.svg.png

Reservation Details

West Coast Fun

Back

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Reservations

Reservations

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[Home](#) / [Reservations](#) / [Add](#)

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General Information

Select Facilities

Select Dates and Times

Select Add-Ons

Contact Information

Event Information

Confirm and Submit

Confirm and Submit

Reservation Type:

- Non-Profit

Facilities:

- Commons Meeting Room #3

Date and Time:

- 03/12/24, 11:45 AM - 02:45 PM

Back

Submit Request

Add-Ons:

- Commons Meeting Room #3
 - Grand Piano - \$100.00
 - Black Chairs - \$2.50
 - Folding Tables - \$5.00

Contact Information:

- Organization Name: Red Hat Ladies
- Organizer Email: organization@rhl.com

Event Information:

- Reservation Name: Red Hat Society Meet and Greet
- Is Private: Yes
- Reservation Details: West Coast Fun

Total Price: \$434.875

My Reservations

Yachats Oregon

How do I...

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Facility Reservations

My Reservations

?

Home / Facility Reservations / City Reservations

Red Hat Society Meet and Greet

@ Commons Meeting Room #3

3/12/2024 11:45 AM - 3/12/2024 2:45 PM

Awaiting Approval - Awaiting Payment

1 Weeks

Leave A Review

Reservations

Review Reservations

?

Home / Reservations / Review Reservation

Awaiting Approval - Awaiting Payment

Red Hat Society Meet and Greet

@ Commons Meeting Room #3

3/12/2024 11:45 AM - 3/12/2024 2:45 PM

Grand Piano

Black Chairs

Folding Tables

Organizer Name: Carrie TEST

Organizer Email: organization@rhl.com



Description: West Coast Fun

Total Price \$26.00

Edit Reservation

Approve

Deny

Manage Facilities

Yachats Oregon

How do I... Reports Live/Visit Government Business Admin

City Facilities Home

Home / City Facilities / City Facilities

+ Add Facility ?

Yachats Public Wireless Network - Commons

Not Reservable

Capacity: 20



Yachats Public Library

Capacity: 20



City of Yachats (Room #1)

Capacity: 20



Yachats Public Wireless Network - Sewer Plant

Not Reservable

Capacity: 20



Little Log Church

Not Reservable

Capacity: 20



Commons Kitchen (Room #5)

Capacity: 49



Commons Multi-Purpose Room

Capacity: 162



Commons Meeting Room #3

Capacity: 49



Yachats Public Wireless Network - Library

Not Reservable

Capacity: 20



Yachats Public Wireless Network - Commons

Capacity: 20

Description: The City offers a free public wireless network service at the library, Commons, and sewer plant. This service extends into the parking area around each building.

Daily Rate: \$60

Hourly Rate: \$15



< > today

February 2024

month week day

Sun	Mon	Tue	Wed	Thu	Fri	Sat
28	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	1	2
3	4	5	6	7	8	9

Manage Facilities

Yachats Oregon

How do I...

?

ReportsLive/VisitGovernmentBusinessAdmin

City FacilitiesHome

Home / City Facilities / City Facilities

Yachats Public Wireless Network - Commons

Capacity: 20



Yachats Public Library

Capacity: 20



City of Yachats (Room #1)

Capacity: 20



Yachats Public Wireless Network - Sewer Plant

Capacity: 20



Little Log Church

Capacity: 20



Commons Kitchen (Room #5)

Capacity: 49



Commons Multi-Purpose Room

Capacity: 162



Commons Meeting Room #3

Capacity: 49



Yachats Public Wireless Network - Library

Capacity: 20



Yachats Oregon

How do I...

?

ReportsLive/VisitGovernmentBusinessAdmin

City FacilitiesHome

Home / Facilities / Edit

Facility Name

Yachats Public Wireless Network - Commons

Facility Capacity

20

Can be Reserved?

YesNo

Price Per Day

60.00

Price Per Hour

15.00

Facility Description (Optional):

The City offers a free public wireless network service at the library, Commons, and sewer plant. This service extends into the parking area around each building.

Save Changes

Facility Image (Optional):

Choose FileNo file chosen



Add Ons (Optional):

Add Add-On



Next Steps for Reservations

- Add Invoicing Support for Recipients Who Aren't Organizations
 - Enables invoices to be generated for reservations
 - Dependent upon invoice modernization
- Finalize Design of Multi-Room Reservation Display on Calendar
- Testing & Deployment

Backend Work & Support

- Set up a Yachats Staging site for testing of yachatsoregon2 and GoYachats
- GoYachats bugs fixed
 - Fixed and released Invoice issue with amounts less than 1 cent
 - Includes ability to control the minimum 'overdue' invoice reminder amount (currently set to 5\$)
- Email support
 - Modified DNS to match SMTP settings for the goyachats and yachatsoregon2 domains to reduce bounce messages
- Setup Azure Hosting Environment for yachatsoregon2
 - Resolves issue with new complaints submissions
 - Moves to a “pay per use” model for yachatsoregon2 vs a flat fee with current host



Invoice & Payment Management (Springbrook Integration)

- In Analysis & Design Phase
 - Reviewed current Invoice Management interface and developed prototypes for modernizing and moving it to yachatsoregon2
 - Designed potential solutions for creating invoices not tied to an organization (support for reservation invoicing, and miscellaneous invoices with custom recipients)
 - Analyzing Payment Management for License and Tax Invoices
 - Focus initially on eliminating double entry of payment data (Springbrook Integration)
 - Need to support organizations with \$0 in revenue in tax reporting better
 - Need to support management company payments which cover multiple vacation rentals
 - Need to support monthly invoice option in addition to the current quarterly invoice for taxes



GoYachats Migration (Backlog)

- Migrate License Application Process
 - Some work completed by a different contractor years ago may be useful
- Migrate Organization Management Features
- Migrate Remaining Tax and Invoice Features
- Migrate Organization Accounts
- Migrate, Modernize, or Abandon Reporting Features
- Migrate, Modernize, or Abandon Admin Features
- Shut Down GoYachats
 - yachatsoregon2.org and yachatsoregon.org only sites remaining

Time & Materials Agreements and Costs

Agreement No.	Period	Not-to-Exceed	Date Signed	Amount Paid
2022-006924	10/1/2021 - 6/30/2022	\$ 4,000.00	9/27/2021	
2022-006924 A1	Same	\$ 16,000.00	11/23/2021	
2022-006924 A2	Same	\$ 26,000.00	3/30/2022	\$ 25,435.69
2023-009254	7/18/2022 - 6/30/2023	\$ 25,000.00	7/18/2022	
2023-009254 A1	Same	\$ 50,000.00	4/7/2023	
2023-009254 A2	Extended to 6/30/2024	\$ 125,000.00	5/22/2023	\$ 112,037.36*

* Through December 31, 2023

Thank you

Software Development Work and Status for the City of Yachats as of March 5, 2024

Work Product	Status
Document Library	Available on YachatsOregon2.org
Capital Improvement Projects	Available on YachatsOregon2.org (utilizes document library)
Commission Projects	Available on YachatsOregon2.org (utilizes document library)
User Authentication	Available on YachatsOregon2.org via Google Auth; other providers need configuration
Manage Users	Available on YachatsOregon2.org
Complaints	Issues with DiscountASP.net & have updates to make per City request; otherwise, complete
Feedback Collection	Available on YachatsOregon2.org
Reservations	In Progress; largely coded but needs invoicing feature modifications
Backend Work & Support	Ongoing as needed/requested
Invoice and Payment Management Modernization	Scoping Phase

Software Development Agreements between the City of Yachats and Oregon State University

Agreement No.	Period	Not-to-Exceed	Date Signed	Amount Paid
2022-006924	10/1/2021 - 6/30/2022	\$ 4,000.00	9/27/2021	
2022-006924 A1	Same	\$ 16,000.00	11/23/2021	
2022-006924 A2	Same	\$ 26,000.00	3/30/2022	\$ 25,435.69
2023-009254	7/18/2022 - 6/30/2023	\$ 25,000.00	7/18/2022	
2023-009254 A1	Same	\$ 50,000.00	4/7/2023	
2023-009254 A2	Extended to 6/30/2024	\$ 125,000.00	5/22/2023	\$ 112,037.36*

City Hall

Projects		Budgeted	Spent (Jul-	24-25	25-26	26-27	27-28	28-29	29-30	30+
		23-24	Feb)							
Conex Installation		20,000	0	20,000						
501 Gutters and Fascia, Building Repair		20,000	0	20,000						
Exterior Rehabilitation; ADA Compliant/Code & Safety				60,000						
Security Upgrade		10,000	1,266	18,734						
		0	0	0						
Interior security remodel		0	0	60,000						
Fake Police Car		0	0	5,000						
		0								
		0								
Total		\$50,000	\$1,266	\$183,734	\$0	\$0	\$0	\$0	\$0	\$0

Commons

Projects	Original Estimated Cost	Budgeted 23-24	24-25	25-26	26-27	27-28	28-29	29-30	30+
Gutters and Fascia and Roof Repair	50,000	35,000							
M/E/P Updates	25,000	25,000							
Fire & Safety Updates, Egress, Hardware and Lighting	25,000	25,000							
Security Updates	10,000	10,000							
Sound / Lighting Updates	25,000	25,000							
Generator Rehousing and Relocation	15,000	15,000							
Interior Remodel to Accommodate Childcare Facilities / Secure Area	80,000	80,000							
Park Plan / Civic Plan / Masterplan		30,000							
Masterplan Project Implementations	500,000			100,000	200,000	200,000			
Park Development			24,000	36,000					
Resiliency - Solar Energy			175,000						
Public Restroom			100,000						
Commons NE Entrance			105,000						
Pavilion Upgrades			40,000						
Commons Storage Improvements			14,500						
Total		\$245,000	\$458,500	\$136,000	\$200,000	\$200,000	\$0	\$0	\$0

Library

Projects	Original Estimated Cost	Budgeted 23-24	24-25	25-26	26-27	27-28	28-29	29-30	30+
Library Grant Writer	6,000	6,000							
Library Project Preparation / Storage	3,000	3,000							
Library Architectural Design (M D Arch)	32,000	6,000							
Library Preconstruction, Permitting Fees and Prep	5,000	7,000							
Library Rehabilitation and Addition	600,000	236,000							
Sprinkler - Building Update: Fire/Safety	85,000								
Library Operationalization	20,000								
Website and Branding			10,000						
Evaluate Suitability of Site			35,000						
Finalize Site Purchase			550,000						
Site Preconstruction - Helical Piers				85,000					
Site Preconstruction - Soilwork Drainage				45,000					
Re-Engineer Design				30,000					
Construction				600,000					
Interior Finishing					100,000				
Final Landscaping					55,000				
Total		\$258,000	\$595,000	\$760,000	\$155,000	\$0	\$0	\$0	\$0

LLCM

Projects	Original Estimated Cost	Budgeted							
		23-24	24-25	25-26	26-27	27-28	28-29	29-30	30+
LLCM Rehabilitation	500,000	154,000							
Total		\$154,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Parks & Trails

Projects	Original Estimated Cost	Budgeted 23-24	Spent (Jul- Feb)	24-25	25-26	26-27	27-28	28-29	29-30	30+
Bayside Boardwalk Engineering	125,000	50,000		60,000						
Extension of Walkway to State Park	750,000					350,000	400,000			
Gateway Overlook and Improvements	450,000				350,000	100,000				
Boardwalk Construction	875,000			125,000	500,000	250,000				
Underground Utilities	200,000				200,000					
Skate Park Improvements	25,000	10,000								
Total		\$60,000	\$0	\$185,000	\$1,050,000	\$700,000	\$400,000	\$0	\$0	\$0

Streets and Storms

Fiscal Year

MP Priority	Year	Projects	Original Estimated Cost	Budget 23-24	In Process 23-24	Carry forward	24-25	25-26	26-27	27-28	28-29	29-30	30+
		Prospect-Loma Sitework & General Construction	152,000	132,281									
		Loma to River Rd General Engineering	13,000	13,000		3,250	3,250						
		Loma to River Rd General Construction	187,000					180,000					
		Gimlet Gates	70,000	35,000									
		Oceanview Drive	50,000									50,000	
		Hwy 101 Curve Delineators		40,000	5,000	35,000	35,000						
		Marine/101 Storm Drain						60,000					
		Street Repair					100,000	100,000	100,000	100,000	100,000	100,000	
		Prospect-Loma Storm Drains	40,000	30,349									
		Stormwater Masterplan		29,022									
		Total	\$512,000	\$279,652	\$5,000		\$138,250	\$340,000	\$100,000	\$100,000	\$100,000	\$150,000	\$0

Wastewater

Fiscal Year

MP Priority	Year	Projects	Original Estimated Cost	Budget 23-24	In Process 23-24	Carry forward	24-25	25-26	26-27	27-28	28-29	29-30	30+
1	24	Hanley Drive Sewer Manholes	40,000	20,000		20,000	20,000	20,000					
	24	Annual Inflow and Infiltration Rehab	180,000	40,000		40,000	20,000	40,000	40,000	40,000	40,000		
2	24	Multi-VFD Upgrades*	50,000	25,000	25,000		25,000						
1	24	Pump Plug Install & Engineering	371,000	265,000	71,000	194,000	300,000						
	24	Man Doors PW Bldg. #2	15,000	15,000		15,000	15,000						
	24	Public Works Slide Gate	25,000	20,000		20,000	25,000						
1	24	PW Rehab - Rollup Doors	140,000	140,000	140,000								
	24	GIS Mapping Hardware	25,000	25,000		25,000	25,000						
2	24	Air Valve (spare)*	5,072	8,000	5,072								
1	24	Collection Design Standards	19,000	5,000	19,000								
2	24	SBR Waste Pump*	5,639	12,000	5,639								
2	24,25	UV Disinfection Control Upgrades	85,000	30,000	30,000	30,000	85,000						
	24	Shop Lighting Update	16,290	10,000	16,290								
	24	WWTP Portable Generator	44,122		44,122								
	25	E2PHS3WW - Loma to River Rd	50,000				50,000						
2	25	WWTP Upgrades *	240,000				240,000						
	25	PW Fuel Tank & Trailer	15,000				15,000						
2	25	Riverside Lift Station Improvements	250,000				50,000	200,000					
2	25,26	Main Lift Station Improvements	382,000	50,000	50,000		166,000	166,000					
1	26	Quiet Water Lift Station Improvements	493,000					50,000	250,000	193,000			
1	28	PW Roofing	200,000						100,000	100,000			
1	28	PW Exterior Panels	350,000						100,000	250,000			
1	29	Outfall Pipeline Improvements	120,000								120,000		
1	29	Sewer line from King Street to E.3rd St.	140,000								140,000		
1	29	Mainline D ManholeD-010 to D-030, Ocean View Drive.	263,000								263,000		
2	30	Pontiac Lift Station Improvements	218,000									218,000	
2	30	Pontiac Force Main Improvements	121,000									121,000	
1	30	Mainline A ManholeA-040 to A-050	141,000									141,000	
		Contingency		25,000	25,000		25,000	25,000	25,000	25,000	25,000	25,000	
		Total	\$4,004,123	\$690,000	\$431,123		\$1,061,000	\$501,000	\$515,000	\$608,000	\$588,000	\$505,000	\$0

Moved from 26 to;
Moved from 26 to;

* Indicates project could be considered part
of Project T-11 SBR, EQ Basin, & Digester
Control Upgrades.

Water

Fiscal Year

MP Priority	Year	Projects	Original Estimated	Budget 23-24	Carry forward	Fiscal Year						
			Cost			24-25	25-26	26-27	27-28	28-29	29-30	30+
0	24/25	SCADA Upgrade	60,000	49,044		30,000	30,000	30,000	30,000	30,000	30,000	
0	24/25	WTP Upgrade CIP Annually	30,000	30,000		30,000	30,000	30,000	30,000	30,000	30,000	
0	24/25	Public Works Slide Gate	15,000	20,000	20,000	20,000						
0	24/25	Annual Hydrant Replacements	10,000	8,000		10,000	10,000	10,000	10,000	10,000	10,000	
0	24/25	Property Acquisition, surveys, geotech	250,000	250,000	250,000	280,000						
1	24/25	E 2nd Street Loma to Yachats River Rd Construction	150,000			75,000	75,000					
1	24/25	WTP Clarifier Rehab Drives	250,000	150,000	150,000	250,000						
0	24/25	Water Treatment Plan Fence	20,000			20,000						
0	24/25	Blackstone 126 res Fence	25,000			25,000						
0	24/25	Water Booster Stations Gensets	70,000			70,000						
1	24/25	SWLCWPUD	70,000	75,000		70,000	100,000	100,000	100,000	100,000	100,000	
2	25/26	3rd Street Water line	167,000					167,000				
2	25/26	Pontiac Water line	88,000						88,000			
1	26/27	Combs Circle PRV Rehab	40,000					40,000				
1	26/27	System PRV upgrades	50,000				50,000					
1	26/27	WTP Electrical Control Systems	814,000				407,000	407,000				
0	27/28	Raw Reservoir Development on New property	?						?			
1	28/29	Reedy Cr Raw Water Line	208,000			104,000	104,000					
1	30+	1,000,000g reservoir replacement	6,000,000									6,000,000
1	30+	200,000g reservoir replacement	2,000,000									2,000,000
		Water Tank Seismic Retrofit Engineering	60,000	60,000	30,000	30,000						
		Plant Backwash Recycle System	140,000	140,000								
		Watertank Design Development	10,000	10,000								
		Windsong Street Service Reconnections	11,000				11,000					
		New PRV at 7th Street & Radar Rd	101,000					101,000				
		New PRV on King Street Between 7th and Prospect Ave	101,000					101,000				
		New 8" Water Main on Radar Road at Prospect Ave	57,000						57,000			
		New 8" Water Main on King Street at Prospect Ave	86,000						86,000			
		Service Truck w/Lift	80,000	80,000								
		Service Truck - Ranger	30,000	30,000								
		2nd St PH2 Prospect-Loma Waterline Construction	154,375	154,375								
		Contingency		25,000		25,000	25,000	25,000	25,000	25,000	25,000	
		Total	\$11,147,375	\$1,081,419		\$1,039,000	\$842,000	\$1,011,000	\$426,000	\$195,000	\$195,000	\$8,000,000

CIP Report

July-Dec, Jan, Feb FY 23-24

General Fund

Department	Project Description	23-24 CIP	Revised 23-24 Spending	Change Number 1	Change Number 2	Proposed Change Number 3	Proposed Change Number 4	Spending Jul-Dec 23-24	Spending Jan 23-24	Spending Feb 23-24
City Hall	Conex Installation	20,000	20,000							
City Hall	501 Gutters/Facia/Building Repairs	20,000	20,000							
City Hall	Security Upgrades	10,000	18,734					5,064.00		
		<u>50,000</u>	<u>58,734</u>					<u>5,064.00</u>	<u>0.00</u>	<u>0.00</u>
Commons	Gutters/Facia/Roof	35,000	35,000		67,000			28,000.00	14,000.00	
Commons	M/E/P Updates	25,000	25,000							
Commons	Fire, Safety, Egress, Hardware, Lighting	25,000	25,000							
Commons	Security Updates	10,000	10,000					1,000.00	4,987.00	
Commons	Sound & Lighting Updates	25,000	25,000							
Commons	Generator Relo, Resiliency	15,000	15,000							
Commons	Interior Remodel	80,000	80,000	60,000			30,000			
Commons	Park Master Plan	30,000	55,000							
Commons	Masterplan Project Implementation	0	0							
	Brush Box Fence and Gate	0	0	20,000				14,530.60		
Commons	Commons Park Development	0	0							
Commons	Commons Engineering	0	18,713							
Commons	Viewing Platform (now Parks & Trails)	0	0							
Commons	Electronic Readerboard Sign						30,000			
Commons		<u>245,000</u>	<u>288,713</u>					<u>43,530.60</u>	<u>18,987.00</u>	<u>0.00</u>
LLCM	LLCM Engineering Study	0	152							
LLCM	LLCM Rehabilitation	154,000	153,579					3,650.38		596.40
LLCM		<u>154,000</u>	<u>154,269</u>					<u>3,650.38</u>		
Library	Interior Design	0	754					6,226.25		
Library	Grant Writer	6,000	3,000							
Library	Preparation/Storage	3,000	3,000					400.00		
Library	Architectural Design	6,000	17,962					17,873.74		
Library	PreConstruction, Permits, Fees	7,000	7,000							
Library	Rehabilitation and Addition	236,000	236,000		204,000	190,510				
Library		<u>258,000</u>	<u>267,716</u>					<u>24,499.99</u>	<u>0.00</u>	<u>0.00</u>
Parks & Trails	Boardwalk Engineering	50,000	50,000					850.15		
Parks & Trails	Boardwalk Construction		0							
Parks & Trails	Underground Utilities		0							
Parks & Trails	Skate park Improvements	10,000	17,500			30,990		44,932.15	8,400.00	53,392.85
Parks & Trails	Pocket Parks		0					5,365.98		1,286.00
Parks & Trails	Wetlands Viewing Platform		0					2,214.46		
Parks & Trails	Archeological Testing		0							
Parks & Trails		<u>60,000</u>	<u>67,500</u>					<u>53,362.74</u>	<u>8,400.00</u>	<u>54,678.85</u>
Civic Departments Totals		767,000	836,931					130,108	27,387	54,679
	Streets	220,281	322,413					285,610.04	0	
	Storm Drains	59,371	79,449					15,145.00	0	
General Fund Totals		<u>1,046,652</u>	<u>1,238,793</u>					<u>430,863</u>	<u>27,387</u>	<u>54,679</u>

CIP Report**July-Dec, Jan, Feb FY 23-24****Public Works**

<u>Department</u>	<u>Project Description</u>	<u>23-24 CIP</u>	<u>Revised 23-24 Spending</u>	<u>Spending Jul-Dec 23-24</u>	<u>Spending Jan 23-24</u>	<u>Spending Feb 23-24</u>
Waste Water	WWTP Airvalve Actuator	0	43			
Waste Water	Spare Actuator Valve	8,000	8,000			
Waste Water	SBR Waste Pump	12,000	12,000	5,639.00		
Waste Water	Multi VFD Upgrades	25,000	25,000			
Waste Water	UV Disinfection Control Upgrades	30,000	30,000			
Waste Water	Wastewater Collection System Design Standards	5,000	5,000	1,016.25		
Waste Water	PW Rehab - Rollup Doors	140,000	140,000			69912.50
Waste Water	Shop Lighting Upgrade	10,000	10,000	16,290.00		
Waste Water	Man Doors PW Building #2	15,000	15,000			
Waste Water	GIS Mapping and Geolocation Utility Line Hardware	25,000	25,000			
Waste Water	Wastewater Unplanned Contingency	25,000	25,000			
Waste Water	Bypass Connectors	0	930			
Waste Water	Submersible pump elec plugs (Engineering)	0	30,893	25,823.95		
Waste Water	Submersible pump elec plugs (Installation)	265,000	242,336			
Waste Water	Public Works Slide Gate	20,000	20,000			
Waste Water	Integrator of Record	0	2,070	2,374.50		
Waste Water	AED Shop	0	6,000			
Waste Water	Main Pump Station Improve	50,000	73,000			
Waste Water	Inflow & Infiltration	40,000	71,384			
Waste Water	Hanley Drive Sewer Manholes	20,000	20,000			
Waste Water	Total	690,000	761,656	51,143.70	0.00	69,912.50
WW Equipment	Tractor	0	0			
WW Equipment	Platform Lift	0	0			
WW Equipment	Portable Generator	0	0		44,121.60	
	Total	0	0	0.00	44,121.60	
Water	E 2nd Street Waterline Engineering	0	0			
Water	E 2nd Street Waterline Construction	154,375	154,375	160,775.23		
Water	#2. Water Source Plan	0	0			
Water	South Tank Earthquake Valve	0	36,247			
Water	Backwash Recycle System	140,000	117,798	89,467.00		
Water	SCADA Upgrade	49,044	46,428			
Water	WTP Upgrade CIP Annually	30,000	54,978	15,044.78		
Water	Water Tank Design Development	10,000	10,000			
Water	Water Plant Clarifier	150,000	150,000			
Water	Service Truck with Lift	80,000	80,000	79,142.44		
Water	Service Truck Ranger	30,000	30,000	28,945.44		
Water	Public Works Slide Gate	20,000	20,000			
Water	Integrator of Record	0	2,043	1,899.60		
Water	Annual Hydrant Replacements	8,000	8,000			
Water	Seismic Retrofit Engineering	60,000	60,000	5,986.75		
Water	SWLPUD Linkup Engineering	75,000	75,000			
Water	Unplanned Contingency	25,000	25,000			
Water	Property Acquisition, surveys, geotech	250,000	250,000			
Water	Total	1,081,419	1,119,870	381,261.24	0.00	0.00
Storm Drains	Prospect to Loma Drains	30,349	30,349	12,395.00		
Storm Drains	Stormwater Master Plan	29,022	49,100	2,750.00		
	Total	59,371	79,449	15,145.00	0.00	0.00
Streets	East 2nd St - phase 2 Street Proj Engineering	0	5,132			
Streets	East 2nd St - phase 2 Street Proj Construction	132,281	229,281	283,819.12		
Streets	East 2nd Street Phase 3 Engineering	13,000	13,000			
Streets	Gimlet Gates	35,000	35,000			
Streets	Highway 101 Dilineators	40,000	40,000	1,790.92		
Streets	Total	220,281	322,413	285,610.04	0.00	0.00

General Ledger

Detailed Trial Balance



User: cityclerk@yachatsmail.org
 Printed: 02/08/2024 - 10:35AM
 Period: 01 to 08, 2024

Account Number	Description	Budget	Beginning Balance	Debit This Period	Credit This Period	Ending Balance
100	General Fund					
EXPENSE						
100-1020	Commons					
100-1020-205330	Building and Land Maintenance	45,000.00				
7/20/2023	AP 1 75 23563 - PACIFIC COAST LOCK & SAFE, LLC Ck# 23675		300.00		0.00	
7/20/2023	AP 1 75 23442 - BILL'S PEST CONTROL LLC Ck# 0		70.00		0.00	
7/27/2023	AP 1 102 23563 - PACIFIC COAST LOCK & SAFE, LLC Ck# 23688		160.00		0.00	
7/27/2023	AP 1 102 10095 - JILL MCLEAN Ck# 0		700.00		0.00	
7/31/2023	AP 1 124 23726 - KINDLER CONSTRUCTION LLC Ck# 23704		350.00		0.00	
7/31/2023	AP 1 132 23442 - BILL'S PEST CONTROL LLC Ck# 0		70.00		0.00	
8/17/2023	AP 2 80 23767 - CHRISTOPHER REAVES Ck# 23734		140.00		0.00	
8/17/2023	AP 2 84 23726 - KINDLER CONSTRUCTION LLC Ck# 23737		2,450.00		0.00 mep	
8/24/2023	AP 2 108 23372 - COASTAL REFRIGERATION Ck# 23745		220.40		0.00	
8/24/2023	AP 2 108 23563 - PACIFIC COAST LOCK & SAFE, LLC Ck# 23747		190.00		0.00	
8/31/2023	AP 2 128 10095 - JILL MCLEAN Ck# 0		720.00		0.00	
8/31/2023	AP 2 128 23682 - LEGACY Ck# 23759		5,257.59		0.00 mep	
8/31/2023	AP 2 128 10035 - R C & H JR LLC Ck# 23755		507.00		0.00	
8/31/2023	AP 2 133 23750 - KRYSTAL GEISINGER Ck# 0		933.74		0.00 mep	
8/31/2023	AP 2 133 10035 - R C & H JR LLC Ck# 23766		1,469.00		0.00 cip sound and light	
9/13/2023	AP 3 38 Commons gutter/roof repair and cleaning Ck# 23785		800.00		0.00	
9/13/2023	AP 3 46 Void 23774 Ck# 0		0.00		800.00	
9/13/2023	AP 3 47 23774 - AFFORDABLE GUTTER CARE Ck# 23803		800.00		0.00	
9/21/2023	AP 3 74 10035 - R C & H JR LLC Ck# 23807		839.00		0.00 sound and light	
9/21/2023	AP 3 74 23620 - RAU PLUMBING, INC. Ck# 23816		207.50		0.00	
9/21/2023	AP 3 74 10095 - JILL MCLEAN Ck# 0		700.00		0.00	
9/21/2023	AP 3 74 23767 - CHRISTOPHER REAVES Ck# 23819		110.00		0.00	
9/21/2023	AP 3 74 23767 - CHRISTOPHER REAVES Ck# 23819		30.21		0.00	
9/28/2023	AP 3 117 10035 - R C & H JR LLC Ck# 23821		506.00		0.00 sound and light	
9/28/2023	AP 3 117 10035 - R C & H JR LLC Ck# 23821		839.00		0.00	
9/28/2023	AP 3 117 23442 - BILL'S PEST CONTROL LLC Ck# 0		70.00		0.00	
9/28/2023	AP 3 117 10095 - JILL MCLEAN Ck# 0		27.50		0.00	
9/30/2023	AP 3 139 23398 - ACE ALARMS Ck# 23835		750.00		0.00	
10/12/2023	AP 4 40 23778 - BROTHERS GUTTERS LLC Ck# 23855		1,700.00		0.00 cip gutters	
10/12/2023	AP 4 40 23442 - BILL'S PEST CONTROL LLC Ck# 0		70.00		0.00	
10/12/2023	AP 4 40 23535 - AIRROW HEATING & SHEET METAL, Ck# 23848		2,847.00		0.00 cip mep	
10/19/2023	AP 4 70 keys and service call Ck# 23865		155.00		0.00	
10/20/2023	AP 4 74 Void 23563 Ck# 0		0.00		155.00	
10/20/2023	AP 4 75 23563 - PACIFIC COAST LOCK & SAFE, LLC Ck# 23884		155.00		0.00	
10/26/2023	AP 4 89 10095 - JILL MCLEAN Ck# 0		700.00		0.00	
10/26/2023	AP 4 89 23563 - PACIFIC COAST LOCK & SAFE, LLC Ck# 23902		190.00		0.00	
10/31/2023	AP 4 110 23674 - ELAN CREDIT CARD Ck# 2024019		449.99		0.00	

10/31/2023	AP	4	111 23563 - PACIFIC COAST LOCK & SAFE, LLC	Ck# 23913	190.00	0.00	
10/31/2023	AP	4	111 23525 - THOMPSON'S NURSERY	Ck# 23912	24.00	0.00	
10/31/2023	AP	4	111 23785 - TRADENET LLC	Ck# 0	6,100.00	0.00	channel drains
10/31/2023	AP	4	111 10156 - BETTER BARK & MORE	Ck# 23908	32.72	0.00	
11/8/2023	AP	5	25 23532 - ALL ELECTRIC SERVICE	Ck# 23927	316.00	0.00	cip mep
11/16/2023	AP	5	59 23790 - LOCAL COASTAL HANDYMAN LLC	Ck# 23944	220.00	0.00	
11/16/2023	AP	5	59 10095 - JILL MCLEAN	Ck# 0	700.00	0.00	
11/30/2023	AP	5	94 10058 - PLATT	Ck# 23950	60.00	0.00	
11/30/2023	AP	5	94 23620 - RAU PLUMBING, INC.	Ck# 23967	823.75	0.00	
11/30/2023	AP	5	116 23790 - LOCAL COASTAL HANDYMAN LLC	Ck# 23987	2,294.00	0.00	
11/30/2023	AP	5	116 10021 - TEN MILE LOCK & SAFE	Ck# 23975	234.00	0.00	
11/30/2023	AP	5	116 23790 - LOCAL COASTAL HANDYMAN LLC	Ck# 23987	694.00	0.00	
12/7/2023	AP	6	21 23532 - ALL ELECTRIC SERVICE	Ck# 23981	1,000.00	0.00	
12/7/2023	AP	6	21 23563 - PACIFIC COAST LOCK & SAFE, LLC	Ck# 23983	240.00	0.00	
12/13/2023	AP	6	43 23442 - BILL'S PEST CONTROL LLC	Ck# 0	70.00	0.00	
12/13/2023	AP	6	43 10095 - JILL MCLEAN	Ck# 0	700.00	0.00	
12/13/2023	AP	6	43 23442 - BILL'S PEST CONTROL LLC	Ck# 0	70.00	0.00	
12/21/2023	AP	6	81 23790 - LOCAL COASTAL HANDYMAN LLC	Ck# 24016	1,567.00	0.00	
12/21/2023	AP	6	81 10058 - PLATT	Ck# 24002	96.98	0.00	
12/21/2023	AP	6	81 10058 - PLATT	Ck# 24002	115.34	0.00	
12/21/2023	AP	6	81 23532 - ALL ELECTRIC SERVICE	Ck# 24010	2,000.00	0.00	cip sound and light
12/31/2023	AP	6	107 23581 - ASSOCIATED CLEANING SERVICES, I	Ck# 24021	265.00	0.00	
12/31/2023	AP	6	107 23785 - TRADENET LLC	Ck# 0	1,800.00	0.00	
12/31/2023	AP	6	120 23682 - LEGACY	Ck# 24047	684.80	0.00	mep
12/31/2023	AP	6	123 23563 - PACIFIC COAST LOCK & SAFE, LLC	Ck# 24042	4,960.00	0.00	cip childcare facility
12/31/2023	AP	6	123 23581 - ASSOCIATED CLEANING SERVICES, I	Ck# 24044	191.00	0.00	
1/3/2024	AP	7	7 23674 - ELAN CREDIT CARD	Ck# 2024029	35.98	0.00	
1/18/2024	AP	7	67 10106 - BARRELHEAD SUPPLY INC	Ck# 24057	161.88	0.00	
1/18/2024	AP	7	67 23471 - NEWPORT-WALDPORT ACQUISTION	Ck# 24063	25.18	0.00	
1/18/2024	AP	7	67 10022 - WALDPORT ACE HARDWARE	Ck# 24055	21.14	0.00	
1/18/2024	AP	7	67 23442 - BILL'S PEST CONTROL LLC	Ck# 0	70.00	0.00	
1/18/2024	AP	7	67 23806 - BAYVIEW FINISH & CONSTRUCTION	Ck# 24068	1,305.00	0.00	
1/18/2024	AP	7	67 23581 - ASSOCIATED CLEANING SERVICES, I	Ck# 24064	634.00	0.00	
1/18/2024	AP	7	67 23471 - NEWPORT-WALDPORT ACQUISTION	Ck# 24063	25.77	0.00	
1/31/2024	AP	7	108 10095 - JILL MCLEAN	Ck# 0	500.00	0.00	
1/31/2024	AP	7	108 23581 - ASSOCIATED CLEANING SERVICES, I	Ck# 24082	896.00	0.00	
1/31/2024	AP	7	108 23682 - LEGACY	Ck# 24084	3,270.02	0.00	mep
100-1020-205330 Totals:			Var: -11,922.49	45,000.00	0.00	57,877.49	955.00 56,922.49
100-1020 EXPENSE Totals:				45,000.00	0.00	57,877.49	955.00 56,922.49
EXPENSE Totals:				45,000.00	0.00	57,877.49	955.00 56,922.49
100 Totals:				45,000.00	0.00	57,877.49	955.00 56,922.49
Report Totals:				45,000.00	0.00	57,877.49	955.00 56,922.49

