

## **PROFESSIONAL SERVICES AGREEMENT**

This Agreement is entered into between **Baker County (County)** and **Baker City Downtown (Contractor)**

### **WITNESSETH:**

WHEREAS, Baker County has assessed, collected and administered a county-wide Transient Lodging Tax (TLT) authorized by Baker County Ordinance and Intergovernmental Agreements since 2006; and

WHEREAS, funds collected under the TLT Ordinance and Agreements are to be used, in part, for purposes of funding tourism promotion or tourism-related facilities; and

WHEREAS, the County recognizes that tourism and visitor services are a vital part of the economy of Baker County and its incorporated cities; and

WHEREAS, Baker County's goals for delivery of visitor services under this contract have been set forth by the Transient Lodging Tax Committee (TLT Committee) in a Request for Proposal which was approved by the Baker County Board of Commissioners, and Contractor has responded with a proposal for delivery of services in pursuit of those goals; and

WHEREAS, Baker County Commission Board has approved the entering into an agreement with Contractor to provide collaborative marketing to attract visitors to Downtown Baker City.

NOW THEREFORE, it is agreed between the parties as follows:

### **I.**

#### **1. Contractor Obligations:**

- a) **Scope of Services.** The Contractor shall provide services set forth in the Contractor's Downtown Marketing Services Proposal and Budget attached as Exhibit A and incorporated here by reference. The TLTC approved Baker City Downtown's (BCD) proposed scope of services and budget as submitted of \$75,000 for the service period of November 1, 2024, through October 31, 2025, with no optional additions. Amounts will be paid in equal monthly installments of twelve payments of \$6,250 following services rendered.
- b) **Performance Measures and Reporting Requirements.** Contractor shall submit a monthly report to the TLTC via TLTC Baker County staff on activity including key outcomes that move forward the strategic objectives outlined in the Strategic Plan, attached as Exhibit B and incorporated here by reference along with a copy of BCD's quarterly report filed with Oregon Main Street.

- c) **Budget.** Contractor shall submit a monthly budget report including a YTD Profit and Loss Budget Overview report.
- d) **Inclusive Contract Provisions.** Contractor will provide all labor, materials, supplies, equipment, office space, visitor space, reference and background data and information, and all other things necessary to perform the work outlined in Exhibit A, except as otherwise expressly provided in this Contract.

II.

In performing the above service, it is understood and agreed that:

- a) BCD certifies that they have the skills and experience to satisfactorily perform the duties of this Agreement.
- b) BCD is engaged as a contracted entity and will be responsible for any federal or state taxes applicable to this payment, including payroll taxes listed in the budget.
- c) BCD shall not enter into any subcontracts for any of the work scheduled under this Agreement or assign or transfer any of its interest in the Agreement, without the prior written consent of County.
- d) BCD shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement. A non inclusive list of applicable laws are attached as Exhibit C (Baker County Standard Contract Provisions) and incorporated herein by reference.
- e) BCD shall not be compensated for work performed under this Agreement by any other entity without the knowledge and written approval of County.

III.

County Responsibilities:

- a) County will pay BCD in monthly installments, as outlined above.
- b) County will pay BCD on a timely basis in accordance with the terms of this Agreement.
- c) This Agreement will not be effective until approved by the Baker County Board of Commissioners. Amendments or modifications to the Agreement may be authorized by the Baker County Board of Commissioners in writing on behalf of the County.
- d.) As a County appointed committee, the TLT Committee will provide a written

performance review of BCD's performance under this contract at six months and at the end of this contract.

IV.

Term and Termination:

- a) This agreement will take effect on November 1, 2024 and will remain in effect until October 31, 2025, unless terminated earlier pursuant to (b), (c) or (d) of this section, as outlined below.
- b) This Agreement may be terminated by mutual consent of both parties, or by either party upon 60 days notice, in writing and delivered by certified mail or in person.
- c) County may terminate this Agreement effective upon delivery of written notice to BCD, or at such later date as may be established by BCD, under any of the following conditions:
  - (i) If County funding from the federal, state or other sources, including the Transient Lodging Tax, is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services, the Agreement may be modified or terminated to accommodate a reduction in funds. Notice of modification shall be given to all parties 60 days prior to the commencement of such modification.
- d) County by written notice of default (including breach of contract) to BCD may terminate the whole or any part of this Agreement:
  - (i) If BCD fails to provide services called for by this Agreement within the time specified herein or any extension thereof, or
  - (ii) If BCD fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from County, fails to correct such failure within ten (10) days or such longer period as County may authorize.

The rights and remedies of County provided in the above clause related to defaults (including breach of contract) by BCD shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

V.



County and its duly authorized representatives shall have access to the books, documents, papers and records of BCD, which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcripts.

VI.

1. BCD shall defend, save and hold harmless County, its officers, agents, and employees, from all claims, suits, or actions of whatever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Agreement.
2. BCD agrees that insurance adequate to cover any potential loss or injury will be obtained or is currently available.

VII.

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be constructed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

VIII.

The failure of the parties to enforce any provision of this Agreement shall not constitute a waiver by the parties of that or any other provision.

IX.

THIS PROFESSIONAL SERVICES AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES, SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. BCD, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT THEY HAVE READ THIS DOCUMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.



BAKER CITY DOWNTOWN

DocuSigned by:  
Amy Brils  
Amy Brils, BCD President

Jeanne J. Phillips  
Jeanne Phillips, BCD Secretary

1655 1st St., Room 203  
Street address

Baker City, OR 97814  
City, State Zip

82-1810129  
(TAX ID #)

541-283-6963  
Phone

November 5, 2024  
Date

BAKER BOARD OF COMMISSIONERS

Shane M Alderson  
Shane Alderson, Commission Chair

Bruce Nichols  
Bruce Nichols, Commissioner

Christina Witham  
Christina Witham, Commissioner

11.6.24  
Date