

Yachats Commons User Support  
Service Contract

It is agreed by and between the following parties:

The Friends of the Yachats Commons Foundation (hereafter, "Friends")

An Oregon nonprofit corporation

P. O. Box 435

Yachats, OR 97498

Telephone (541) 547-4142

The City of Yachats (hereafter, "the City")

An Oregon municipal corporation

P.O. Box 345

Yachats, OR 97498

Telephone (541) 547-3565

**Services :**The Friends will provide User Support services to the patrons and users of the City owned facility known as the Yachats Commons (hereafter, "the Commons") including but not limited to: client walk- through; setup/take down; volunteer recruitment, scheduling, training and certification; access assistance, call-out response; event monitoring; inventory assistance, building security assistance, and assisting the City's Director of Public Works with occasional facilities maintenance needs.

**Coordination:** The Friends will coordinate the User Support services with the City Recorder, the City's Public Works Director, and various other employees of the City as may be determined by the City. The Friends will designate a representative to be the primary contact for the City's staff and Commissioners. Said representative will report on all activities undertaken as a result of this contract to the City's Parks and Commons Commission (hereafter, "the Commission") at its monthly meetings. This report will be provided verbally and in written form. The Friends and its employees and representatives involved in fulfilling this contract will be guided by the policies of the Commission and the City in all activities.

**Work space, supplies, utilities:** The City shall provide a suitable office space the agents of the Friends who are assigned to carry out the obligations of this contract. The City will provide telephone service, internet access, and a cell phone for the use of the Friends in accomplishing the provisions of this contract. The City will provide all supplies and equipment necessary for carrying out User Support services in the Commons. Such supplies will include office supplies, cleaning supplies, and other consumables. Responsibilities for keeping the Commons in clean and operational condition beyond those assigned by this contract will be the responsibility of the City

**Equipment:** Any equipment purchased for the Commons Support Manager and/or maintained with City funds shall become the property of the City.

**Questions and complaints:** Any person with a question or complaint regarding the activities of the Friends and its agents relative to this agreement shall be referred to the Board of Directors of the Friends. If the question or complaint is not resolved by the Friends, the person may bring the complaint to the Parks and Commons Commission for resolution.

**Worker Compensation:** If either the Friends or any other subcontractor hires employees to be used in the performance of this agreement, the Friends or subcontractor shall be solely responsible for complying with all Oregon's Workers' Compensation Law requirements, and shall indemnify the City against and hold the City harmless from any liability for noncompliance. The Friends shall provide a certificate or other proof of coverage satisfactory to the City.

**Insurance:** The Friends shall maintain a commercial general liability insurance policy with coverage of not less than \$1,000,000.00 combined single limit per occurrence, with aggregate of \$1,000,000.00 for bodily injury, personal injury or property damage. At no time shall the Friends allow such insurance coverage to be less coverage than the limits of liability under the Oregon Tort Claims Laws, ORS 3.0260-30.300, particularly ORS 30.275, as such laws now or may hereafter require. The policy shall contain a contractual agreement. The policy shall also contain an endorsement naming the City as an additional insured, in form satisfactory to the City, and expressly provide that the interest of the City shall not be affected by the Friend's breach of policy provisions. The policy shall be maintained in full force and effect during the full term of this agreement. The City shall terminate this agreement immediately at any time the Friends fails to comply with this provision. The Friends shall provide a current certificate of insurance satisfactory to the City.

**Subcontractor:** The Friends may delegate all or any part of its obligations hereunder to one or more subcontractors or employees, provided that the Friends shall have full responsibility for all activities performed by said Friends or employees as defined in this agreement. No such delegation shall impair the Friends' satisfactory performance of this contract.

**The Contract Price:** The City agrees to pay the Friends for the full performance of its obligations under this agreement the contract price of \$36,000. The contract price shall be paid in quarterly installments of \$9,000 each, on or before July 15, October 15, January 15, and April 15 of the fiscal year.

**Independent Friends:** The Friends is an independent contractor. The City shall specify the nature of the services to be rendered and the results to be achieved; however, the Friends shall control the manner in which the services are performed and the results are achieved. The Friends is not to be deemed an employee or agent of the City except as expressly authorized by the City in writing. The Friends shall be solely responsible for payment of all the Friend's income taxes, self-employment taxes, liability insurance, worker's compensation insurance and employee wages and benefits.

**Indemnification:** The City shall not be liable to the Friends for any injury to person or property sustained by the Friends, including its employees and agents, in performance of this agreement, except to the extent that such injury is caused solely by the negligent acts of the City. The Friends shall be liable for any injury to person and property it may cause to the City or to any third party, and shall indemnify the City against and hold the City harmless from any claims, damages, losses and expenses, including attorney fees, arising from its performance of, or failure to perform, this agreement. The extent of the City's obligation under the Oregon Constitution and ORS 30.260 through 30.300

**Mediation:** Any controversy arising from the performance by the Friends pursuant to this agreement or any question regarding interpretation of any term or condition set forth in this agreement shall be attempted to be resolved by mediation before either party in any court of competent jurisdiction takes any legal action. A mediation panel shall be formed for each matter to be considered, consisting of one representative appointed by the City, one person to be appointed by the Friends and a third neutral person to be agreed upon by the two appointed persons. The panel shall meet, hear the matter and recommend a resolution of the matter. The non-binding recommendation shall be submitted in writing to the parties for their consideration and possible agreement. Any costs of mediation shall be born by the parties as incurred.

**Attorney Fees:** In any action or proceeding before a court of competent jurisdiction regarding this Agreement, including any appeal taken therefrom, the prevailing party shall be awarded its costs including reasonable attorney fees.

**Applicable Law:** Each party shall comply with all applicable laws in the performance of this agreement. This agreement shall be interpreted and enforced in accordance with the laws of the State of Oregon.

**Term:** The term of this agreement is for the fiscal year beginning on July 1, 2010, and ending June 30, 2011. Either party may terminate this agreement with 30 days notice only for cause during the term. "Cause" shall include, but not limited to, a City decision not to continue to provide Commons Users Support or a loss or reduction in revenues to fund this program.

Authorized agents: The agents authorized to act for the respective parties on all matters relating to this contract are as follows:

The City's Agent: The Yachats City Recorder

The Friends' Agent: President of the Board of Directors, The Friends of the Yachats Commons Foundation

IN WITNESS WHEREOF, the parties execute this agreement on the dates set forth below:

## **Support Services Detail**

The following are examples of the types of work required to fulfill each of the Support Services responsibilities:

### **1. Client Walk-Through**

Various potential users are unfamiliar with the facility and are therefore unable to determine whether the venue is appropriate for their planned event. They need to see the facility, its equipment, talk over specific logistics, and become clear on policies related to the Commons. Walk through services must be provided to accommodate this need. This service is not something that can be routinely handled by City Hall staff. They are not, nor should they be, intimately familiar with sound and stage lighting systems and the like. They also have other responsibilities that require their time. Additionally, many users are unable to schedule their inspection during regular City office hours.

### **2. Set up/ Take Down**

Many community events are of such a nature that no exceptional set up or take down services are necessary. Event sponsors and volunteers they recruit can handle the event and leave the building in order. Others, due to either the specific knowledge required or the lack of physical attributes necessary to handle the details, require assistance. Events sponsored by out of town users or infrequent users often require oversight to be sure the facility is ready for use when the event begins, the equipment and facility are not damaged, and all is in order when the building is left. Additionally, some events require sound, lighting, or other technical support which cannot safely be entrusted to unknown users.

### **3. Volunteer Scheduling**

During the application and contracting process, or during calendar review, it will periodically be determined that some assistance is going to be required by the renter. Frequently that service can be provided by volunteers, however volunteers must be located and scheduled to be sure the event flows smoothly. Additionally, maintenance and housekeeping projects can frequently be more efficient if an adequate volunteer workforce can be summoned. This workload cannot efficiently be handled by either City Hall or Public Works without disruption of other responsibilities.

### **4. Volunteer Training/Certification**

There are specialties and “quirks” associated with the effective coordination of certain events. Stage lighting and sound system operation require specific skills. Only properly trained technicians can do this work. Lighting the stove or operating the dish washer requires specific knowledge of how it’s done. For volunteers to be effective they need to know what rooms are adequate for various uses, where supplies and equipment are stored, and what procedures must be followed to prepare for an event and secure the

building after one. These skills require training and in some cases, such as technical systems, certification of expertise is essential.

#### 5. Access Assistance

In spite of good process and planning, keys will not always be where they should be at the time they should be there. Experience has shown us that keys are frequently left on the kitchen counter at the home of the renter or are in someone else's pocket who has gotten lost. Someone needs to be available for call out to resolve these problems.

#### 6. Call-out Response

Periodically things go wrong in spite of good planning. Breakers are tripped. Someone has borrowed a needed kitchen implement and not returned it. A door fails to open. Trouble shooting for users is part of the responsibility of a community center. Someone has to be available to be called out. It's better if that expectation is handled and someone is scheduled to be on call.

#### 7. Event Monitoring

Certain events are of such a scale or nature that it is prudent to have a trained person in attendance at the event to monitor its progress, provide direction which will prevent damage, help coordinate use to assure safety for the building and its occupants, or to be sure last minute details are handled. Large numbers of people, the sale of alcohol, high value items on display or other vulnerabilities could dictate the need for a representative of the City on site during the event.

#### 8. Inventory

In order to be sure that equipment and supplies are available as promised to renters, inventories need to be periodically conducted. Chairs, flatware, kitchen utensils and equipment, hangers for the new art display frames, and other assorted items need to be available in adequate numbers to accommodate use. Over time the number of each will diminish. The only way to be sure they are replaced is to count them.

#### 9. Security Assistance

Experience has proven that when as many people have access to a building as have access to the Commons, doors or windows will be missed and left unsecured. Additional assistance is need from the User Support function to periodically check the building for security.

## COMMONS USER SUPPORT MANAGER POSITION DESCRIPTION

### Position Summary:

The Commons User Support Manager provides services to the patrons and users of the City owned facility known as the Yachats Commons (hereafter, "the Commons") including but not limited to: client walk-through; setup/take down; scheduling, training and certification; access assistance, call-out response; event monitoring; inventory assistance, building security assistance, and assisting the City's Director of Public Works with occasional facilities maintenance needs. The City shall provide a suitable office space. The City will provide telephone service, Internet access, and a cell phone. The City will provide all supplies and equipment necessary for carrying out User Support services in the Commons. Such supplies will include office supplies, cleaning supplies, and other consumables. Responsibilities for keeping the Commons in clean and operational condition beyond those assigned by this contract will be the responsibility of the City.

### I. Major Duties and Responsibilities:

#### 1. 20% - Client Walk-Through

Conduct orientations with potential renters in a timely, professional, and courteous manner either by phone or in person to determine whether requested event is appropriate at Commons facility. Describe or show rooms and available equipment in coordination with renter's schedule; clearly describe policies related to the Commons. Maintain regular weekly office hours as negotiated with Board for client access and in coordination with supervision of minor housekeeping staff under City contract. Provide FYCF Board with monthly activity reports and attend monthly meetings by scheduled dates; attend City Council and Parks and Commons meetings as requested.

#### 2. 35% - Set up/ Take Down

Assist renters with set up or take down services when necessary. This includes assistance with lighting, sound, and computer/video equipment. Perform, and supervise others, in light housekeeping and maintenance of facility after renter/user events. When possible recruit volunteers for minor setup, such as chair and table arrangement, and light housekeeping chores, such as cleanup of kitchen use.

#### 3. 30% - Event Monitoring

Liaison with City staff to monitor and accurately record contracted events to be held at Commons. Attend events when situation warrants, such as size of group/complexity of event, to monitor its progress, provide direction which will prevent damage, help



coordinate use to assure safety for the building and its occupants, or to be sure last minute details are handled.

4. **5% - Access Assistance/ Call-out Response**

When necessary, as in case of lost key, assist renter/user with access to building. Assist renter/user with failed equipment during an event or lost items post-event.

5. **5% - Inventory**

Conduct inventory of Commons equipment and supplies at minimum quarterly to assess current stock of supplies and condition of equipment promised to renters, i.e., chairs, flatware, kitchen utensils and equipment, hangers for art display frames, and other assorted items. Notify Board immediately of missing items or those in need of repair.

6. **5% - Security Assistance**

Check access to the building from doors and windows after every rented event to insure security of Commons facility and equipment.

## II. Supervision

~~The position reports to the Board of the Friends of the Yachats Commons Foundation on a regular monthly basis and more frequently as needed and is evaluated yearly. The incumbent is expected to carry out the duties of this position with minimal supervision from the Board.~~

## III. Required Licenses, Certificates

None

## IV. Qualifications

Required:

1. Experience scheduling appointments with potential clients by phone or in person; ability to communicate clearly with renters on policies of Commons use.
2. Experience with supervision of volunteers and part-time cleaning staff.
3. Ability to write and present clear reports of activities over a monthly period.
4. Proficient knowledge and use of basic Microsoft computer applications, such as Office Suite and with use of Internet.
5. Ability to perform duties on a flexible schedule and on call when required.

Preferred :

1. Experience with basic webpage design and manipulation.
2. Experience with audio/visual equipment.
3. Experience with non-profit organizations.



4. Experience with functioning of basic kitchen equipment, such as range, oven, coffeemaker, and dishwasher.
  5. Experience with basic housekeeping tasks for a large facility.
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