



**AUTHORIZATION FOR
AGREEMENTS, MOUs, OR
OTHER DOCUMENTS OBLIGATING
THE CITY**

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Addendum No 2 to Personal Services
Document: *Agreement with Greater* Date: *06-28-2023*
Newport Chamber of Commerce
Statement of Purpose: _____

Department Head Signature: _____

Remarks, if any: _____

City Attorney Review and Signature: *see email* Date: *6-27-23*

Other Signatures as Requested by the City Attorney: _____

	Signature	Name/Position
Budget Confirmed:	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Date: _____
Certificate of Insurance Attached:	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	
City Council Approval Needed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Date: <i>6-20-2023</i>	

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: _____ Date: *6-29-23*

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

EXHIBIT A
TO PERSONAL SERVICES AGREEMENT

**AGREEMENT TO PROVIDE TOURISM AND MARKETING SERVICES
FOR THE CITY OF NEWPORT**

EXHIBIT A

The Greater Newport Chamber of Commerce (Chamber) will manage Destination Newport (Discover Newport) funds and provide tourism promotion services, advertising, and marketing for the City of Newport (City). The Chamber will provide the services identified in Exhibit A at no additional cost to the City of Newport.

Scope of Services to be Provided

1. The Chamber will submit an annual budget and work plan to the City Manager by March 1 of each fiscal year for budget preparations. The budget and work plan shall first be submitted to the Destination Newport Committee (DNC) with the DNC making a recommendation to the City Council for the budget request and work plan for the fiscal year beginning July 1 and ending June 30.
2. The City Council will review the budget request, and may modify the work plan, and appropriate funding sufficient to meet the needs identified in the work plan as approved by the City Council.
3. The City will provide funding to the Chamber to implement the City Council approved work plan for the fiscal year no later than July 15 of that fiscal year. The City will retain sufficient funding to pay for any DNC expenses related to contracts, both existing and proposed, between advertisers and the City. (Contracts that are multi-year or in excess of \$50,000.)
4. The Chamber will keep the designated funds for Destination Newport (Discover Newport) in a separate bank account and a separate budget for clear budgeting, tracking, and reporting
5. The Chamber will send the City Manager a monthly financial statement showing all expenditures incurred with City funds provided for DNC related marketing. Quarterly, the Chamber will provide a financial report to the DNC, including all expenditures of DNC funding over the previous quarter, and shall review marketing that has been completed during this same time period. The DNC shall then provide quarterly reports to the City Council, and include current financial and marketing data that was collected and presented monthly to the DNC.
6. The Chamber will continue to work with the DNC to advise the Chamber on what marketing strategies that will be the most valuable for Newport, including messaging to encourage visitors to come to Newport, as well as experiences while visitors are here in Newport. The Chamber will negotiate, and contract, with the marketing partners to implement those strategies.

7. The Chamber and the DNC will oversee the advertising agency retained by the City. The selected advertising agency will be supplying creative artwork, building brand awareness, and marketing campaigns. The focus will be on customer-centric messaging with well-thought-out tactics that will continue to help bring the best experience to Newport's visitors and potential visitors.
8. The Chamber will seek proposals and directly contract with advertisers in accordance with the work plan approved by the City Council. Any contracts in excess of \$50,000, or contracts with a term that extends over multiple fiscal years, will be recommended via the DNC to the City Council for Council action. All other Destination Newport (Discover Newport) contracts will be between the Chamber and various providers. The Chamber will provide direct oversight for all contracts, and will advise the City Manager of any contractual issues related to contracts between the City and any vendor/provider. The Chamber, and a member of the selected advertising agency, will meet with the DNC quarterly to present the measurable performance. The report data will be collected from social media postings, Google Analytics from the website, and any other collectible data. For example, if it is decided to use YouTube or Hulu commercials, those will also be trackable. The Chamber will also present all ads that have been purchased in print.
9. The Chamber will process any requests for event marketing through the City's grant program with the DNC reviewing those requests and making a recommendation for possible funding by the City Council.
10. The Chamber will provide a report to the City within seven days after the close of the fiscal year of any remaining Destination Newport (Discover Newport) funding remaining with the Chamber. In the event the Chamber contract is extended, these funds will be deducted from the payment to the Chamber of Destination Newport (Discover Newport) funds budgeted for the new fiscal year. In the event the Chamber contract is not extended, any unutilized funds at the expiration of the contract will be returned to the City.
11. The DNC will provide a report to the City Council 90 days before the expiration of the Chamber contract on the performance of the Chamber in administering the Destination Newport (Discover Newport) funding along with a recommendation on whether to extend the Chamber contract, or allow the contract to expire.

A handwritten signature in black ink, consisting of a large, stylized 'J' or 'G' followed by a 'K'.

EXHIBIT B
TO PERSONAL SERVICES AGREEMENT

RELEVANT PROVISIONS OF ORS CHAPTER 279B

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

279B.230 Condition concerning payment for medical care and providing workers' compensation.

1. Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
2. Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

279B.235 Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits.

1. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
2. In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time

and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

3. (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

Judy Phil
Executive Director

**Addendum No. 2 to Personal Services Agreement Between
City of Newport and Greater Newport Chamber of Commerce**

THIS ADDENDUM NO. 2 is to the Personal Services Agreement dated September 30, 2021 between the City of Newport (City) and Greater Newport Chamber of Commerce (Contractor).

Recitals:

1. City and Contractor entered into a personal services agreement for Contractor to manage Destination Newport (Discover Newport) funds and provide tourism promotion services, advertising, and marketing for the City, until June 30, 2022 (Agreement).
2. City and Contractor entered into an addendum to the Agreement dated April 29, 2022, extending the Agreement for an additional one-year term, from July 1, 2022 to June 30, 2023.
3. Under section 2 of the Agreement, City and Contractor desire to extend the Agreement for another additional one-year term, from July 1, 2023 to June 30, 2024, effective on the date of the last signature below.
4. City and Contractor also desire to update paragraph 8 of the scope of services (Exhibit A) to the Agreement, in accordance with a change under the Newport Municipal Code as to the city manager's delegated authority to enter into public contracts for the City.

Terms of Addendum:

- A. City and Contractor agree to extend the Agreement from July 1, 2023 to June 30, 2024.
- B. City and Contractor further agree to update paragraph 8 of the scope of services (Exhibit A) to the Agreement by changing the second sentence in that paragraph to read as follows (updated language underlined; deleted language strikethrough): "Any contracts in excess of \$50,000 ~~\$100,000~~, or contracts with a term that extends over multiple fiscal years, will be recommended via the DNC to the City ~~Council~~ for either City Manager or Council action."
- C. This Addendum may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.

Except as expressly set forth herein, all provisions of the Agreement shall continue and remain in full force and effect.

City of Newport



Spencer R. Nebel, City Manager

Greater Newport Chamber of Commerce

Wayne Patterson, Executive Director

Date: 06-29-23

Date: _____

Erik Glover

From: David Allen
Sent: Tuesday, June 27, 2023 9:28 PM
To: Spencer Nebel; Judy Kuhl
Cc: Erik Glover; Melanie Nelson
Subject: Re: Newport Chamber addendum no. 2 - 2023 to 2024 -final
Attachments: Newport Chamber addendum no. 2 - 2023 to 2024 -final.doc

Use the attached final version for review/signature instead of the version below ... added the name of the chamber's new executive director for signature line and reformatted section B. --David

From: David Allen
Sent: Tuesday, June 27, 2023 5:47 PM
To: Spencer Nebel; Judy Kuhl
Cc: Erik Glover
Subject: Newport Chamber addendum no. 2 - 2023 to 2024

Attached for review/signature is addendum no. 2 to the chamber agreement in follow-up to last Tuesday's council agenda on this item (link below to agreement and previous addendum). --David

Chamber agreement (2021):
https://www.newportoregon.gov/dept/adm/agreements/3275/agreement_3275.pdf

Addendum to chamber agreement (2022):
https://www.newportoregon.gov/dept/adm/agreements/3310/agreement_3310.pdf

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City of Newport



Spencer R. Nebel, City Manager

Greater Newport Chamber of Commerce



Wayne Patterson, Executive Director

Date: 06-29-23

Date: 6/29/23