

## **M E M O R A N D U M**

**TO: HONORABLE MAYOR AND CITY COUNCIL**

**FROM: CITY MANAGER CYNTHIA ALAMILLO**

**RE: DAN HAAG AGREEMENT**

**DATE: APRIL 3, 2020**

### **RECOMMENDED ACTION:**

Move to approve the agreement with Dan Haag to provide Visitors Center coordination services.

### **BACKGROUND INFORMATION**

The current agreement with Dan Haag to operate the Manzanita Visitors Center expires April 30, 2020. Dan has done a great job at managing the center and encouraging the community to volunteer. During this state of emergency due to COVID-19, Dan has done an outstanding job in connecting and supporting our local businesses. He has been able to maintain communication with the community, business owners and visitors by attending the Visitors Center, meeting with business owners, maintaining a website, weekly bulleting and several Facebook Pages.

I believe the Visitors Center will continue to thrive with Dan as a Manager. His knowledge of the tourism industry and the community has been very valuable. The attached agreement is identical to the current agreement and Mr. Haag has informally concurred with the continuation of his agreement.

Staff recommends approval of the agreement.

**CITY OF MANZANITA**  
**Independent Contractor Agreement**

Dated: April 3, 2020

Parties: City of Manzanita ("CITY")  
543 Laneda Avenue  
P.O. Box 129  
Manzanita, Oregon  
97130

And

Dan Haag ("Independent Contractor")

**Additional Independent Contractor Information:**

- a. Type of Entity: Sole Proprietorship
- b. Address: P.O. Box 851
- c. City, State, Zip: Manzanita, OR 97130
- d. Telephone: \_\_\_\_\_
- e. SSN or Federal ID:

**IN CONSIDERATION OF THE MUTUAL CONVENANTS CONTAINED HEREIN, THE PARTIES AGREE TO THE FOLLOWING TERMS, PROVISIONS AND CONDITIONS:**

- 1. **Payment by CITY.** CITY shall pay Independent Contractor according to the sum and schedule described on Attachment "1" attached hereto and incorporated herein by this reference.
- 2. **Service to be Performed by Independent Contractor.** Independent Contractor shall perform the services described on Attachment 1.
- 3. **Account Number(s) to be Charged (include percentages): 70/6040/700**

4. **Term.** This Agreement is effective May 1, 2020 and shall continue until April 30, 2021, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties.
5. **Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600(1997), and incorporated herein by this reference.
6. **Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279.312, ORS 279.314, ORS 279.316, and ORS 279.320, and as more fully set forth and incorporated herein by this reference.
7. **Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.
8. **Tax Duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including, but not limited to income tax, payroll tax, social security and self employment tax. CITY shall not withhold, pay or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.
9. **Reimbursement of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
10. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
11. **No Authority to Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
12. **Indemnification and Hold Harmless.** Independent Contractor shall defend, indemnify and hold harmless CITY, its agents, servants and employees from and against all claims, demands and judgment (including attorney fees), made or recovered- against them including, but not limited to damages to real or tangible personal property or for bodily injury or death to any person, arising out of, or in any manner connected with this Agreement, to the extent that any such damage, injury or death is caused by, or sustained in connection with the performance of, Independent Contractor, its employees, servants or agents. CITY shall promptly notify Independent Contractor in a reasonable manner to

facilitate the defense of any such claim.

13. **Workers' Compensation Insurance.** Independent Contractor shall provide its own Workers' Compensation Insurance coverage if required by law, and shall have complete responsibility for any liability related to the type of injuries covered by Workers' Compensation Insurance. CITY shall not obtain Workers' Compensation Insurance for Independent Contractor, its employees or subcontractors, and Independent Contractor shall hold CITY harmless from and against liability for any industrial accidents that may occur.
14. **Termination.** The performance of work under this Agreement may be terminated by either party in whole or in part, provided that 30 days prior written notice is given to the other party of intent to terminate this Agreement. Upon delivery of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Independent Contractor's work and payment therefore by CITY.
15. **Assignment/Subcontract.** Independent Contractor shall not assign, sell, transfer, subcontractor sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Independent Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Independent Contractor. Independent Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
16. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
17. **Compliance with all Government Regulations.** Independent Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.
18. **Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
19. **Severability.** If any provision of this Agreement is declared by a court 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 construed and enforced as if

the Agreement did not contain the particular provision held to be invalid.

20. **Access to Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
21. **Waiver.** Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
22. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
23. **Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
24. **Remedies.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon, County of Tillamook.
25. **Entire Agreement.** This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agent and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

**IN WITNESS WHEREOF** the parties have executed this Agreement to be effective the date first set forth above.

**CITY OF MANZANITA**

**INDEPENDENT CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Michael Scott

Name: Dan Haag

Title: Mayor

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 1**  
**Payment by City and**  
**Service to be performed by Independent Contractor**

**Payment by City:** For the services to be performed by the Independent Contractor, the City shall pay \$42,000 payable in 12 monthly payments of \$3,500. Such payments will be due and payable to the Independent Contractor with 10 days after the end of each month.

**Services to be performed:**

1. Serve as coordinator/manager of the Manzanita Visitors Center. Provide monthly reports of activities to the City Manager.
2. Recruit and manage volunteers to operate and staff the Visitors Center at least five days per week including Saturdays and holidays except certain mutually agreed holidays. The Center shall be open a minimum of 1400 hours per year.
3. Secure, train and schedule volunteers to staff Visitors Center.
4. Manage the security of the Visitors Center facility.
5. Answer the Visitors Center cell phone and respond to inquiries on a daily basis.
6. Update the [exploremanzanita.com](http://exploremanzanita.com) website as needed. Work with consultant to improve the website to make it more useful to casual users. Work with business and community interests to obtain information on events and other information of interest to visitors. Respond to inquiries on a daily basis.
7. Order supplies for the Visitors Center.
8. Develop and/or amend operational policies as needed for the Visitor Center for review and approval by the City.
9. Serve as liaison to other tourism promotion agencies within the north coast area.
10. Implement community outreach activities and identify fundraising opportunities to improve the Visitors Center and/or tourism promotion within the off-season.
11. Provide for routine maintenance and repair of the Visitors Center (not including the public restrooms) including arranging maintenance for the mechanical and plumbing systems, and routine cleaning.
12. Frequently attend relevant conferences and meetings related to tourism such as weekly chamber meetings in Tillamook, Cannon Beach and Seaside to make contact with area community leaders and promote off season events in Manzanita.