



CITY OF BEND

PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF BEND AND BEND VISITOR & CONVENTION BUREAU, INC. DBA VISIT BEND

Contract Number: 32200342

This Personal Services Agreement is between the City of Bend, Oregon ("City") and Bend Visitor & Convention Bureau, Inc. dba Visit Bend ("Contractor") for professional personal services.

RECITALS

- A. The City desires to enter into the Agreement with Contractor for tourism promotion and management of tourism-related facility funds
- B. Contractor is willing to provide tourism promotion and management of tourism-related facility funds for the City. The City is willing to compensate Contractor for these services with a portion of tourism-related taxes levied throughout the City.
- C. The City believes that Contractor is qualified and able to provide tourism promotion and tourism-related facility funds management services.
- D. Contractor was selected through a request for proposal process.

TERMS OF AGREEMENT

1. **Effective Date; Duration.** This Agreement shall become effective when signed by both Parties and approved by the City's legal counsel. Unless sooner terminated, this Agreement shall expire on June 30, 2027. Termination or expiration shall not extinguish or prejudice the City's right to enforce this Agreement with respect to any default or defect in performance that has not been cured.

2. **Definitions:** "Tourism promotion" means any of the following activities: (a) advertising, publicizing or distributing information for the purpose of attracting and welcoming tourists; (b) conducting strategic planning and research necessary to stimulate future tourism development; (c) operating tourism promotion agencies; and (d) marketing special events and festivals designed to attract tourists. ORS 320.300(7). "Tourism" means economic activity resulting from tourists. ORS 320.300(6). "Tourist" means a person who, for business, pleasure, recreation or participation in events related to the arts, heritage or culture, travels from the community in which that person is a resident to

a different community that is separate, distinct from and unrelated to the person's community of residence, and that trip: (a) requires the person to travel more than 50 miles from the community of residence; or (b) includes an overnight stay. ORS 320.300(10)

A tourism-related facility means: (a) A conference center or visitor information center; and (b) Other improved real property that has a useful life of 10 or more years and has a substantial purpose of supporting tourism or accommodating tourist activities. ORS 320.300(9)

3. **Services.** Contractor shall provide services associated with a full-service Destination Marketing and Management Organization, including tourism promotion, grant management, operation of a visitor center, and tourism industry research. The services to be provided are described in more detail in Exhibit A, Scope of Work. Contractor shall perform all work in accordance with Exhibit A.

3.1 As detailed in the Scope of Work, Contractor shall produce an annual Business Plan for review and recommendation to Council by the Bend Economic Development Advisory (BEDAB). The Business Plan will be produced and presented to BEDAB in time for the Council to review the plan and BEDAB's recommendation no later than the Council's first meeting in June of each year. The Business Plan shall contain a review of the previous year's performance and a detailed description of the proposed services to be provided in the next fiscal year, based on the agreed Scope of Work. The City may provide general input regarding the funding of various services or programs, which the Contractor will consider in its use of City funds. Contractor shall remain responsible for the implementation of services and programs.

The City shall review the Business Plan when received and, after a public hearing by the City Council, must approve the Plan before it authorizes continued funding for the next fiscal year. Contractor shall expend funds received from the City under this Agreement, only as authorized by the Business Plan.

4. **City Funding.** City agrees to provide proceeds from the City's room Tax to Contractor for the services provided under this Agreement. The City will provide up to 35.4% of the proceeds from Room Tax, less the City's overhead (administrative and audit expenses). The amount will be paid monthly with the City's next check-run following the 10th in the month following the month proceeds are remitted to the City.

In the event the City intends to provide less than 35.4% of the proceeds from Room Tax (less the City's overhead) to Contractor for the following fiscal year, the City will provide written notice of that intent to Contractor by December 31 of the calendar year. The written notice will include an estimate of the amount, either in dollars or as a percentage of Room Tax proceeds, that the City intends to withhold for other investments in tourism promotion or tourism-related facilities.

Additional funding conditions are as follows:

4.1 If actual collections exceed the approved budget amount by no more than 10%, Contractor will invest the additional funds in accordance with the approved Business Plan. If actual collections exceed the approved budget by more than

10%, Contractor will invest the excess amount up to 10% in accordance with the approved Business Plan, and the City will hold the excess amount above 10% in the Tourism Fund for allocation, to Contractor or for other tourism investments at the City's discretion, in a subsequent year. In the event the City holds an excess amount above 10%, Contractor may request allocating the excess amount in the current fiscal year by submitting a supplemental Business Plan to BEDAB for review and recommendation to the Bend City Council.

4.2 Contractor's administrative and management costs, including but not limited to personnel, internal budgeting and accounting, purchasing, insurance, maintenance, supervision, legal, printing and any other costs shall be at the cost and discretion of the contractor.

4.3 Contractor is an independent entity and shall be responsible for acquiring real and personal property related to provision of services under this agreement. Contractor shall own all real and personal property acquired by it.

4.4 Contractor shall maintain a reserve fund at a level agreed upon in their Business Plan review and approval. The reserve fund may be used in the case of actual revenues being less than forecast and in support of activities included in the approved Business Plan. In no case will expenditures exceed actual funds payable under this Agreement. If actual collections are lower than projected, payment is due only up to the percentage owed of the actual amount collected. However, nothing in this section precludes Contractor using funds from sources other than the City in Contractor's complete and total discretion.

5. **Standard of Care.** Contractor will provide services with the degree of skill and diligence normally employed by professionals performing the same or similar services at the time the services are performed. Contractor shall, at all times during the term of this Agreement, be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work, be duly qualified and competent.

6. **Termination.** The Parties may terminate this Agreement as follows:

6.1. This Agreement may be terminated at any time by mutual consent of both Parties.

6.2. City may, at its sole discretion, terminate this Agreement, in whole or in part, upon ninety (90) days' notice, in writing and delivered by certified mail or in person.

6.3. City may terminate this Agreement, effective upon delivery of written notice to the Contractor, or at a later date established by the City under any of the following conditions:

(a) City funding is not obtained and continued at levels sufficient to pay for Contractor's Work. The Agreement may be modified to accommodate a reduction in funds. In determining the availability of funds, City may use the biennial budget adopted or modified by the City Council.

- (b) If federal, state or City regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
 - (c) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
- 6.4. Any termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to the termination.
- 6.5. The City by written notice of default (including breach of contract) to the Contractor may terminate the whole or any part of this Agreement:
- (a) If the Contractor fails to provide services called for by this Agreement within the time specified or any extension of the Agreement, or
 - (b) If the Contractor 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 the City, fails to correct the failures within 10 days or such longer period as the City may authorize.
- 6.6. Contractor may terminate this Agreement upon 30 days' written notice to City if City fails to pay Contractor pursuant to the terms of this Agreement and City fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in the notice.

7. Access to Records – Files; Confidential Information. Contractor shall maintain all books, documents, papers and records relating to the Agreement for at least seven years following completion of the project. Contractor shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Contractor's performance. City, state and federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcript. Contractor agrees that all files or other documents generated or in the possession of Contractor related to Contractor's delivery of service are the property of the City and shall be available to the City upon request. Contractor understands the nature of project/projects means that Contractor may be privy to information that is confidential, proprietary or sensitive in nature, which information shall not be disclosed to any third person or entity without the consent of the City of Bend or at the City's direction, either during the term of this Agreement or after its termination. Likewise, any analysis or commentary provided by Contractor of a confidential or sensitive nature shall not be released or disclosed to any person without the consent or direction of the City.

8. Independent Contractor; Responsibility for Taxes & Withholding.

- 8.1. The Work to be rendered under this Agreement is that of an Independent Contractor. Contractor is not an officer, employee, or agent of the State or Department as those terms are used in ORS 30.265 of the Oregon Tort Claims Act, and Contractor is not to be considered an officer, employee or agent of the City for any purpose. Contractor shall be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Agreement. Contractor is an independent Contractor for purposes of the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for workers' compensation coverage under this Agreement. City does not have the right of direction or control of the manner in which Contractor delivers the Work under this Agreement or exercise any control over the activities of the Contractor.
- 8.2. No Agency, Partnership or Joint Venture/Independent Contractor - Neither the City or Contractor, by virtue of this Agreement, is a partner or joint venture with the other party in connection with the activities carried out under this Agreement.
- 8.3. This Agreement is not intended to entitle the Contractor nor any of its Agents to any benefits generally granted to City employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Agreement are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement. Contractor shall be responsible for all federal or state taxes applicable to compensation or payment paid to Contractor under this Agreement.

9. Ownership of Work Product. All work product of Contractor under this Agreement shall be the exclusive property of the City. Contractor waives and releases all rights relating to the use of the work under this Agreement, including any rights arising under 17 U.S.C. § 106A. Reuse of work product by City or others for purposes outside the Scope of Work shall be without liability to Contractor.

10. Indemnification. Contractor shall defend, indemnify, and hold the City, its officers, agents, volunteers and employees harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively referenced as "claims") that may be based on, or arise out of damage or injury (including death) to persons or property caused by or resulting from any act or omission sustained in connection with the violation of any statute, ordinance or regulation. This indemnification required shall not apply to claims caused by the sole negligence or willful misconduct of the City, its officers, employees, agents and volunteers. The Contractor agrees that it is not an agent of the City and is not entitled to indemnification and defense under ORS 30.285 and ORS 30.287.

11. **Insurance – Liability.** Contractor shall purchase and maintain at their own expense the insurance noted below. All insurance shall apply on a primary, non-contributory basis and remain in effect for the duration of the contract terms. Any policy written on a 'claims made' basis may only be done so with the written approval and authorization of the City of Bend and coverage written in this manner shall extend for two years past completion and acceptance of Contractor's work or services.

11.1 Commercial General Liability Insurance with minimum coverage in effect of \$2,000,000 per incident, claim or occurrence and \$2,000,000 in aggregate. The policy shall include coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products completed operations, employer's practices liability and contractual damages. Contractor shall remain fully responsible and liable for any claims resulting from the negligence or intentional misconduct of contractor, its subcontractors, and their officials, agents and employees in performance of this contract, even if not covered by, or in excess of insurance limits.

11.2 Commercial Automobile (Fleet) Liability Insurance with minimum combined single limit of \$2,000,000 covering all owned, non-owned, and hired vehicles. This coverage shall be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability and Commercial General Liability.

11.4 Workers' Compensation Insurance as required by ORS chapter 656 and meeting the minimum requirements therein. Contractor shall ensure that each subcontractor obtains and maintains workers' compensation insurance and that the carrier notifies the state of Oregon or files a guaranty contract with the state of Oregon Workers' Compensation Division before performing work.

11.5 Contractor shall provide proof of coverage required by acceptable Certificate of Insurance and signed Endorsement from the carrier(s). The Certificate and Endorsement shall provide that there will be no cancellation, termination, material change or reduction in limits of the insurance coverage without a minimum 30-day written notice to the City. The Certificate and Endorsement shall also state the deductible or self-insured retention level.

12. **Subrogation.** Contractor grants Waiver of Subrogation to the City, its officers, agents, employees and volunteers for any claims arising out of Contractor's work or service. Further, Contractor agrees that in the event of loss due to any of the risks for which it has agreed to provide insurance, recovery by the Contractor shall be solely with their insurance carrier. Contractor also grants to City on behalf of any insurer providing coverage to either Contractor or City with respect to the work or services of Contractor a waiver of any right to subrogation which any insurer or Contractor may acquire against City by virtue of the payment of any loss under such insurance coverage.

13. **Nondiscrimination - ADA Compliance** – Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and

with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act (ADA) of 1990, as amended by the ADA Amendments Act (ADAAA) of 2008 and any subsequent amendments (42 U.S.C. § 12101, et seq.) (Pub No. 101-336), ORS 659A, and all regulations and administrative rules established pursuant to those laws. Contractor agrees to comply with ADA in its employment and nondiscrimination practices, and that it shall perform its contractual obligations consistent with ADA federal requirements/regulations, state disability and accessibility law and requirements, and applicable regulations and administrative rules established pursuant to those laws.

14. **Successors and Assigns.** City and Contractor each binds itself, its successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Contractor shall not assign or transfer its interests in this Agreement without written consent of City, which consent may be withheld in the City's sole, subjective discretion. The rights under this Agreement may not be transferred or assigned by operation of law, change of control or merger without the prior written consent of the City. The City may rescind this Agreement if transferred or assigned by operation of law, change of control or merger, or without the prior written consent of the City.

15. **Force Majeure.** Contractor shall not be held responsible for delay or default caused by fire, riot, acts of God and war which is beyond Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Agreement.

16. **No Third Party Beneficiaries.** City and Contractor are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

17. **Waiver.** City's failure to enforce a provision of this Agreement shall not constitute a continuing waiver, shall not constitute a relinquishment of City's right to performance in the future and shall not operate as a waiver of City's right to enforce any other provision of this Agreement.

18. **Limitation on Authority.** City retains its authority to execute all applications, Agreements and other documents relating to the Project. Contractor has no right or authority, express or implied, to commit or otherwise obligate City or any of its partners, except as permitted by the express terms of this Agreement, or as authorized in writing.

19. **Attorney Fees & Governing Law.** In the event an action, suit or proceeding, including appeals, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any claim, action, suit, or proceeding between City and Contractor arising

from or relating to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County, Oregon, or, if the claim must be brought in a federal forum, the United States District Court for the District of Oregon. Contractor hereby consents to *in personam* jurisdiction of said courts.

20. **ORS 279A.125 Preference for Recycled Materials.** Contractor will use where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's costs do not exceed the costs of non-recycled products by more than five percent (5%).

21. **Compliance with Law.** Contractor shall comply with applicable federal, state, and local laws and ordinances applicable to the work under this Agreement. This Agreement incorporates the provisions required to be in an agreement of this type by ORS 279B.200 through 279B.235 (see Exhibit).

22. **Merger Clause.** This Agreement and attached exhibits constitute the entire Agreement between the Parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties. The 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. Contractor by signature of its authorized representative hereby acknowledges that he/she has read this Agreement/Agreement, understands it, and agrees to be bound by its terms and conditions.

23. **Notices.** All notices and demands of a legal nature that either party may be required or may desire to serve upon the other party shall be in writing and shall be served upon the other party by personal service, by facsimile transmission, E-Mail followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows:

City of Bend

Attn: Eric King, City Manager
710 NW Wall Street
Bend, Oregon 97703
Phone: 541-388-5505 Fax: 541-385-6676
Email: eking@bendoregon.gov

Visit Bend

Attn: Kevney Dugan
750 NW Lava Road, Ste 160
Bend, Oregon 97703
Phone: 541-382-8048
Email: kevney@visitbend.com

With a copy to:

City of Bend
Attn: City Attorney
710 NW Wall Street
Bend, Oregon 97703
Phone: 541-388-5505 Fax: 541-385-6676
Email: legalnotice@bendoregon.gov

Service by mail shall be deemed complete on the date of actual delivery or three business days after being sent via certified mail. Service by facsimile transmission or E-Mail shall be deemed served upon receipt of the facsimile or E-Mail, followed by mail delivery.

24. **Severability.** If any provision of this Agreement is held illegal or unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions will not be impaired unless the illegal or unenforceable provision affects a significant right or responsibility, in which case the adversely affected party may request renegotiation or the agreement, and if negotiations fail, may terminate the agreement.

25. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.

26. **Amendments.** The Parties may amend this agreement by a written amendment properly executed by both Parties. Contract amendments shall be effective only if in compliance with Bend Code Sections 1.55.050 C and D.

27. **Pay Equity.** As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an employee's membership in a protected class.

Contractor must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.

Contractor may not prohibit any of Contractor’s employees from discussing the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person.

28. **Compliance with Tax Laws.** Contractor represents and warrants that contractor has complied with the tax laws of this state and political subdivisions of this state including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.

Contractor agrees to continue to comply with the tax laws of this state and political subdivisions of this state during the term of this contract. Failure of the contractor to comply with the tax laws of this state or a political subdivision of this state before the contractor executes the contract or during the term of the contract, shall be considered a default for which the City may terminate the contract and seek damages and other relief available under this contract or under applicable law.

Approved and authorized for signature by City Council acting as the Local Contract Review Board on June 1, 2022.

CITY OF BEND, OREGON

DocuSigned by:
Sharon Wojda

6/21/2022

For Eric King, City Manager

Date

APPROVED AS TO FORM:

DocuSigned by:
Ian Wittweiser

6/13/2022

City Attorney's Office

Date

BEND VISITOR & CONVENTION BUREAU, INC. DBA VISIT BEND

DocuSigned by:
Kennedy Dugan

6/15/2022

Title: President/CEO

Date

City Contracting & Funding Authorizations:

By: DocuSigned by:
Colin Stephens 84A7FD707CD0480... 6/15/2022
Colin Stephens, Community and Economic Development Director
City of Bend, Oregon Date

By: DocuSigned by:
Ben Hemson 37B893C62450463 6/13/2022
Ben Hemson, Project Manager
City of Bend, Oregon Date

By: DocuSigned by:
Gwen Chapman 7A85A3736C9495... 6/13/2022
Gwen Chapman,
Procurement & Public Contracts Director
City of Bend, Oregon Date

EXHIBIT A SCOPE OF SERVICES

Scope of Work

Contractor is responsible for the deployment of City of Bend room tax funds designated for tourism promotion and tourism related facility development via Visit Bend as defined in the contract.

Operating as a full-service DMO, the Contractor is tasked with creating and placing tourism promotion content, developing Bend as a tourism destination, administering grants, performing research on industry trends, and operating a visitor center. These efforts seek to meet the needs of the local lodging industry in enhancing Bend's tourism industry while maximizing room tax revenue for the City of Bend.

General Provisions

Contractor shall provide the following services:

A. Tourism Marketing and Promotion

Contractor will place advertisements and develop content to position Bend as a tourist destination for key markets using historic trends, demographic data, and industry input to:

- Develop marketing content that highlights Bend as a tourism destination, including original photography, articles, videos, and production of an annual visitor guide
- Implement comprehensive social media and search engine optimization plans to highlight Bend as a destination and position online content in
- Identification and management of third-party subcontractors, when necessary, for the creation and placement of advertisements
- Generating earned media and serving as a first point of contact for media inquiries relating to Bend as a tourist destination
- Monitoring key performance metrics for marketing efforts, including but not limited to website traffic, newsletter open rates, and social media impact.
- Operation and maintenance of a comprehensive website highlighting Bend lodging operators, attractions, a calendar of upcoming events, and other relevant information for visitors.

B. Destination Development

Contractor will use tourism industry feedback to attract new events and group business:

- Attracting special events that bolster shoulder season tourism and align with the key tourism markets and visitor demographics identified through market research.
- Attracting group business for Bend lodging operators.
- Partnering with tourism stakeholders to identify issues impacting the industry and making targeted investments in new staff, programs, or other initiatives to address challenges.

- Identify opportunities for investment of room tax funds for tourism related facilities that drive continued growth in room tax revenue.

C. Grant Management and Oversight

Contractor will manage distribution of tourism tax funds through targeted grant programs seeking to enhance the Bend economy and invest in tourism related facilities. Contractor will be responsible for all facets of the administration of existing grants, including making funding decisions via a transparent public process, and may pursue new grant programs opportunistically.

- The Bend Cultural Tourism Fund (BCTF): Aimed at fostering increased diversity of local special event offerings in Bend through targeted funding assistance. Contractor will manage the BSF advisory board, issue funding, and maintain records to ensure completion of promised objectives under grant agreements.
- The Bend Sustainability Fund (BSF): Delivering investments in qualified new or enhanced tourism related facilities. Contractor will manage the BSF advisory board, determine project eligibility, issue funding, and maintain records to ensure completion of promised objectives under grant agreements.
- Identifying other avenues for targeted funding of initiatives that increase room tax revenue and/or enhance Bend's tourism landscape under the advisement of lodging providers, the Contractor's Board of Directors, the Bend City Council, and the community at large.

D. Industry Trends and Research

Contractor shall monitor tourism tax data and developments within the tourism industry, informing their investments and providing regular reporting on trends. Responsibilities include:

- Produce regular reports on visitation data including vacancy rates, room tax revenue, and average daily lodging rates. These reports shall be presented to the Contractor's Board of Directors at each meeting and twice annually to the Bend Economic Development Advisory Board.
- Maintain subscriptions to third party data sources providing insight into consumer trends, key markets, visitor demographics and
- Develop relationships with state and regional partners, including Travel Oregon, to identify changes in the broader tourism industry and incorporate
- Pursue new avenues for data collection and analysis on an opportunistic basis, including visitor surveys.

E. Community Responsiveness

Contractor will serve as a primary point of contact for Bend's lodging industry, the City of Bend, and the community in conversations relating to the investment of local room tax funds for tourism promotion and tourism related facilities.

- Development of an Annual Business Plan for review and approval by the Bend Economic Development Advisory Board and Bend City Council, highlighting key metrics and goals for each fiscal year. This plan will be provided for review by BEDAB in May with the Council presentation occurring no later than the first meeting in June.

- Contractor's Executive Director or designee shall attend any City Council or City Committee meetings as directed by City Council to provide updates, information, or other data on the Contractor's plans or services.
- Serving as an expert in local tourism discussions, forums and community events while providing timely responses to community questions and requests for information.
- Maintain relationships with Bend lodging operators and other industry representatives to ensure room tax funds are invested in a manner that meets industry needs and is reflected in the annual Business Plan.
- Partnering with local and regional economic development organizations, including EDCO and the Bend Chamber of Commerce, to engage on shared interests including airline service, workforce development, business tourism, etc.

F. Visitor Information Center Operations

Contractor will operate a Visitor Information Center within Bend's Downtown District or Core Area to respond to visitor inquiries and provide information on local destinations or attractions. Additional requirements include:

- Contractor will strive to ensure the Visitor Center is open to provide information and materials for walk-in visitors during the following hours, subject to staffing and seasonal adjustments based on demand: Mon-Fri, 9 a.m. to 5 p.m. and Sat-Sun, 10 a.m. to 4 p.m.
- Contractor shall provide all necessary staff, materials and services for the functioning of the Visitor Information Center.
- It is the sole responsibility of the Contractor to locate and lease this office space at their expense within their allocated budget.

G. Administrative and Management Functions

Contractor shall provide day-to-day management activities including planning, staff oversight, and hiring. Tasks include:

- Maintenance of a rainy day fund, currently held at the equivalent of 5% of the annual DMO budget.
- Subject to Contractor's organizational documents, Contractor's Board of Directors will be comprised of tourism industry stakeholders. This board will meet at least six times annually and provide oversight and management of staff and subcontractors necessary to complete this scope of work.
- Pay all direct costs of operating including, but not limited to labor; supervision and bookkeeping.

Operate under bylaws governing the organization, including but not limited to governance of the Contractor's Board of Directors and other relevant public processes related to grant management and other boards, commissions, and subcommittees, if applicable.