

ADOPT YOUR STREET PROGRAM MANAGEMENT AGREEMENT

This Agreement is made and entered into by and between The Greater Hermiston Chamber of Commerce, an Oregon non-profit organization, hereinafter "Chamber," and the City of Hermiston, a municipal corporation, hereinafter "City."

WITNESS THAT:

WHEREAS, the City and the Chamber wish to provide opportunities for individuals, families, service organizations, businesses, or other groups to volunteer with the City; and

WHEREAS, the City and the Chamber seek to provide an opportunity for volunteers to clean up litter along City streets; and

WHEREAS, the City and the Chamber seek to create an adopt a street program for the community to keep the City's streets and roadways free of litter and to provide a more pleasant environment for everyone that lives, works, or visits the city; and

WHEREAS, the Chamber is qualified and willing to provide such services.

NOW THEREFORE, for and in consideration of the mutual covenants and promises of the parties hereinafter set forth, it is agreed as follows:

Chamber's Obligations.

The Chamber agrees to provide the following services and engage in the following activities in support of the Adopt Your Street program ("Program"):

1. Establish, operate and maintain the Program to include but not limited to the following:
 - a. Establish a registration process where volunteers must register with the Chamber.
 - b. Volunteers must adopt a street for a two (2) year period.
 - c. Volunteers must schedule litter clean-ups a minimum of two (2) times a year.
 - d. Ensure that volunteers receive safety training.
 - e. Check out necessary equipment to the volunteers and ensure that the equipment is returned after the clean-up is completed.
 - f. Notify the City of trash bags that are ready for pickup.
2. The Chamber shall provide an appropriate waiver of liability/hold harmless agreement to participants of the Program protecting the Chamber and the City from liability or provide the City with proof of liability insurance and shall keep such insurance policies in full force and effect.
3. Develop and maintain information on the Chamber web site devoted to the Program.
4. Submit reports to the City about Program services completed and the state and effectiveness of the Program as requested.
5. Submit a request to the City for supplies as needed.

City's Obligations.

The City agrees to provide the following services and engage in the following activities in support of the Program effort:

1. Assign a member of the City staff to serve as liaison and contact with Chamber representatives in support of the implementation of the Program.
2. Prepare a map of high traffic volume streets eligible for adoption
3. Provide supplies of trash bags, high visibility vests, litter grabbers, and gloves to the Chamber.
4. Provide pick up of trash bags when notified by Chamber and disposes the trash.
5. Provide recognition on the City's web site for participants in the Program.
6. Mayor will sign an annual form letter thanking groups for their participation in the Program.

Additional Obligations.

The parties further agree as follows:

1. The City, and any agents and employees of the City, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the Chamber. Likewise, it is agreed that the Chamber, and any agents and employees of the Chamber, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the City.
2. This agreement is not assignable by either party in whole or in part without mutual written agreement of the parties.
3. All of the provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
4. It is mutually understood and agreed that no alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated in this agreement shall be binding on any of the parties.
5. Both parties agree that in fulfilling the terms and conditions of this agreement that neither shall discriminate on the basis of race, creed, color, national origin, age, sex, marital status, or the presence of a physical, sensory or mental handicap.
6. This agreement is a contract for services. The Chamber remains a private nonprofit association of business and professional people, and the Chamber's acceptance of this contract does not result in Chamber membership, or convey the benefits of Chamber membership, to non-members.
7. The Chamber's membership directory, web page, displays and other Chamber referral services remain the property of the Chamber and its members, and listing is at the discretion of the Chamber.
8. The term of this contract shall be for one (1) year, from the effective date of the final signature of this Agreement. This Agreement may be renewed for successive two (2) year terms (each, a "Renewal Term") by mutual agreement of the Parties hereto, executed not less than thirty (30) prior to the expiration of the Initial Term or any Renewal Term, as applicable.

9. Either party may terminate this agreement after giving thirty (30) days written notice of its intent to terminate.
10. If either party terminates or does not renew this Agreement, all volunteers shall be released from their responsibilities for continued cleaning of the streets.

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties on the day and year first above written.

GREATER HERMISTON CHAMBER OF COMMERCE

Signature: _____ Title: _____

Name (print): _____ Date: _____

CITY OF HERMISTON

Signature: _____ Title: _____

Name (print): _____ Date: _____