

AGREEMENT FOR OPERATION OF THE SWEET HOME VISITOR'S CENTER

This agreement is made and entered into this 2nd day of August, 2023 by and between the CITY OF SWEET HOME, an Oregon municipal corporation, hereafter called the "CITY" and the SWEET HOME CHAMBER OF COMMERCE, an Oregon corporation and independent contractor, hereafter called the "CHAMBER".

In consideration of the mutual covenants and promises set forth herein, the CITY and the CHAMBER mutually agrees as follows:

Section 1: Term: The term of this agreement shall commence on August 2, 2023, terminate on June 30, 2024, and replaces the previous agreement between the City and the Chamber that ended on June 30, 2023. The term of this agreement shall be one year. This agreement shall automatically be renewed on a year-to year basis unless terminated by either Party.

Section 2: Payment: The sum to be paid the CHAMBER by the CITY for services rendered shall be in the amount of \$15,000 (fifteen thousand dollars) and is due to the CHAMBER in three installments of \$5,000. Each installment will be paid to the Chamber by August 31st, December 31st and April 30th.

Section 3: The CHAMBER'S responsibilities: The CHAMBER agrees to provide services to the CITY by staffing and maintaining the Visitor's Center, located at 1575 Main St., Sweet Home. The hours of operation will be generally Tuesday through Friday 9:00 am to 4:00 pm. Hours may be adjusted due to holidays, weather, and other normal business demands. With the cooperation of the building owners, the CHAMBER will be responsible for maintenance of the facilities to present a pleasing visual setting for visitors and the community. The CHAMBER will maintain the interior of the building in a clean and efficient manner. Information for events, maps, businesses, and other community relevant communication will be current and inviting.

Section 4: Insurance: The CHAMBER shall provide the CITY with proof of liability insurance and shall keep such insurance policies in full force and effect.

Section 5: Report: The CHAMBER will provide the CITY with an annual summary of the CHAMBER'S performance of the previous period by the end of each January. The report will contain various metrics that document evidence of tourism supporting functions. The content of this report can and should be modified as appropriate and agreed upon by both parties.

Section 6: Assignment: The responsibility for performing the CHAMBER'S services under the terms of this agreement shall not be assigned, transferred, delegated, or otherwise be referred by the CHAMBER to a third party without the prior written consent of the CITY.

Section 7: Status as an Independent Contractor: In the performance of the work, duties and obligations required of the CHAMBER under this agreement, it is mutually understood and agreed that the CHAMBER is always acting and performing as an independent contractor.

No employee/ employer relationship is created by this agreement. The CHAMBER shall not have any claims under this agreement or otherwise against the CITY for vacation pay, sick leave, retirement benefits, Social Security benefits, Workmen's Compensation benefits, unemployment, or other employee benefits of any kind. The CITY shall neither have nor exercise any control over the methods by which the CHAMBER conducts its work and functions.

Section 8: Applicable laws: The law of the State of Oregon shall be used in construing the agreement and enforcing the rights and remedies of the parties.

Section 9: Withheld Payment: The CITY may withhold any future payment should the CHAMBER not perform the duties as required by this agreement.

Section 10: Termination: Either party, upon written notice to the other party of no less than 90 days, may terminate this Agreement for any reason.

Section 11: Change of Venue: If the CHAMBER moves from the present location the parties agree to renegotiate, if possible, the terms of this agreement.

Section 12: Time: Time is of the essence of this agreement.

Section 13: Merger: There are no other undertakings, promises, or agreements, either oral or in writing, other than that which is contained in this agreement. Any amendments to this agreement shall be in writing and executed by both parties:

IN WITNESS WHEREOF, the parties have executed this Agreement at Linn County, Oregon, the day, and year first above written.

KELCEY YOUNG, City Manager
City of Sweet Home

LAGEA MULL, Executive Director
Sweet Home Chamber of Commerce

SUSAN COLEMAN, Mayor
City of Sweet Home

Christy Duncan, Board of Directors President
Sweet Home Chamber of Commerce