

## **AGREEMENT FOR OPERATION OF THE SWEET HOME VISITOR'S CENTER**

This agreement is made and entered into this 1<sup>st</sup> day of July 2020, 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 July 1, 2020 and terminate on June 30, 2021 and replaces the previous agreement between the City and the Chamber that ended on June 30, 2020.

**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 within 30 days upon receiving the appropriate report as described in Section 5 of this agreement.

**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 1545 Main St., Sweet Home. The hours of operation will be generally Monday through Friday 9:00 am to 4:00 pm and Saturday from 10:00 am to 2:00 pm, during peak tourism season, generally Memorial Day through Labor Day. 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. The CHAMBER will update the outside kiosk with current recreational maps and information as available.

**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, a summary of the CHAMBER'S performance of the previous period. The report will contain various metrics including:

1. Number and types of visits differentiating between tourism and regular Chamber business
2. Phone inquiries differentiating between tourism and regular Chamber business,
3. Web hits differentiating between tourism and regular Chamber business,
4. Facebook activity differentiating between tourism and regular Chamber business if possible,
5. Informational packets distributed differentiating between tourism and regular Chamber business,
6. Zip codes of visitors differentiating between tourism and regular Chamber business,
7. Zip codes of where information packets are sent differentiating between tourism and regular Chamber business,

8. Samples of advertising efforts of the chamber differentiating between tourism and regular Chamber business
9. Other measurable activity.
10. A brief recap of various achievements relative to the CHAMBER'S business plan objectives.
11. Projected activities related to tourism.

The content of this report can and should be modified as appropriate and agreed upon by both parties. Each report shall be for the following time frames: July – October. November – February, and March – June.

**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. The sole interest of the CITY is to assure the services covered by this agreement shall be performed in a competent, efficient and satisfactory manner.

**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:** The CITY can terminate this agreement if the CHAMBER does not abide by the terms thereof or upon no funds being available from the CITY to provide payment.

**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:

**CITY OF SWEET HOME**

**SWEET HOME CHAMBER OF COMMERCE**

\_\_\_\_\_  
**Greg Mahler, Mayor**

\_\_\_\_\_  
**George Medellin, Chamber Board President**

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

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

\_\_\_\_\_  
**Ray Towry, City Manager**

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