(Question - - Do they have a business license?)

PERSONAL SERVICES CONTRACT

(Insert Nature of the Service)

THIS AGREEMENT, made and entered into this ____ day of _____, 200_, by and between the **CITY OF REDMOND**, a municipal corporation of the state of Oregon, hereinafter referred to as "CITY", and _____, operating as an independent contractor, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

The signing of this Agreement by CITY and CONTRACTOR authorizes Contractor to carry out and complete the services as described below in consideration of the mutual covenants set forth in this Agreement.

1. **Effective Date and Duration:** This Agreement is effective _____ ____. 200_. Except as otherwise provided in this agreement, this Agreement terminates at __:__ _.m., _____ ___, 200_.

2. **Project (Optional):** Contractor's work will be limited to the projects described below. Work on any additional projects will require written authorization from City. Contractor will be working on the following projects:

2.1 [identify and describe project]

2.2

3. **Scope of Services:** Contractor agrees to provide the following services:

3.1 Duties: [detailed list of duties, including time lines and document production]

a.
b.
c.

3.2 Authority:

3.3 Supervision:

3.4 Records: Contractor shall maintain all of its records relating to the Scope of Services on a generally recognized accounting basis and allow City the opportunity to inspect and copy such records at a convenient place during normal business hours. All records shall be maintained by Contractor for three years

after City makes final payment and all other pending matters between City and Contractor are closed.

3.5 Compliance with Laws: Contractor shall comply with all federal, state and local laws and ordinances applicable to public contracts and the work to be performed under this Agreement.

3.6 Ownership of Documents: All documents, data or other work product produced by Contractor pursuant to this Agreement are the property of City. Contractor hereby conveys, transfers, and grants to City all rights of reproduction and the copyright to all such documents.

4. Restrictions:

4.1 Contractor shall make prompt payments as due to all persons supplying labor or materials to contractor for the work provided under this Agreement. Contractor shall not permit any lien or claim to be filed or prosecuted against City on account of any labor or material furnished. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor, services or material furnished to Contractor or a subcontractor in connection with this Agreement as such claim becomes due, City may pay such claim to the person furnishing the labor or material and charge the amount of the payment against funds due or to become due to contractor under this Agreement.

4.2 During the course of this Agreement Contractor may [shall] have access to confidential information of City and may participate in confidential discussions with City. Contractor shall not disclose confidential City information to any third party during the term of this Agreement or after its termination except as required by a court of competent jurisdiction or with the consent of City.

4.3 [Optional] While this Agreement is in effect and for one year thereafter, Contractor shall not _____ [add appropriate restriction based on the work being done by Contractor, such as a non-competition or confidentiality provision]

5. Fee for Services:

5.1 City shall pay Contractor _____. Payments shall be made _____. fee for the Services shall not exceed $_____. [Include what information is to be submitted by Contractor (billing statements, invoices), how it is to be submitted (format) and when it is submitted. Included when the City will make payment to Contractor]

5.2 In the event that a dispute arises regarding Contractor's billing, City shall pay any amounts it agrees it owes and shall withhold payment of disputed amounts pending resolution of those disputes. Contractor shall provide any necessary documentation to support its billing to City.

6. **Standard of Performance - Limited Warranty:** Contractor warrants that its findings, recommendations, specifications or professional advice provided hereunder will be prepared and presented in accordance with the local standards of _____ professions in effect at the time the Services are performed. Contractor makes no other warranty or representation, express or implied, and City accepts said limited warranty.

7.

A. Professional Liability Insurance

(Optional) - If your contractor is a licensed professional (e.g.- attorney, architect, doctor, engineer, day care provider, counselor, psychologist, electrician, insurance agent, etc.) Professional Liability, sometimes referred to as "errors and omissions" coverage, is required. Please add the following language to your contract template

Contractor shall obtain Professional Liability insurance with an occurrence combined single limit of not less than one million per occurrence/ two million aggregate. Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. If the policy is written on a "claims-made" basis, the policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after this contract is completed.

B. General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following limits of insurance will be carried:

Coverage	Limit
General Aggregate	[1,000,000]
Products - Completed Operations Aggregate	[2,000,000]
Personal & Advertising Injury	[1,000,000]
Each Occurrence	[1,000,000]
Fire Damage (Any one Fire)	[50,000]
Medical Expense (Any one Person)	[5,000]

C. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in full face and effect during the term of this contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than $1,000,000.

D. Workers Compensation

The CONTRACTOR, its subcontractors, if any, and all employers providing work, labor or materials under this Contract are **either** subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage to employees and obtain Employer's Liability Insurance with coverage limits of not less than $500,000 for each accident, or**, they are employers that are exempt under ORS 656.126**. Out-of-State employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage.

E. Additional Insured Provisions:

The City of Redmond, its officers, directors, agents, employees and volunteers shall be added as an additional insured, by endorsement, with respect to this job. All Commercial General Liability insurance policies will be endorsed to show this additional insured provision.

F. Cancellation Provisions:

There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage without 30 days written notice to the City of Redmond. Any failure to comply with this provision will not affect the insurance coverage provided to the City of Redmond. The 30 days notice of cancellation provision shall be made a part of the insurance policy.

G. Insurance Carrier Acceptability:

Insurance coverage provided by the contractor must be underwritten by an insurance company deemed acceptable by the City of Redmond. The City of Redmond reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating. The city of Redmond has the sole authority and discretion to determine the acceptability of an insurance carrier's financial rating.

H. Evidence of Insurance:

As evidence of the insurance coverage required by this contract, the contractor shall furnish a Certificate of Insurance to the City of Redmond. All certificates and endorsements will be in a form acceptable to the City. No contract shall be

effective until the required certificates have been received and approved by the City of Redmond. The certificate will specify and document all provisions within this contract. All insurance policies required under this agreement shall be primary and non-contributory. A renewal certificate will be sent to the City of Redmond 10 days prior to coverage expiration.

8. **Indemnification:** Contractor shall be responsible for any injury to persons or property damage caused directly or indirectly by reason of any activities by Contractor in the performance of the Agreement. Contractor agrees to indemnify and defend the City, its officers, directors, agents, employees and volunteers from all claims, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury or damage.

9. **Independent Contractor:** Contractor, for the purpose of this Agreement, shall be considered an independent contractor. As an independent contractor, Contractor agrees as follows:

9.1 Contractor will be solely responsible for payment of Federal or State taxes required as a result of this Agreement;

9.2 Contractor is not entitled to any benefits generally granted to City employees;

9.3 Contractor is solely liable for any Workers Compensation coverage under this contract. If Contractor has the assistance of other persons in the performance of this contract, Contractor shall qualify and remain qualified for the term of this contract as a direct responsibility employer under Oregon Workers' Compensation law.

9.4 Contractor shall comply with the requirements of a contractor under Oregon Revised Statutes.

10. **Non-Discrimination:** Contractor agrees that it shall not discriminate on the grounds of race, color, creed, national origin, sex, marital status, age, or disability in Contractor's performance of this Agreement.

11. **Assignment:** Neither Contractor nor City may assign this Agreement without the prior written consent of the other. Contractor may, however, employ any other party or entity it deems necessary or proper for any part of the Services required to be performed by Contractor under the terms of this Agreement.

12. **Termination:**

12.1 Either party may terminate this Agreement immediately in the event of a material breach by the other party to perform in accordance with the terms hereof.

Written notice of the breach shall be provided to the other party, who shall have 10 days from the date notice is received to correct the breach. If the breach is not corrected, the agreement shall terminate at the end of the 10 day notice. If this Agreement terminates for Force Majeure, City shall pay Contractor for all Services previously authorized and performed before the termination date, including, if applicable, a prorated lump sum fee.

12.2. This Agreement may be terminated by either party without cause on [10], [30], [60], [_____ - if a longer period is used consider shorter termination period for non-appropriation] days written notice to the other party.

13. **Force Majeure:** Neither party to this Agreement shall be liable to the other party for delays in performing the Services or for the direct or indirect cost resulting from such delays that may result from strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

14. **Notice**: Any notices required under this Agreement shall be effective when received at the following addresses:

City:

Contractor:

15. **Waiver:** The failure to enforce any provision of this Agreement shall not constitute a waiver by City of that or any other provision.

16. **Jurisdiction:** This Agreement is executed in Redmond, Oregon. Any litigation over this Agreement shall be governed by the Laws of the State of Oregon and shall be commenced in Deschutes County.

17. **Attorney Fees:** If a suit or action is filed to enforce any term of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum that a court, including any appellate court, may adjudge reasonable as attorney's fees. [optional - consider arbitration provision]

18. **Severability:** If any term or provision of this Agreement is declared illegal or in conflict with any law by a court of competent jurisdiction, 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 term or provision held to be invalid.

19. **Integration:** This Agreement constitutes the entire agreement between City and Contractor regarding the Services and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a document signed by both parties and in writing.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first above written.

[insert contractor's company name]

_____

By:_____

CITY OF REDMOND

[Normally signed by the Mayor or City Manager]

_____

By:_____

ATTEST:

_____
Kelly Morse, City Recorder

Approved as to Form:

_____
Steve Bryant, City Attorney