ITY OF NEWPORT
PERSONAL SERVICE CONTRACT

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation, and *Heather Hughes* (Contractor). This agreement shall be effective when signed by both parties.

RECITALS

A. Contractor has the training, ability, knowledge, and experience to provide services desired by the City.

B. City selected Contractor to provide services, consistent with its public contracting rules.

TERMS OF AGREEMENT

1. TERM

A. This contract shall be effective from February 25, 2014 through month-to month.

2. SCOPE OF SERVICE

Contractor shall provide the following services:

Instructor for Stretch and Flex class with the possibility of other classes later on.

Contractor will have contact with the public in the course of performing this contract and shall maintain good relations with the public. Failure to maintain good relations with the public shall constitute a breach of the contract. The City may treat the failure to maintain good relations as a non-curable breach allowing the City to terminate the contract and to disqualify Contractor from future work for the City.

3. COMPENSATION

Contractor shall be paid $20 per hour for class instruction.

4. PAYMENT

Payment will be made monthly on or before the 25th day of the month. The City may withhold payment of any disputed amount.

City will report all payments made to Contractor required by the Federal Internal Revenue Service and the State of Oregon Department of Revenue.

5. STATUS

A. Contractor is not an "employee" for purposes of OAR 459-10-030(6).

B. Contractor is retained as an independent contractor and will be responsible for any state or federal taxes resulting from this contract.

C. Contractor will not be under direct control of City in performing this contract.

D. Contractor will furnish all of the equipment and supplies necessary under this contract. However, it is anticipated that Contractor will provide services at a City facility and Contractor shall have use of the City facility, including all necessary or appropriate fixtures and equipment at the facility, to provide the services.

6. CONTRACTOR RESPONSIBILITIES (Provisions Required by State Law)

A. Contractor will make prompt payment to all persons supplying labor or materials for the performance of work under this contract.

B. Contractor will pay all contributions or amounts due the State Industrial Accident Fund from the Contractor or any sub-contractor resulting from this contract.

C. Contractor will not permit any lien or claim to be filed against City on account of any labor or material furnished.

D. Contractor will pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

E. Contractor shall comply with ORS 279B.235 which requires time and a half pay for work in excess of 10 hours in any one day, or 40 hours in any one week and for any work on any legal holiday.

F. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Contractor, or all sums which Contractor agrees to pay for such services and all moneys and sums which Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

G. Contractor agrees to comply with all applicable local, state, and federal laws, rules and regulations in the performance of this contract, and to pay all fees required by local, state, or federal bodies in the performance of this contract.

7. GENERAL PROVISIONS

A. ASSIGNABILITY: This contract is for the exclusive benefits of Contractor and City and is not assignable without the prior written consent of the other party.

B. TERMINATION: The parties may mutually agree to terminate this contract. City may terminate this contract without prior notice in the event Contractor fails to comply with any of the terms or conditions set forth herein or if City determines Contractor is in any way unfit, unqualified, or unable to perform all of the services outlined in this contract. Either party may terminate the agreement by providing 30 days written notice of termination by certified mail, return receipt requested. Termination does not cut off any rights or claims that occurred prior to termination.

C. DISCRIMINATION: The parties agree not to discriminate on the basis of race, religion, sex, color, national origin, family status, marital status, sexual orientation, age source of income, or mental or physical disability in the performance of this contract.

D. WAIVER: Waiver of any breach of any provision of this contract by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this contract.

CITY OF NEWPORT	CONTRACTOR
City Manager	
Date:	Date: 2/8/14

Jim Protiva, Director
Parks & Recreation Department

2/11/14