

**City of Wilsonville
Parks and Recreation Department
INDEPENDENT CONTRACTOR AGREEMENT**

Last Name: _____ First: _____ MI: _____

Address: _____ Today's Date: _____

City: _____ State: _____ Zip Code: _____

Phones: Day: _____ Evening: _____ Emergency: _____

Tax ID #: _____

Comments/qualifications: _____

The Offeror makes the following representations and offers to perform the service(s) described below in accordance with the following terms and conditions:

1. Description(s) of services(s): Programs as described on following page and any other agreed upon classes/programs from 1/1/2020-12/31/2020
2. Location(s) of service(s): Wilsonville Parks and Recreation facilities.
3. Day(s) and period(s) service(s) is(are) to be rendered: As described on following page and any other agreed upon dates from 1/1/2020-12/31/2020
4. Schedule of hours' service(s) is(are) to be rendered: As described on following page and any other agreed upon times from 1/1/2020-12/31/2020
5. Age range of participants: Minimum: _____ Maximum: _____
6. Number of participants per service: Minimum: _____ Maximum: _____
7. To induce the City of Wilsonville to accept this offer, the following representations are made as the offeror's qualifications to successfully conduct the service(s) as part of a special recreation activity of the City:

If any such representations are not true, this agreement shall, at the option of the City, be null and void, of no force or effect, and the offeror shall compensate the City for any liability or injury arising therefrom.

8. Offeror shall complete the service(s) herein described or forfeit the right to claim any part of compensation to which he/she would otherwise be entitled under this proposal. Either party may terminate this agreement at any time by giving written and/or oral notice to the other party. Should the City terminate this agreement, the City shall pay Offeror a pro-rated portion of the agreed compensation for services rendered prior to termination, less any sum which Offeror may owe to the City.
9. It is agreed that the following shall be payment in full to Offeror for any service(s) rendered hereunder and that payments shall be made as herein indicated. Compensation to be based on 70% of gross receipts from participants, minus any applicable building monitor fee. Upon completion of all the class(es) and all necessary forms and records, payment will be mailed directly to contractor in approximately 2-3 weeks.

Where compensation to Offeror is based on gross receipts from participants in the City recreational activity(ies) here involved, the charge to the individual participant shall be as follows: As described on following page and/or agreed upon rates from 1/1/2020-12/31/2020

10. Offeror shall be an independent contractor and the means by which he/she shall accomplish the performance of this service shall be under the sole control of the Offeror and the only control that the City will be as to the result of the work and not the means by which the services will be accomplished. In the performance of any contract resulting from the acceptance of this offer, the Offeror shall not be deemed to be an employee or agent of the City.
11. Offeror shall supply and furnish all necessary service, labor, and materials in carrying out this proposal.
12. Offeror shall receive, read and acknowledge the Wilsonville Parks and Recreation Inclusion Guide and provide reasonable accommodations to citizens with disabilities to remain in compliance with the Americans with Disabilities Act (ADA).
13. Offeror will be responsible for providing Worker's Compensation insurance coverage for self, any substitutes or other agents (i.e.; assistants). Evidence of insurance must be provided to the City of Wilsonville prior to the commencement of service. A sole proprietor without Workman's Compensation Insurance shall sign an affidavit of rejection of coverage in order to act as an independent contractor for the City.
14. All instructors (including substitutes and assistants) working with children under the age of 18 are responsible for being fingerprinted and screened at their own expense prior to execution of this agreement by the City.
15. Each instructor is required to provide proof of general liability insurance in the amount of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage regardless of the location of the class. Coverage shall be for the instructor, any substitutes or other 'agents' (i.e.: assistants) and other individuals relating to the class/course. City may choose to waive the insurance requirement. Instructors must provide evidence of insurance, naming the City of Wilsonville as additional insured, PRIOR to commencement of the class.
16. Offeror may be required to obtain a business license where the business is located and in the cities where they physically appear to conduct business.

ACCEPTANCE BY INDEPENDENT CONTRACTOR

By: _____
Offeror

Cost Center: _____
To Be Entered by City Representative

ACCEPTANCE BY CITY OF WILSONVILLE

By: _____
Program Manager Date

By: _____
Parks & Recreation Director Date

