

PERSONAL SERVICES CONTRACT

This contract made this 20th day of March 2018, by and between the **City of Westfir (City)** and **Michael V. Hansen Consulting LLC (Contractor)** doing business as an independent contractor, in Roseburg, Oregon, hereinafter called **Contractor**.


WITNESSETH:

1. For and in consideration of the payment, agreement, and scope of work described herein to be made and performed, City and Contractor hereby agree to commence the work described, and comply with the terms of the contract to provide the Contractor as fire chief.
2. Scope: Contractor shall provide a person to function as fire chief to serve at the will of the City of Westfir.
3. Contractor will furnish labor and other services necessary as outlined in paragraph 2 above. City shall provide to Contractor the information, materials, and other assistance requested or required for Contractor to perform the duties as fire Chief.
4. Term: The initial term for this contract shall begin July 1, 2018 and continue until June 30, 2019. The term may be extended as mutually agreed to by the City and Contractor.
5. The Contractor and the City Recorder will create an acceptable schedule to meet regularly and discuss the City of Westfir's emergency operational needs.
6. Fees:
 - a. City shall pay a flat fee of \$363.00 per quarter to the Contractor.
 - b. Contractor will be responsible for lodging and travel expense incurred by its' employee during this period.
 - c. Upon invoice, payment shall be made to Contractor by City on a quarterly basis.
7. This contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. The laws of the State of Oregon shall govern this contract.
9. Contractor shall comply with all federal, state, and local laws applicable to the work under this contract.
10. Termination: Either party may terminate this contract for any reason upon thirty (30) days written notice to the other party. If it's the City who terminates this contract, payment for all work shall be due immediately upon termination by the City.


11. Amendment: This contract may be amended by mutual written agreement of all parties.
12. Independent Contractor: Michael V. Hansen Consulting LLC (Registry Number 1192268-92) is engaged as an independent contractor and will be responsible for any federal or state taxes applicable to the payments under this contract. Contractor is not currently employed by the City and will not be under the direct control of the City. Because Michael V. Hansen Consulting LLC is an independent contractor, City will not be liable for any tax withholding, social security payments, state workers' compensation insurance, unemployment insurance, retirement system payments, or other similar expenses normally payable on behalf of employees of the City.
13. Indemnification: City agrees to indemnify, defend, and hold harmless Contractor and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and /or any performances or activities of Contractor.
14. Attorney Fees: If suit, action, or arbitration is brought either directly or indirectly to enforce the terms of this contract, the prevailing party shall recover, and the losing party hereby agrees to pay, reasonable attorney's fees incurred in such proceeding, in the trial and appellate courts, as well as costs and disbursements as ordered by a court of competent jurisdiction.
15. This contract is an integrated writing, executed by the parties after negotiation and discussions of all material provisions. None of the parties to this agreement have relied upon inducements, concessions, or representations of fact, except as set forth in this contract.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duty authorized officials, the agreement in two (2) copies, each of which shall be deemed an original, on the first date written above.

City of Westfir

By:  Title: Mayor Date: 4/2/18
Signature

Michael V. Hansen Consulting LLC

By:  Title: CEO Date: 3-20-18
Signature