

**CONTRACT FOR
PROFESSIONAL SERVICES**



This agreement is made and entered into between:

City of Sweet Home

"The Contractor"

And

RURAL DEVELOPMENT INITIATIVES, INC.

"RDI"

RECITALS

A. RDI is an Oregon nonprofit corporation organized for the purpose of promoting and facilitating economic diversification for rural communities.

B. RDI is an independent contractor who desires to provide their professional services to the Contractor upon the terms and conditions set forth in this Contract.

NOW, THEREFORE, since it is to the mutual benefit that both parties work together and in collaboration with each other to successfully accomplish this worthy project and in consideration of the premises and of the mutual covenants contained herein, the parties agree as follows:

1. Appointment of Independent Contractor

The Contractor hereby appoints RDI as an independent contractor for the purpose of performing the services set forth on Attachment A, Scope of Work. No scope may be added without the full consent and agreement of both parties.

RDI will deliver all services under this scope.

2. Term

This contract shall be effective August 1, 2021 and unless sooner terminated pursuant to the provisions of Section 7, shall terminate April 30, 2022. It is understood that the timeframe for achieving the Contract's outcome will be somewhat flexible as informed by the good faith of RDI and the Contractor.

3. Relationship of the Parties: Subcontracts

A. RDI is an independent contractor in as much as the Contractor retains control of only the outcome of performance and that RDI has the appropriate licensing needed to provide the service and will provide the necessary equipment to perform such service; and both parties stand ready to absorb any losses which could possibly occur through this venture. Nothing contained herein shall be deemed to create a partnership, joint venture, employee or agency relationship between the parties. RDI shall not represent itself to the public as an agent, employee, partner or joint venturer of the Contractor without express written permission.

While working on this contract the Contractor will acknowledge RDI's branding on all related materials, intellectual property and public statements.

B. RDI shall not enter into any subcontract for any of the work scheduled under this Contract without obtaining the prior written approval of the Contractor.

4. Compensation

RDI shall be compensated for the scope of work referenced in Attachment A. The agreed upon amount is \$20,000.00 for services.

RDI shall invoice the Contractor upon execution of the contract.

5. Expenses

No incurred expenses will be reimbursed, unless specified in Attachment A.

6. Indemnification and Insurance

To the fullest extent permitted by law, RDI shall indemnify and hold harmless the Contractor and its directors, employees and agents, from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, arising out of or resulting in any way from the performance or nonperformance of the activities described in this Contract except for any claims, damages, losses or expenses caused solely by the negligence of the Contractor, which the Contractor agrees to indemnify and hold RDI harmless there from.

7. Termination and Modification

A. This Contract may be terminated prior to its stated termination date by the mutual consent of both parties, or by either party for any reason upon 30 days advance written notice.

B. In the event of RDI's default, the Contractor, by written notice of default may terminate the whole or any part of this Contract immediately:

(1) if RDI fails to provide services called for by this Contract and listed on Attachment A within the time specified herein or any extension thereof granted by RDI; or

(2) if RDI fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of written notice from the Contractor, fails to correct such failures within 10 days or such longer period as the Contractor may authorize in such notice.

The rights and remedies of the Contractor provided in the above clause relating to defaults (including breach of contract) by RDI shall be in addition to any other rights and remedies provided by Oregon law or under this contract.

8. Ownership of Work Product

Work product independently produced by RDI under this Contract is the sole property of RDI, unless otherwise stipulated in Attachment A.

9. State Worker's Compensation Act

RDI and its subcontractors working under this Contract (if any), are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017, which requires an employer to provide Workers' Compensation coverage that satisfies Oregon law for all of an

employer's subject workers. The Contractor shall not be responsible for providing Worker's Compensation coverage to RDI or any of RDI's subcontractors or employees working under this Contract.

10. Independent Consultant

RDI shall perform all Services as an independent contractor. Although the Contractor reserves the right (a) to determine (and modify) the delivery schedule for the services and (b) to evaluate the quality of the completed performance, the Contractor cannot and will not control the means or manner of the RDI's performance. RDI is responsible for determining the appropriate means and manner of performing the services.

11. Assignment

Neither this Contract nor any interest in this Contract or in the rights thereunder shall be assigned, conveyed or transferred in any manner whatsoever, directly or indirectly by RDI.

12. Attorney Fees

If an action is instituted to declare or enforce any provision of this Contract, the prevailing party shall be entitled to recover reasonable attorney fees from the losing party in the trial and all appellate courts, in addition to any other recovery and costs.

13. Notices

Any notice required or permitted under this Contract shall be given when actually delivered or when deposited in the United States mail as certified mail with postage prepaid, addressed to the parties as indicated below their signatures, or to such other address as may be specified from time to time by notice in compliance with this Section.

14. Waiver

The failure by either party at any time to require performance of any provision of this Contract shall in no way affect the right to enforce that provision or be deemed a waiver of any subsequent breach of any such provision.

15. Integration and Amendment

This Contract is the final and complete agreement of the parties and there are no understandings, agreements or representations, oral or written, not contained here in regarding the subject matter of this Contract. This Contract may not be amended except by a written agreement signed by both parties.

16. Governing Law

This Contract shall be interpreted, construed, governed and enforced according to the laws of the State of Oregon.

"RDI"

Rural Development Initiatives, Inc.



Signature

Heidi Khokhar, Executive Director
Rural Development Initiatives
91017 S Willamette Street
Coburg, OR 97408

9-29-2021

Date

93-1073746

Employer Identification Number

"THE CONTRACTOR"

Signature




Ray Towry, City Manager
City of Sweet Home
3225 Main Street
Sweet Home, OR 97386

Date

Attachment A: SCOPE OF WORK

RDI will deliver one cohort of the Sweet Home Rural Youth Leadership Program, which will launch in Fall 2021. The budget for this program is \$27,500. RDI will work diligently to raise the remaining \$7,500. If unsuccessful, RDI will modify the delivery plan to fit a reduced budget.

Timeline of Deliverables:

-  Late-September/October 2021 – Recruitment Launch
-  November/December 2021, January/February 2022 – Leadership Training Sessions
-  January through March 2022 – Project implementation and final session.