

PROFESSIONAL SERVICES AGREEMENT
FOR ESTABLISHMENT OF A CERAMICS PROGRAM
IN THE CITY OF HATTIESBURG

THIS AGREEMENT is made and entered into by and between the City of Hattiesburg, Parks and Recreation Department and the South Mississippi Art Association, (hereinafter referred to as SMAA), for the purpose of engaging the services of said SMAA in the establishment and operation of a ceramics program in the City of Hattiesburg based at the Lt. Ben McNair Recreation Center.

FOR GOOD CONSIDERATION, THE City of Hattiesburg contracts with a ceramics instructor on the following terms and conditions:

LENGTH OF CONTRACT AND SALARY:

This contract shall be for a period of three (3) years subject to annual review and renewal. The City of Hattiesburg will pay SMAA an annual fee of \$13,000.00 to be paid at the beginning of each budget year for the City.

As an independent contractor, said SMAA accepts responsibility for and agrees that it will be responsible for the payment of the federal income taxes, state income taxes, and social security withholdings. Further, SMAA understand that no other benefits shall accrue to or be extended to SMAA, such as health, life, or disability insurance, vacation time, sick leave time, worker's compensation, or any other benefits that are offered and paid to or for employees of the City.

DUTIES AND POSITION:

SMAA shall make a financial report to the Director of Parks and Recreation, or one of his assigned employees, at the end of the City budget year, and shall maintain a workweek of two days per week at least. SMAA shall develop and establish a ceramics program for the City of Hattiesburg , and said program to include instruction classes if needed. SMAA will be responsible for cleanup of the rooms where ceramics are involved.

TERMINATION OF AGREEMENT:

Without cause, the City may terminate this agreement at any time upon thirty (30) days written notice to SMAA. If the City requests, SMAA will continue to perform her duties and be paid her regular salary up to the date of termination. Without cause, SMAA will have the right to terminate this agreement upon providing thirty (30) days written notice to the City. SMAA may be required to perform its duties and be paid its regular contracted amount to the date of termination, and if SMAA cannot fulfill their duties in the contract, all monies not used will be returned to the City. Notwithstanding, anything to the contrary contained in this agreement, the City may terminate SMAA's contract with City for cause without notice.

ADDITIONAL OPPORTUNITIES FOR SMAA:

The City of Hattiesburg agrees to allow SMAA to conduct a sculptor and/or pottery classes under the SMAA umbrella. These classes shall be in the same area of the Lt. Ben McNair Recreation Center as the ceramic classes at different times and days. SMAA will be responsible for furnishing the instructor for these classes. The students of these classes will be responsible for their own supplies.

ASSISTANCE IN LITIGATION:

SMAA upon reasonable notice, shall furnish such information and proper assistance to the City as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after contracted.

SEVERABILITY:

If, for any reason, any provision of this agreement is held invalid, all other provisions of this agreement shall remain in effect.

ORAL MODIFICATIONS NOT BINDING:

This instrument is the entire agreement of the City and SMAA. Oral changes shall have no effect. It may be altered by written agreement signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

SIGNED this 12th day of October, 2018.

South Mississippi Art Association
President

Toby Barker
Mayor, City of Hattiesburg

Witness