

PERSONAL SERVICES CONTRACT

THIS CONTRACT is between THE CITY OF NEWBERG, hereinafter called "City" and GLEN POST AND ASSOCIATES, INC., a corporation, hereinafter called "Contractor".

THE PARTIES AGREE:

1. Description of Services: Contractor will provide the following services:

The billing and collection of accounts due the City from any source. The Contractor will provide billing service for the first sixty (60) days of the collection effort and will provide additional collection service after the 61st day.
2. Compensation. The Contractor shall retain:
 - A. Nine Percent (9%) of all funds collected as a result of simple billing,
 - B. Forty Percent (40%) of all funds collected as a result of any additional collection activity beyond simple billing, and
 - C. The Contractor shall retain no funds from any part of a fine or judgment which is designated as restitution for the crime victim.
3. Term: The Contractor's services will begin upon the execution of this agreement by both parties and terminate when completed, or upon thirty (30) days written notice by either party to the other party.
4. Contract Documents. This Contract consists of this contract document, and the attached certificates.
5. Liability/Workers Compensation Insurance. Contractor shall provide proof of current general liability and worker's compensation coverage prior to undertaking any activity under this agreement.
6. Compliance. Contractor agrees to conduct all activities pursuant to this Contract in compliance with all state and federal laws, rules and regulations regarding debt collection practices.

7. Hold Harmless. Contractor agrees to defend, indemnify and hold the City harmless from all claims, causes of action, liability, suits or actions against the City arising out of or related to Contractor's actions or activities under this contract.

REVIEWED BY:

City Attorney for the City of Newberg, Oregon

By:  _____

Dated this 27th day of June, 1996.

CITY OF NEWBERG
"City"

GLEN POST AND ASSOCIATES, INC.
"Contractor"

By:  _____
City Manager

By:  _____
Glen Post, President

OK

EMPLOYEES CERTIFICATE

The undersigned Contractor in the attached City of Newberg, Oregon Personal Services Contract certifies:

- We provide services under our own name or under the assumed business name shown on the attached agreement.
- We have employees.
- No employees of any other employer will provide services in the performance of the attached City of Newberg, Oregon contract.

GLEN POST AND ASSOCIATES, INC.
CONTRACTOR

By 
Glen E. Post, President

Contractor's ID No. _____

Dated May 16, 1996

CERTIFICATE OF COMPLIANCE WITH OREGON TAX LAWS

I, the undersigned, hereby swear or affirm under penalty of perjury:

(Check)

_____ that we are, to the best of my knowledge, not in violation of any Oregon tax laws.

xxx that I am authorized to act in behalf of Glen Post and Associates, Inc.; that I have authority and knowledge regarding the payment of taxes, and that Glen Post and Associates, Inc. is, to the best of my knowledge, not in violation of any Oregon tax laws.

For purposes of this certificate, "Oregon tax laws" means the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

GLEN POST AND ASSOCIATES, INC.
CONTRACTOR

By 
Glen E. Post, President

Contractor's ID No. _____

Employer ID No. (EIN) 93-1189365

Oregon Employer No. 4668184

Dated May 16, 1996