

CITY OF NEWPORT  
PERSONAL SERVICE CONTRACT

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation, and Daniel Coyle (Contractor). This agreement shall be effective when signed by both parties.

RECITALS

- A. Contractor has the training, ability, knowledge, and experience to provide services desired by the City.
- B. City selected Contractor to provide services, consistent with its public contracting rules.

TERMS OF AGREEMENT

1. TERM

A. This contract shall be effective from July 8th 2013 through July 12th 2013.

2. SCOPE OF SERVICE

Contractor shall provide the following services:  
Operate a survival camp teaching basic wilderness survival skills.

Contractor will have contact with the public in the course of performing this contract and shall maintain good relations with the public. Failure to maintain good relations with the public shall constitute a breach of the contract. The City may treat the failure to maintain good relations as a non-curable breach allowing the City to terminate the contract and to disqualify Contractor from future work for the City.

3. COMPENSATION

Contractor shall be paid 70% of the fees paid by class participants. for Instructing the Class as advertised.

4. PAYMENT

Payment will be made monthly on or before the 7<sup>th</sup> day of the month. The City may withhold payment of any disputed amount.

City will report all payments made to Contractor required by the Federal Internal Revenue Service and the State of Oregon Department of Revenue.

5. STATUS

A. Contractor is not an "employee" for purposes of OAR 459-10-030(6).

City determines Contractor is in any way unfit, unqualified, or unable to perform all of the services outlined in this contract. Either party may terminate the agreement by providing 30 days written notice of termination by certified mail, return receipt requested. Termination does not cut off any rights or claims that occurred prior to termination.

C. DISCRIMINATION: The parties agree not to discriminate on the basis of race, religion, sex, color, national origin, family status, marital status, sexual orientation, age source of income, or mental or physical disability in the performance of this contract.

D. WAIVER: Waiver of any breach of any provision of this contract by either party shall not operate as a waiver of any subsequent breach of the same or any other provision of this contract.

It is City of Newport policy that all volunteers have a background check done by the Newport Police Department. Please sign below to acknowledge that you are aware of this.

CITY OF NEWPORT

CONTRACTOR

Ted Smith 7-8-13  
City Manager  
Date:

Daniel Coyle

Phone number: \_\_\_\_\_

Mailing address: PO Box 2389  
Corvallis, OR 97339

Tax ID or Social Security #  
Date:

Jim Protiva 7/8/13  
Jim Protiva, Director  
Parks & Recreation Department