

## **Addendum to Right of Entry and License Agreement Between City of Newport and Newport Trail Stewards**

THIS ADDENDUM is to the Right of Entry and License Agreement between the City of Newport, Oregon (City) and Newport Trail Stewards (Licensee).

### Recitals:

1. City and Licensee entered into a right of entry and license agreement dated February 25, 2020 (Agreement) to permit Licensee to enter the property described in Exhibit A to the Agreement to develop, construct, preserve, and maintain recreational trails for purposes of bicycling and other non-motorized uses on the property.
2. City and Licensee desire to incorporate the following terms as part of the Agreement, effective on the date of the last signature below.

### Terms of Addendum:

City and Licensee agree to amend the Agreement as follows:

- A. Licensee will obtain and maintain in force at all times during the term of the Agreement a policy or policies of commercial general liability insurance with liability limits of at least \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate, naming the City and its officers, board members, employees, and agents as additional insureds.
- B. The Work activities to be performed by Licensee, as set forth in Section 1 of the Agreement in accordance with National Park Service and International Mountain Bicycling Association (IMBA) trail design standards as approved by City, are subject to the inspection standards in attached Exhibit 1. Inspection schedules will be developed by City and Licensee through a memorandum of understanding (MOU) or other form of agreement as between them.
- C. In Section 5.1 of the Agreement, the word "circumference" is replaced with "diameter" so the first sentence of Section 5.1 provides, "City requires that, wherever reasonably possible, live trees with a diameter of greater than 4 inches be left undisturbed, unless authorized by City."

Except as expressly set forth herein, all provisions of the Agreement shall continue and remain in full force and effect.

**City of Newport, Oregon**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Newport Trail Stewards**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Signature]*

*City Manager*

*02/26/21*

*[Signature]*

*TREASURER*

*2/22/21*

## **EXHIBIT 1**

### **Big Creek Multi-use & Bike Trail Inspection Standards**

#### **Purpose**

All trails that will come under these Trail Inspection Standards must be inventoried, have scheduled inspections, and scheduled servicing when maintenance is needed. Inspectors will file reports and maintain records on all inspection and servicing requirements for each section of trail. Inspection schedules will be developed by the City of Newport and the NEWTS in a corresponding document.

#### **Priorities**

Effective risk management requires that safety, security, and critical signage issues take precedence over other issues such as vegetation clearing, surfacing servicing, branch removal, and remedial work. In some cases, environmental issues may require immediate response.

#### **Trail Development Standards**

All work activities related to Big Creek Reservoir Trails shall be performed in accordance with National Park Service and International Mountain Bicycling Association (IMBA) trail design standards, and are defined in the attached charts.

It must be emphasized that water erosion will be the largest detrimental force for trails in the Big Creek Reservoir area. Trails located on steep slopes could be especially prone to turning into drainages when not properly constructed. Care must be taken, especially on steeper trails, to provide for proper water management.

#### **Trail Kiosks and Signage**

Kiosks and signs are a critical part of trail management. They provide vital information to trail users to enable them to make informed choices about trail use by identifying trail difficulty rating, risks, length, and primary use.

Design and size must be approved by City of Newport for all signage and kiosks used at trailheads, trail connections/links, and trail directional signage. Design and color schemes should be consistent with kiosks and signs.

The following information should be considered when designing kiosks and signage:






1. Trail name(s).
2. Trail distance/directional information and any special features, degree of difficulty symbols, etc.
3. User and restriction symbols including "No motorized vehicles" symbol.
4. "Use at your own Risk" and "Please Keep Clean" and other appropriate risk management requirements, such as uneven terrain, blind corners, etc.
5. Separate or add-on signage – includes but is not limited to trail map, special safety considerations, trail etiquette info, "No Motorized Vehicles" signage.

National Park Service Trail Development Standards						
Trail Type	Vertical Clearance	Corridor Clearance	Treadway Width	Surfacing Materials	Trail Length	Grade
Hiking	8-10 feet	4-8 feet	4-6 feet	Bare soil, rocks, stone dust, or wood chips. May have hardened surface (concrete, asphalt or boardwalks) in high use areas.	0.25 – 5 mi. (1/2 day)  5-15 mi. (full day)	0-5%;  Max – 15% sustained;  40%+ shorter than 50 yd.;  Out slope – 4% max
Mountain Biking	8-10 feet	1.5-6 ft (1 lane)	Novice – 36 in  Intermediate – 24-30 in  Advanced – 12-18 in	Firm natural surface including soil, rocks, wood; hardened surface for wet areas.	Min. – 5 mi. loop (1.5-2 hour)  15-25 mi. of linear or loop trails (day trip)	Overall grade not to exceed 10%. Climbing turns not to exceed 7-12%.  Out slope of 3-5%



# IMBA Trail Difficulty Rating System



	 EASIEST WHITE CIRCLE	 EASY GREEN CIRCLE	 MORE DIFFICULT BLUE SQUARE	 VERY DIFFICULT BLACK DIAMOND	 EXTREMELY DIFFICULT DBL. BLACK DIAMOND
TRAIL WIDTH	72" (1,800 mm) or more	36" (900 mm) or more	24" (600 mm) or more	12" (300 mm) or more	6" (150 mm) or more
TREAD SURFACE	Hardened or surfaced	Firm and stable	Mostly stable with some variability	Widely variable	Widely variable and unpredictable
AVERAGE TRAIL GRADE	Less than 5%	5% or less	10% or less	15% or less	20% or more
MAXIMUM TRAIL GRADE	Max 10%	Max 15%	Max 15% or greater	Max 15% or greater	Max 15% or greater
NATURAL OBSTACLES AND TECHNICAL TRAIL FEATURES (TTF)	None	Unavoidable obstacles 2" (50 mm) tall or less  Avoidable obstacles may be present  Unavoidable bridges 36" (900 mm) or wider	Unavoidable obstacles 8" (200 mm) tall or less  Avoidable obstacles may be present  Unavoidable bridges 24" (600 mm) or wider  TTF's 24" (600 mm) high or less, width of deck is greater than 1/2 the height	Unavoidable obstacles 15" (380 mm) tall or less  Avoidable obstacles may be present  May include loose rocks  Unavoidable bridges 24" (600 mm) or wider  TTF's 48" (1,200 mm) high or less, width of deck is less than 1/2 the height  Short sections may exceed criteria	Unavoidable obstacles 15" (380 mm) tall or less  Avoidable obstacles may be present  May include loose rocks  Unavoidable bridges 24" (600 mm) or narrower  TTF's 48" (1,200 mm) high or greater, width of deck is unpredictable  Many sections may exceed criteria





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Nicholas Hill Group, Inc. 1586 S. 21st Street, Suite 200 Colorado Springs, CO 80904	<b>CONTACT NAME:</b> Andrea Slate <b>PHONE (A/C, No, Ext):</b> 719-694-2595 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> andrea@nicholashillgroup.com																					
<b>INSURED</b> Newport Trail Stewards 150 NW 6th Street Newport, OR 97365	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Everest National Insurance Company</td><td>10120</td></tr><tr><td>INSURER B :</td><td></td><td></td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Everest National Insurance Company	10120	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		SI8MQ00019-201	9/29/2020	9/29/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 300,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is added as additional insured per form ECG 20 600 - Additional Insured - Automatic Status When Required in a Written Agreement with you on a Primary and Noncontributory basis under the General Liability Insurance and shall include a Waiver of Subrogation in favor of the additional insured.

City of Newport and its officers, board members, employees, and agents are added as additional insureds.

## CERTIFICATE HOLDER

## CANCELLATION

City of Newport  
Newport City Hall  
169 SW Coast Hwy  
Newport, Oregon 97365

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT  
CAREFULLY.**

## **ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your operations for an additional insured.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
  2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.



**AUTHORIZATION FOR  
AGREEMENTS, MOUs, OR  
OTHER DOCUMENTS OBLIGATING  
THE CITY**

**All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.**

Addendum to Right of Entry and  
Document: License Agreement Between City of Newport Date: 2-22-21  
and Newport Trail Stewards  
Statement of Purpose: \_\_\_\_\_

Addendum to original agreement  
Department Head Signature: [Signature] 2-22-21

Remarks, if any: N/A

City Attorney Review and Signature: [Signature] Date: 2/24/2021

Other Signatures as Requested by the City Attorney: \_\_\_\_\_

	Signature			Name/Position
	Date:			
Budget Confirmed:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>	
Certificate of Insurance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>	
City Council Approval Needed:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Date: _____	

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 02-26-21

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: [Signature] Date: 3/2/2021

Date posted on website: 3/3/21