

**CITY OF NEWPORT, OREGON
PERSONAL SERVICES AGREEMENT**

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and SUSAN COOPER (Contractor). This Agreement shall be effective when signed and dated by an authorized representative of each party.

RECITALS

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

TERMS OF AGREEMENT

1. SERVICES TO BE PROVIDED

Contractor shall provide the services described in attached Exhibit A to this Agreement. To the extent there are any inconsistencies or conflicts between this Agreement and the attached Exhibit A, this Agreement shall control and prevail.

2. TERM

The term of this Agreement shall be 1 year(s) with an option to extend for up to 2 additional 1-year terms, at City's sole discretion. This Agreement shall expire, unless otherwise terminated or extended, on 6.22.22.

3. COMPENSATION

Contractor shall be compensated as described in attached Exhibit A to this Agreement.

4. ASSIGNMENT / DELEGATION

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation

due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make (to Contractor or third party) as a result of the finding.

- B. Contractor represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing.
- C. Contractor certifies that Contractor currently has a City business license or will obtain one prior to delivering services under this Agreement.
- D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

6. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws. Acceptance of contractor's work by City shall not operate as a waiver or release. Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this Agreement, except to the extent that the liability arises out of the negligence of the City and its employees. Contractor's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

7. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Contractor shall obtain, at contractor's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability Insurance for the indemnity provided under this Agreement. The following insurance will be carried:

Coverage	Limit
General Aggregate	2,000,000
Products-Completed Operations Aggregate	1,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one fire)	50,000
Medical Expense (Any one person)	5,000

B. Commercial Automobile Insurance

Contractor shall also obtain, at contractor's expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

C. Workers' Compensation Insurance

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement that are either subject employers that will comply with ORS 656.017 or employers exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.

D. Additional Insured Provision

The Commercial General Liability Insurance and Commercial Automobile Insurance policies and other policies the City deems necessary shall include the City as an additional insured with respect to this Agreement.

E. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The certificates of insurance provided to the City shall state that the insurer shall endeavor to provide 30 days' notice of cancellation to City.

F. Certificates of Insurance

As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within the Agreement. A renewal certificate will be sent to the City's address 10 days prior to coverage expiration.

G. Primary Coverage Clarification

The parties agree that Contractor's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

H. Cross-Liability Clause

A cross-liability clause or separation of insureds clause will be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Agreement.

The procuring of required insurance shall not be construed to limit contractor's liability under this Agreement. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

8. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

City: City Manager
City of Newport
169 SW Coast Hwy.
Newport, OR 97365
Phone: 541-574-0601

Contractor:

Susan Cooper
666 NW 33rd Pl. Unit B
Newport, OR 97365

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

9. MERGER

This writing is intended both as a final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of this Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

10. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the Agreement pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

11. TERMINATION WITH CAUSE

A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:

1. If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified, or terminated, to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
3. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.
4. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.
5. If City determines that termination of this Agreement is in the best interest of the City.

Any such termination of this Agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- 1. If Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof.**
- 2. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.**
- 3. If Contractor fails to eliminate a conflict as described in Section 11 of this Agreement.**

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable attorney fees, and other costs of litigation at trial and upon appeal.

12. ACCESS TO RECORDS

City shall have access to books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

13. FORCE MAJEURE

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disabled shall within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its probable extent. The notification shall not be the basis for a claim for additional

compensation. Each party shall, however, make all reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.

14. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

15. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

16. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.

17. EXTRA WORK

Only the City Manager may authorize additional work not described in Exhibit A. Failure of Contractor to secure written authorization for work not described in Exhibit A shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

18. ATTORNEY FEES

In any action arising under this Agreement, the prevailing party shall be entitled to such sum as the court may award as reasonable attorney fees and court costs, including attorney fees and court costs on appeal.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon, and the parties hereby consent to venue in Lincoln County Circuit Court, Oregon, unless exclusive jurisdiction is in federal court, in which case venue shall be in federal district court for the District of Oregon.

20. COMPLIANCE WITH STATE AND FEDERAL LAWS / RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers' compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this Agreement. (See attached Exhibit B.)

21. SEVERABILITY / COUNTERPARTS

In the event any provision of this Agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect. This Agreement may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.

CITY OF NEWPORT



City Manager



Date

CONTRACTOR



Date

EXHIBIT A
TO PERSONAL SERVICES AGREEMENT

TAI CHI FOR ARTHRITIS & FALL PREVENTION
STANDING CLASS
SEATED CLASS

ADDITIONAL CLASSES OPTIONAL

Contractor will be paid 70% of all revenues received for instruction of her classes.
Payment will be monthly, before the 20th of each month.

INSTRUCTOR INFORMATION & GUIDELINES

The purpose of this guide is to inform all instructors of the class/activity procedures and building policies of the City of Newport Parks and Recreation Department. To reduce confusion and to build communication between the staff and the instructors, please note the following information and guidelines:

I. REGISTRATION INFORMATION

1. Registration dates and other information can be found in each issue of our current Activity Guide or on our website.
2. All registration is accepted in person or by mail. Payment (by check, cash, debit or credit card) is required at the time of registration.
3. Registration is taken on a first-come/first-serve basis. If enough interest is shown and facilities and instructors are available, the Recreation Center will look at scheduling another class.
4. The Parks and Recreation Department reserves the right to cancel any programs or trips due to insufficient registration. Participants registered in cancelled classes will be given a full refund or credit.

II. INSTRUCTOR GUIDELINES

1. Classes will begin promptly at the designated time each week/day. Please adhere to your scheduled times by arriving on time and prepared for class. If extra time is needed, please notify the Finance/Administrative Specialist.
2. Instructors shall notify the Finance/Administrative Specialist of feedback received from participants (compliments and complaints).
3. Classes will be cancelled only due to injury or illness. Instructors must contact the Finance/Administrative Specialist AND the Control Desk as much in advance as possible if a class needs to be cancelled.
4. Check the holiday schedule with our Control Desk staff so students can be informed of the day(s) the facility is closed.
5. If registration for a program is below the set minimum number of students, the class will be cancelled unless the Instructor and Finance/Administrative Specialist agree otherwise.

6. Arrangement for class changes, registration fees, curriculum, and all details concerning your class(es) are handled through and with the approval of the Finance/Administrative Specialist.
7. **NO FEES SHALL BE COLLECTED BY THE INSTRUCTOR.** Registration fees will be collected by Control Desk staff.
8. **ACCIDENT REPORTING:** It is the instructor's responsibility to notify the Control Desk staff about any participant injury or incident and to complete an "Incident Report Form." If the injury requires first aid, the instructor must notify the Control Desk immediately. The form must be submitted by the next working day. Please notify the Recreation Superintendent or Finance/Administrative Specialist of any unsafe conditions/equipment in the classroom/facility.
9. Instructors are contracted by the Parks and Recreation Department to instruct the class for which they were hired. They do not have the authority to make decisions, changes and/or exceptions to any department rules or policies. If concerns or questions arise, instructors must contact the Finance/Administrative Specialist.
10. The instructor responsibilities outlined by the Parks and Recreation Department must be adhered to at all times. Any infraction of the policies, procedures, or guidelines will result in a verbal warning. Further infractions will result in a written warning. Immediate termination will occur if the instructor is grossly negligent in his/her responsibilities.
12. If you are instructing children, you may not leave the facility until all children have been picked up by a parent or guardian. Children cannot be left unattended.

III. BUILDING POLICIES

1. Smoking and alcohol are not allowed in the building or anywhere around any participants.
2. The instructor is responsible for ensuring the area they are using is cleaned after each class.
3. Instructors are not permitted to use office telephones or equipment (i.e. copy, fax machines and computers) unless prior approval is given by the Control Desk staff.

Additional Guidelines for Covid-19 will apply.

Your adherence to these policies is expected and greatly appreciated. If you have any questions, please contact the Recreation Superintendent.

Tai Chi for Arthritis/Fall Prevention - Beginning Level
Instructor: Susan Cooper, Senior Trainer – Tai Chi
for Health Institute

Based on Tai Chi for Arthritis from the Sun Style form, this modified class emphasizes joint-safe moves, agile steps and Qigong breathing. Regular practice will help improve balance, help prevent falls, increase muscle strength, improve immune function and increase concentration and mental focus. Class will learn the Basic 6 Moves. Please bring low heeled, comfortable 'indoor' shoes with clean soles.

THurs 11-12 Seated 6-24

Tue 2-3 Stand 6-22

1 (Tues 6-22, 29, 7-6 7-13
Thur 6-24, ~~29~~ 7-8, 15

2 (Tue 7-20, 27, 8-3, 10
Thur 7-22, 29 8-5, 12

3) Tue 8-17, 24, 31 9-7
Thur 8-19, 26 Sept 2, 9

EXHIBIT B
TO PERSONAL SERVICES AGREEMENT

RELEVANT PROVISIONS OF ORS CHAPTER 279B

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

279B.230 Condition concerning payment for medical care and providing workers' compensation.

1. Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
2. Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

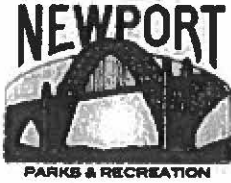
279B.235 Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits.

1. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
2. In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time

and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

3. (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.



City of Newport
Parks and Recreation Department



INSTRUCTOR'S PROPOSAL FOR CLASS

Class Name: TAI CHI FOR ARTHRITIS/FALL PREVENTION SEATED TAI CHI FOR ARTHRITIS

Instructor's Name: SUSAN COOPER

Mailing Address: 66 NW 33RD PL, UNIT B

City/State: NEWPORT, OR

Zip Code: 97385

Telephone: (520) 730-7418

Emergency Phone: () _____

Email address sucoop@icloud.com

Ages of participants: OVER 16

Indicate length of each class: 60 minutes/hours

Indicate length of each session: MONTHLY (example: 1 class, 4 weeks, 8 weeks, etc.)

Number of meetings per week: (circle one) one two three four five ☐

Instructors Preferences/Availability: Time of Day: 9 am to 10 am

10 am to 12 pm

2 pm to 3 pm

*Thursday
Tuesday*

Day of the week: (circle one or more) Monday ☐ Tuesday ☒ Wednesday ☐ Thursday ☒ Friday ☐

Suggested fee for participant (per session): \$ 10/day in Tucson--what other class fees are...

Time of year available to instruct: (check all that apply)

☐ FALL: September—December

☐ WINTER: December – February

☐ SPRING: March—May

☒ SUMMER: June—August

Please provide the names of any agents acting on your behalf, in conjunction with, and/or as your subcontractor:

1. _____

2. _____
3. _____

Please give a brief, but exciting and detailed, description of your class (to be used to promote your class):

Tai Chi for Arthritis/Fall Prevention and Seated Tai Chi for Health classes are a great way for people to enhance
their health while enjoying something new. While learning simple things to do to improve balance,
participants also are increasing muscle strength and range of motion, improving their immune system
and relieving stress, among many other benefits. Start sleeping better, and ease pain and stiffness as you exercise
your brain. Make new friends as you learn this gentle, effective form of exercise.

Please complete this proposal and your resume, (which includes your experience and background in this activity) and return to the Recreation Superintendent. Once the proposal is reviewed, you will be notified and details can be discussed. **We require promotional information at least 3 months in advance.** Thank you for your interest in providing new recreation opportunities for the families in Newport.

Mailing Address: City of Newport
 Parks and Recreation Department
 225 SE Avery St.
 Newport, OR 97365

Email Address: j.mayhew@newportoregon.gov



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/23/2021

PRODUCER
Maguire Insurance Agency, Inc. FWH
1 Bala Pls Ste 100
Bala Cynwyd, PA 19004-1401
610.617.7900

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Susan Cooper
66 NW 33rd Pl Unit B
Newport, OR 97365-

INSURERS AFFORDING COVERAGE

INSURER A: Philadelphia Indemnity Insurance Company

NAIC #

18058

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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 CERTIFICATION 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	PHPK2250135-000	03/19/2021	03/19/2022	EACH OCCURRENCE	\$2,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA occurrence)	\$100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$2,500
		<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY				PERSONAL & ADV INJURY	\$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$4,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$4,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA accident)	
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	
		<input type="checkbox"/> DEDUCTIBLE					
		<input type="checkbox"/> RETENTION					
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WE STATUTORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N				E.L. EACH ACCIDENT	
		[Mandatory in NH] If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	
						E.L. DISEASE - POLICY LIMIT	
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

It is understood and agreed that the following entity is added as an additional insured but only with respect(s) to the operations of the named insured except that liability resulting from the additional insured's sole negligence.

CERTIFICATE HOLDER

City of Newport
169 SW Coast Hwy.
Newport, OR 97365-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



**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.

Document: Personal Services Agreement Date: 6-28-21

Statement of Purpose: Independent Contractor for Recreation Center class - Tai Chi

Department Head Signature: Barb James

Remarks, if any: _____

City Attorney Review and Signature: See attached email Date: 6-25-21

Other Signatures as Requested by the City Attorney: _____

	Signature	Name/Position
Budget Confirmed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Date: _____
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: 6/25/21

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: 7/8/2021

Date posted on website: _____