



**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: AGREEMENT Date: 9.21.22

Statement of Purpose: PERSONAL SERVICE AGREEMENT WITH  
COVOS FOR SHORT TERM BENCH ENFORCEMENT

Department Head Signature: [Signature]

Remarks, if any: \_\_\_\_\_

City Attorney Review and Signature: EMAN. ATTACHED Date: 9.22.22

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 checked="" type="checkbox"/> No <input type="checkbox"/>	Date: <u>7/18/22</u>

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: 9/21/2022

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

Date posted on website: \_\_\_\_\_



## Derrick Tokos

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**From:** David Allen  
**Sent:** Monday, August 22, 2022 10:17 AM  
**To:** Derrick Tokos  
**Subject:** Re: [EXT] - RE: Newport, OR <> GovOS Renewal  
**Attachments:** GovOS Agreement - 8.15.22 GovOS Redlines.pdf; GovOS Agreement - 8.15.22 GovOS Redlines - 8-22-22 da-edits.pdf; GovOS Agreement - 8.15.22 GovOS Redlines - 8-22-22 da-edits -clean copy.doc

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Attached is GovOS redline version from below, along with edits to GovOS redline version in track changes and clean copy. Attached clean copy is final version unless there are any minor, non-substantive edits. --David

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From: Derrick Tokos  
Sent: Thursday, August 18, 2022 5:30 PM  
To: David Allen  
Subject: RE: [EXT] - RE: Newport, OR <> GovOS Renewal

Here you go.

Derrick

-----Original Message-----

From: David Allen <D.Allen@NewportOregon.gov>  
Sent: Wednesday, August 17, 2022 5:03 PM  
To: Derrick Tokos <D.Tokos@NewportOregon.gov>  
Subject: Re: [EXT] - RE: Newport, OR <> GovOS Renewal

Can you send the markup version in both Word (doc not docx) and pdf format ... unable to open the docx format on my computer for some reason. --David

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From: Derrick Tokos  
Sent: Wednesday, August 17, 2022 12:22 PM  
To: David Allen  
Subject: FW: [EXT] - RE: Newport, OR <> GovOS Renewal

Hi David,

See attached markup from GovOS attorney. With regard to their new language under "Services To Be Provided," we may want to clarify that we have the right to provide information to third parties when relevant to enforcement of our STR regulation. I am sure that you will have comments on their other proposed changes.

Derrick I. Tokos, AICP

Community Development Director  
City of Newport  
169 SW Coast Highway  
Newport, OR 97365  
ph: 541.574.0626 fax: 541.574.0644  
d.tokos@newportoregon.gov

\* \* \* \* \*



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

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and GovOS, Inc. (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 selected MUNIRevs Inc. as Contractor to provide services under its public contracting rules in 2019, and entered into an agreement for a three-year term. MUNIRevs Inc. merged into GovOS, Inc. as of January 1, 2022, which became successor in interest to the agreement. The parties wish to extend the agreement for an additional three-year term.

**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 three years with an option to extend for up to two additional three-year terms, at City's sole discretion. This Agreement shall expire, unless otherwise terminated or extended, on July 1, 2025.

**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. Contractor may assign this Agreement to a corporate affiliate or in the event of the sale of all, or substantially all, of its assets, in which consent by City will not be unreasonably withheld.

**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 with respect to Contractor employees. 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.

Neither party to this Agreement will be liable for any incidental, consequential, indirect, punitive, intrinsic value, or special damages arising out of or in connection with this Agreement, however caused and based on any theory of liability. The provisions of this section shall survive termination or expiration of this Agreement.



## 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:

<u>Coverage</u>	<u>Limit</u>
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 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

1. The first part of the paper discusses the importance of the study of the history of the United States. It is argued that a knowledge of the past is essential for a full understanding of the present and for the development of a sound policy for the future.

2. The second part of the paper discusses the role of the government in the development of the United States. It is argued that the government has played a crucial role in the development of the country, and that its actions have been guided by a set of principles that have been passed down from generation to generation.

3. The third part of the paper discusses the role of the individual in the development of the United States. It is argued that the individual has played a crucial role in the development of the country, and that his actions have been guided by a set of principles that have been passed down from generation to generation.

4. The fourth part of the paper discusses the role of the community in the development of the United States. It is argued that the community has played a crucial role in the development of the country, and that its actions have been guided by a set of principles that have been passed down from generation to generation.

5. The fifth part of the paper discusses the role of the nation in the development of the United States. It is argued that the nation has played a crucial role in the development of the country, and that its actions have been guided by a set of principles that have been passed down from generation to generation.

6. The sixth part of the paper discusses the role of the world in the development of the United States. It is argued that the world has played a crucial role in the development of the country, and that its actions have been guided by a set of principles that have been passed down from generation to generation.

7. The seventh part of the paper discusses the role of the future in the development of the United States. It is argued that the future has played a crucial role in the development of the country, and that its actions have been guided by a set of principles that have been passed down from generation to generation.

8. The eighth part of the paper discusses the role of the present in the development of the United States. It is argued that the present has played a crucial role in the development of the country, and that its actions have been guided by a set of principles that have been passed down from generation to generation.

9. The ninth part of the paper discusses the role of the past in the development of the United States. It is argued that the past has played a crucial role in the development of the country, and that its actions have been guided by a set of principles that have been passed down from generation to generation.

10. The tenth part of the paper discusses the role of the United States in the development of the world. It is argued that the United States has played a crucial role in the development of the world, and that its actions have been guided by a set of principles that have been passed down from generation to generation.

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

Contractor: President  
GovOS, Inc.  
8310 N Capital of Texas Hwy.  
Austin, TX 78731

With a copy to:  
Legal Department  
6300 Cedar Springs Rd  
Dallas, TX 75235

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. In the event of termination, City will not be entitled to a refund of any prepaid fees except if the termination by City is based upon paragraph (A)(2) or (A)(3).

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.

- C. Contractor may terminate the Agreement if, after providing City thirty (30) days' written notice of a breach of material obligations under this Agreement, the breach remains uncured. City's failure to perform any of its material obligations under this Agreement, in whole or part, will be a breach.

**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 disenabled, 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 disenabled 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**

*Acting Margaret M. Hawke*  
\_\_\_\_\_  
Spencer Nebel, City Manager

*9/21/2022*  
\_\_\_\_\_  
Date

**GovOS, Inc.**

*Josh Stanley*  
\_\_\_\_\_  
Josh Stanley, CFO

9/16/22

\_\_\_\_\_  
Date



**EXHIBIT A**  
**TO PERSONAL SERVICES AGREEMENT**

<b>Item</b>	<b>Monthly Cost</b>
Ongoing short-term rental census monitoring and discovery, with reconciliation and updates to compliance database.	\$650 / Month
Non-compliant evidence capture.	Included
Listing tracker that captures evidence every five (5) minutes on non-compliant properties.	Included
Online bilingual complaint form and call center during business hours.	Included
24/7 bilingual complaint hotline with dashboard integration.	\$300 / Month
Remittance audit tool with audit workflow.	\$450 / Month
Notification module, including unlimited notification templates, targeted and customized notices by compliance status.	Included
Total	\$1,400 / Month

Subject to the terms of the Agreement Contractor grants, and City hereby accepts, a nonexclusive, nontransferable, revocable subscription to access the service during the Term of the Agreement (the "Subscription" or "Service"). The Subscription provided is only for the use of City. Unless set forth in this Agreement, City is not authorized to and agrees it will not allow its Users to (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the content in any way; (ii) modify or make derivative works based upon the Service or the content; (iii) create Internet "links" to the Service or "frame" or "mirror" any content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. Any and all rights not expressly granted hereby to the City are reserved by Contractor.

Contractor alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Contractor technology, the content, the Service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by City or any



other party relating to the Service. This Agreement is not a sale and does not convey to City any rights of ownership in or related to the Service, Contractor technology or its intellectual property rights.

City shall have the right to provide information to third parties when relevant to or in furtherance of enforcement of the City's short-term rental regulation.

City and/or User retain all intellectual property rights regarding City Data submitted by a City and/or User. City Data means all the City/User originated content that is entered, uploaded, and in some instances stored in the system. Contractor does not own any data, information or material that City or other Users submit to the Service in the course of using the Service. Contractor is provided a limited license to utilize City Data for the purpose of providing the Service. City has the sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all City Data submitted.



1. The first part of the paper discusses the importance of the study of the history of the United States.

2. The second part of the paper discusses the importance of the study of the history of the United States.

3. The third part of the paper discusses the importance of the study of the history of the United States.

4. The fourth part of the paper discusses the importance of the study of the history of the United States.

5. The fifth part of the paper discusses the importance of the study of the history of the United States.

**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.





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
09/20/2022

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 have ADDITIONAL INSURED provisions or 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> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center	
	<b>PHONE (A/C, No, Ext):</b> 1-877-945-7378	<b>FAX (A/C, No):</b> 1-888-467-2378
	<b>E-MAIL ADDRESS:</b> certificates@willis.com	
<b>INSURED</b> Kofile Group Holdings, L.P. 6300 Cedar Springs Road Dallas, TX 75235	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> National Fire Insurance Company of Hartford	
	<b>INSURER B:</b> Continental Insurance Company	
	<b>INSURER C:</b> American Casualty Company of Reading Penns	
	<b>INSURER D:</b> Endurance American Specialty Insurance Com	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: W26001127

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	7011759995	11/08/2021	11/08/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:					\$
A	<b>AUTOMOBILE LIABILITY</b>	Y	7011760001	11/08/2021	11/08/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		7011760032	11/08/2021	11/08/2022	EACH OCCURRENCE \$ 15,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 15,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	711760015	11/08/2021	11/08/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional/Cyber Security Liab		PRX30001481802	11/08/2021	11/08/2022	See Below

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

Named Insured is completed to read:

Kofile Group Holdings, LP


Kofile Intermediate Holdings, Inc.

Kofile Software Parent Holdings, Inc.

Kofile Technologies, Inc.

SEE ATTACHED

**CERTIFICATE HOLDER****CANCELLATION**

City of Newport (Oregon) 169 SW Coast Highway Newport, OR 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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ACORD 25 (2016/03)

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SR ID: 23077253

BATCH: 2673729

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Kofile Group Holdings, L.P. 6300 Cedar Springs Road Dallas, TX 75235	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Kofile Products, Inc.  
GovOS, Inc.  
MUNIREvs, Inc.  
MUNIREvs, Inc. d/b/a LODGINGRevs  
Bizodo, Inc. d/b/a SeamlessDocs  
Kofile Shared Services, Inc.  
Kofile Management Services, Inc.  
Kofile, Inc.  
Kofile Services, Inc.  
Kofile Software Intermediate Holdings, L.P.

Professional Liability/Technology Services Liability - Each Claim \$5,000,000  
Media Liability - Each Claim \$5,000,000  
Privacy/Network Security & Privacy - Each Claim - \$5,000,000  
Privacy and Network Security Breach Costs \$5,000,000  
Direct Business Interruption Loss \$5,000,000  
Cyber Extortion Threat \$5,000,000  
Contingent Business Interruption Loss \$5,000,000  
Digital Asset Loss \$50,000  
Professional Liability/Technology Services Liability Retro Date: 10/30/2009

City of Newport (Oregon) is included as an Additional Insured as respects to General Liability and Auto Liability, As required by written contract