C-4039

INDEPENDENT CONTRACTOR AGREEMENT
RECREATION INSTRUCTOR

This Independent Contractor Agreement ("Agreement") is made and entered into as of this 1st day of January, 2013 ("Effective Date") by and between the City of Newport Beach, a California Municipal Corporation and Charter City ("City"), and LIZ RODGERS, a sole proprietor ("Contractor") to provide the classes or programs in FITNESS ("Class" or "Program") hereby agreed upon, as scheduled and described in the *Newport Navigator* and/or *OASIS News*, which is incorporated herein by this reference, and as approved in writing by the City.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Effective Date, and shall terminate on December 31, 2014 unless terminated earlier as provided herein.

2. COMPENSATION

2.1 City shall pay Contractor within twenty one (21) business days after the last Class meeting. City shall pay the Contractor an amount equal to **sixty-five (65%) percent** of the amount of the total enrollment fees collected, minus the non-resident fee and a five dollar and no/100 ($5.00) per person administration fee for each Class held.

2.2 The City pays Contractors electronically; the Contractor shall be responsible for ensuring an up to date "Direct Deposit Authorization Form" is on file with the City.

2.3 (When applicable) Contractors providing Classes or Programs at Mariners Elementary School and/or Newport Elementary School ("Schools") shall submit to the City written notice of actual costs incurred in the performance of services under this Agreement to conduct the Class or Program at the Schools. Subject to the City's written acceptance of Contractor's actual costs, City shall reimburse the Contractor one hundred percent (100%) of the actual costs incurred within twenty one (21) business days after the last Class or Program meeting.

3. DUTIES OF CITY

3.1 *Registration.* City shall register all participants and shall collect all enrollment fees. Contractor shall not accept enrollment fees directly from a participant unless the City approves, in advance and in writing, the acceptance of enrollment fees by the Contractor. Contractors shall only collect material fees that are pre-approved by the City and published in advance in the Newport Navigator and/or the OASIS News (if applicable). Such material fees shall be collected by Contractor at the first Class meeting.

3.2 *Publicity.* City shall provide publicity for the Class in the *Newport Navigator (*published on a quarterly basis) and/or the *OASIS News* (published on a monthly basis). City shall have the sole discretion to decide what information will be included in the *Newport Navigator* and/or the *OASIS News* about the Class and the Contractor. Publicity may also include flyers created by the City or the Contractor. Contractor created flyers must be approved in writing by the City before distribution.

3.3 *Class Facility.* City shall provide a location for the Class without charging Contractor any rental fees, unless otherwise agreed by the parties. The Contractor will request dates and times for the Classes and the City will inform the Contractor if the facility is available. It is the Contractor's sole responsibility to request these dates/times, the City will not schedule the Contractor's Classes for them.

3.4 *Refund Processing.* City shall provide refunds to participants when:

3.4.1 The participant drops the Class before the second Class meeting;

3.4.2 The participant drops a one (1) day or more workshop five (5) business days before the workshop begins; or

3.4.3 The Class is canceled by the City or Contractor. In the latter instance, the Contractor must provide the City with all required paperwork.

3.5 *Class Roster, Sign-Out and Attendance Sheets.* City shall provide Class rosters, sign-out sheets and attendance sheets to Contractor online via http://newportbeachca.gov/index.aspx?page=1432. Contractor is responsible for requesting log-in and password information from the City.

4. CONTRACTOR DUTIES

4.1 *Contractors.* Contractor hereby certifies that he/she or any subcontractor, representative or employee (collectively "Representatives") who will be teaching the Class or assisting in teaching the Class are qualified to do so, and qualified to perform the services described above and in the Program outline submitted to City. Contractor is responsible for all Class curriculum development. Contractor is responsible for training, supervising, evaluating, scheduling, and any other requirements by law for all Representatives. Contractor warrants that it will continuously furnish the necessary personnel to provide the Program or Classes as contemplated by this Agreement.

4.2 *Representatives.* Contractor shall provide the City with the name(s), address(es) and phone number(s) of all Representatives who will be providing any services pursuant to this Agreement. All Representatives of Contractor must comply with the Fingerprint Policy (see Section 8). All Representatives must be able to provide proof of legal right to work in the United States.

4.2.1 *Representative Approval Form.* Attached as Exhibit A, and incorporated herein by reference, is the Representative Approval Form ("Form"). Each Contractor Representative is required to obtain the written approval of the Recreation and Senior Services Director prior to performing any services under this Agreement. Prior to Contractor using any Representative to provide any services pursuant to this Agreement, Contractor shall submit to the City a completed Form for each

Representative that Contractor desires to use to provide services pursuant to this Agreement. Contractor, at the sole discretion of City, shall remove from the Program any Representative assigned to the performance of services pursuant to this Agreement upon written request of City.

4.3 Please initial the statement that applies:

☑ ELR **I will not be using Representatives or employees.**

☐ **I will be using Representatives**. *Any completed and approved Form shall be incorporated herein by reference.* ***Contractor shall not authorize any Representative to provide services pursuant to this Agreement unless and until the Recreation and Senior Services Director has approved in writing the completed Form for that individual Representative.***

4.4 *Subcontracting.* Contractor shall not subcontract or assign any portion of the rights, obligations or duties required under this Agreement, without first obtaining prior written approval from the City. Subcontracts, if any, shall contain a provision making them subject to all provisions of this Agreement.

4.5 *Supplies/Equipment.* Contractor shall be responsible for providing all supplies, equipment, personnel, materials, and any additional publicity desired for the class, at Contractor's sole expense. Contractor shall also be responsible for repairing and maintaining all equipment and supplies in good working condition.

4.6 *Anti-Discrimination Laws.* Contractor agrees and certifies that, except as permitted by law, no person shall, on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, sexual orientation or any other impermissible basis under the law, be excluded from participation in, or be denied the benefits of the services provided pursuant to this Agreement, and Contractor agrees not to discriminate on said grounds in the hiring and retention of employees and Representatives, unless authorized under Section 12940 of the California Government Code. Contractor shall, where applicable, conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

4.7 *Class Size.* Contractor shall determine the minimum and maximum number of participants required for each Class to ensure the quality and safety of the Class participants. Contractor or Contractor's authorized representative is required to attend the first Class meeting of all Class offerings advertised in the *Newport Navigator and/or OASIS News* unless Contractor cancels the Class three (3) business days prior to the start date, with the prior written approval of City. In the event of such approved cancellation, Contractor shall be responsible for informing all registered participants. In the event that the minimum number of participants is not met by the first Class meeting, the Class shall be cancelled and the Contractor shall not be compensated for attending the first meeting or for any cancelled Class. Contractor shall not be obligated to provide any additional services in regards to the cancelled Class. If the minimum number of participants is met or exceeded, the Class shall be held as scheduled (even if any of the

initial participants subsequently drop the Class), subject to Section 14 of this Agreement. If the demand is such that an additional Class could be offered, it shall be taken under consideration and negotiated between City and Contractor. If class(es) are cancelled for two (2) consecutive quarters due to lack of enrollment, the class will not be scheduled again until City determines that public demand has increased.

4.8 *Use of Non-City Facilities for Classes.* If Contractor desires to conduct the Class at his/her place of business, or some other non City-owned site or facility, Contractor must:

4.8.1 Notify City at least twenty-four (24) hours in advance;

4.8.2 Provide sufficient parking for all participants;

4.8.3 Post signs at the site to direct participants to the location of class; and

4.8.4 Allow access to City staff to the location when requested.

4.9 *Absences.* Contractor shall obtain permission from City one (1) week prior to any planned absence from the class. In the event of illness, Contractor is required to notify City and Participants twelve (12) hours prior to any Class cancellation.

4.9.1 City urges Contractor to get a substitute Representative whenever possible instead of cancelling Classes. Contractor shall obtain City's prior written approval of any substitute Representative. Any substitute Representative must have completed a criminal background check pursuant to Section 8 prior to teaching any City Programs or Classes and must have an authorized Representative Approval Form on file with the City.

4.9.2 When cancelling a Class, Contractor shall contact all participants as soon as possible.

4.10 *Contact Information.* Contractor is required to notify City in writing of any name, address, telephone number, email, website or direct deposit payment changes within forty eight (48) hours of such change.

4.11 *Contractor Informational Meeting.* Contractor or Contractor's authorized Representative or employee shall attend the Annual "Contractor Informational Meeting" that will be held in the Fall.

4.12 *Camp Participant Emergency Waiver Form Requirements.* All Contractors who offer camps shall require all participants to complete and return to Contractor, or his/her designee, on or before the first day of camp, a City issued "Emergency Contact Information Form".

4.13 *Sign-Out Sheets.* All Camp Contractors with participants ages 10 years and younger, must have a legal guardian sign out each Class participant after each Class. Sign out sheets along with Attendance sheets are available to the Contractor online through their instructor login.

4.14 *Other Requirements.* Contractors shall:

4.14.1 Cooperate fully with all reasonable requests from City staff;

4.14.2 Maintain the highest degree of participant safety possible;

4.14.3 Immediately report to the Recreation & Senior Services Office any injuries as a result of Class participation;

4.14.4 *Injuries or Damages.* Immediately report to the Recreation and Senior Services Office any injuries as a result of Class participation, damages to the classroom or Program facility that could cause potential injury to a Class participant, and/or other needed maintenance repairs. Contact the Recreation and Senior Services Office staff by phone or email;

4.14.5 Clear all participants from the designated Class area at the end of Class time unless participants continue to use public City facilities for personal use without conflict with other scheduled activities and in accordance with posted hours and availability limitations;

4.14.6 Ensure that any music or sound system is kept at levels that will not interfere with other classes or create a public disturbance/nuisance;

4.14.7 Close and secure the room or building at the end of each Class;

4.14.8 Turn off any lights, heat, air conditioning, or other utilities when Class is finished;

4.14.9 Complete and return the quarterly "Contract Class Schedule" requested by the City if Contractor wishes to be a part of the marketing materials;

4.14.10 Know facility rules and regulations and provide pertinent information (i.e. refunds) to participants;

4.14.11 Pay a $20 lost key/replacement fee when Contractor requests replacement key; and

4.14.12 Abide by all City policies and procedures including, but not limited to, the requirements set forth in the *Newport Navigator* and *OASIS* News and the current Contractor Handbook which is incorporated herein by this reference. Contractor's signature on this Agreement signifies acknowledgement of receipt of the Contractor Handbook.

4.15 *Contractor Photo ID Badge.* Contractors and their Representatives are required to wear a City provided Contractor Photo ID Badge at all times while engaging in services for the City. Contractor shall be required to pay $5.00 for any lost or replacement Contractor Photo ID Badge. Contractor Photo ID Badges are distributed upon renewal of their Agreement with City.

5. NOTICES

5.1 Unless otherwise indicated, all notices, demands, requests or approvals, including change of address notices, to be given under the terms of this Agreement shall be given in writing, and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

Attn: Racquel Valdez, Recreation Supervisor
Recreation and Senior Services Department
City of Newport Beach
3300 Newport Blvd.
PO Box 1768
Newport Beach, CA 92658
Phone: 949-644-3156
E-mail: recreation@newportbeachca.gov

5.2 All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at the contact information provided on page 13 of this Agreement.

6. INDEPENDENT CONTRACTOR

The parties intend and agree that at all times during the performance of services under this Agreement that Contractor shall act as an Independent Contractor and shall not be considered an agent or employee of City. As such, Contractor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers compensation and unemployment insurance and that of his/her Representatives. Contractor also agrees to provide liability insurance as required by City and described more fully below. City shall not be liable for any payment or compensation in any form to Contractor other than as provided herein. City reserves the right to employ other independent contractors and Contractors who teach the same or similar classes. City shall provide Contractor with IRS 1090 or other applicable IRS forms at the end of the calendar year for all fees paid to Contractor.

7. INSURANCE

7.1 *General Liability Insurance.* Contractor must provide and maintain at all times general liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. The policy shall carry a general liability special endorsement naming the City of Newport Beach, its elected or appointed officers, employees, agents and volunteers as additional named insured in the amount of one million dollars ($1,000,000) per occurrence. Evidence of insurance certificate shall be sent to the Recreation & Senior Services Department and must be approved by the City Risk Management or their designee prior to the first Class/day of instruction.

7.1.1 Contractor shall have the option of purchasing coverage through the City of Newport Beach's Special Event insurance program, or through Southern

California Municipal Athletic Federation ("SCMAF") or providing his/her own coverage. If a Contractor elects to obtain his/her own coverage, said coverage must have the policy limits described above and be provided by an insurance carrier with a Best's Insurance Guide Rating of A- (or higher) and Financial Size Category Class of VII (or larger).

7.1.2 Contractor's insurance coverage shall be primary insurance and/or primary source of recovery as respects to City, its elected or appointed officers, agents, officials, employees and volunteers with respect to all claims, losses or liability arising directly or indirectly from the Contractor's operations or Service provided to the City. Any insurance or self-insurance maintained by City, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

7.1.3 Said policy must also provide a written thirty (30) day notice of cancellation (ten (10) day written notice for non-payment of premium) to the City of Newport Beach Recreation & Senior Services Department, at the following address: P.O. Box 1768/ 3300 Newport Boulevard, Newport Beach, CA 92658.

7.2 *Workers' Compensation Insurance*. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act.

7.2.1 The insurer issuing the Workers' Compensation insurance shall amend its policy by endorsement to waive all rights of subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers. Contractor shall submit to City, along with the required certificate of insurance a copy of such waiver of subrogation endorsement.

7.2.2 In the event Contractor has no employees requiring Contractor to provide Workers' Compensation insurance, Contractor shall so certify to City in writing prior to City's execution of this Agreement.

7.3 *Automobile Liability Coverage*. Contractor shall maintain automobile insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit for each occurrence, or as approved by the City's Risk Manager or his/her designee.

7.4 Please initial the statement that applies:

☐ **Contractor is providing a copy of the General Liability Insurance with Additional Insured Endorsement that meets the above requirements.**

☑ EHR **Contractor shall be utilizing the City provided insurance through Southern California Municipal Athletic Federation ("SCMAF") and will**

pay all required fees billed on a quarterly basis by the City. I have reviewed the Contract Contractor Handbook for complete information. *Please note that SCMAF does not provide coverage for Worker's Compensation or Automobile Insurance Liability.*

8. FINGERPRINTS AND CRIMINAL BACKGROUND CHECK

8.1 All Contractors and their Representatives must submit to and pass a criminal background investigation by providing a complete set of fingerprints to the City at least thirty (30) calendar days prior to teaching, substituting for Contractor, or assisting with any Class. Such Contractors and their Representatives are required to submit fees in the amount of up $73 per person to the City of Newport Beach, Recreation and Senior Services Department, to cover all costs associated with fingerprinting through the City of Newport Beach Police Department and the Department of Justice. Fingerprints may be required to be updated every five (5) years.

8.2 In addition, all Classes involving minors age seventeen (17) or younger must be taught in an open atmosphere where parents and guardians are able to observe Class instruction, if so desired. At no time can the parent or guardian of a minor be denied access to a Class.

9. TRANSPORTING OF MINOR PARTICIPANTS

9.1 Unless the Program specifically involves travel or transportation of minors to an offsite location, Contractor, or Contractor's Representatives, shall not transport any minor participant by vehicle or otherwise.

9.2 If, after the conclusion of any Class session, a minor participant has not been picked up, Contractor shall make every effort to contact the minor participant's parent, legal guardian, or other authorized individual to whom the minor may be released. If no contact can be made with any of the above individuals, Contractor shall contact the City Recreation Supervisor or Recreation Manager at the Recreation & Senior Services Office at (949) 644-3151 (Monday through Friday, 8 a.m. to 5 p.m.), or the Park Patrol Division at (949) 795-2381 (Monday through Friday, 5 p.m. to 9 p.m. and Saturday and Sunday, 9 a.m. to 5 p.m.). During all other hours, Contractor shall contact the Watch Commander at the Newport Beach Police Department for assistance at (949) 644-3730.

10. CONFIDENTIALITY; OWNERSHIP OF DOCUMENTS

All Class rosters, participant addresses and contact information, and any other such information or documents compiled by City and provided to Contractor, shall remain the property of City. Contractor shall not release such information to others without the prior written authorization by City. Contractor shall not use such information for any other purpose than those authorized by City. All Class rosters, Class participant addresses and contact information, shall be used by the Contractor solely for administration of Classes and performing City business. Contractor will take reasonable steps consistent with the law to prevent distribution of such information. Contractor's obligations under this Section shall survive the termination of this Agreement.

11. USE OF NAMES AND LOGOS; ADVERTISING, PRESS RELEASES AND PUBLICITY

Contractor shall not include City's name, logos or insignia, or photographs of the Class site or participants, in any publicity pertaining to Contractor's services or Class in any magazine, trade paper, newspaper, radio or television production, Internet, or other printed or electronic medium without the prior written consent of City and participants.

12. BUSINESS LICENSE

Newport Beach Municipal Code Chapter 5.04 provides that every business operating in the City must obtain a business license prior to conducting business in the City, and pay the required business license fee. This ordinance applies to businesses operating at commercial or residential locations within the City, or using a City of Newport Beach address or P.O. Box for receiving mail. The City Business License Fee is an annual tax, due every twelve (12) months. Contractor agrees to obtain a City business license as required by Chapter 5.04 and provide proof of compliance annually. Business License Applications are available in the Revenue Division Office in Newport Beach City Hall. In certain circumstances, Contractor may be eligible for paying a reduced Business License Tax, which is known as an Apportioned Business Tax. A Declaration for Apportioned Business Tax is available in the Revenue Division Office at City Hall. ***A copy of your Business License must be submitted with this Contract.*** All Contractors must have a valid business license.

13. INDEMNIFICATION

13.1 *General.* Contractor shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Contractor, his or her employees, representatives, officers and agents in the course of performing services under this Agreement; however, Contractor shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

13.2 *Intellectual Property.* Contractor shall defend, indemnify, and hold harmless the Indemnified Parties from any claim of infringement or other proceedings brought against City for any intentional or unintentional violation by Contractor of the legally protected rights of any third parties, with respect to works performed, logos displayed, or written or digital materials provided by Contractor and used during the performance of this Agreement. Such legally protected rights of third parties include but are not limited to trade secrets, moral rights, proprietary acts, U.S. patents, trademarks, service marks and copyrights vested or issued as of the effective date of this Agreement. If Contractor will be providing a public performance of musical compositions or arrangements that are subject to a license held by a third party, it is the responsibility of Contractor to obtain the appropriate license to perform the material prior to the public performance.

14. TERMINATION

City has the right, at its sole discretion and with or without cause, to terminate this Agreement at any time by giving three (3) calendar days prior written notice to Contractor. In the event of termination under this Section, City shall pay Contractor on a prorated basis for any Classes or Programs that were actually taught by Contractor, if any, up to the effective date of termination.

15. CLAIMS

Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under the Agreement, Contractor shall submit to City in writing, all claims for compensation under or arising out of this Agreement. Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by Contractor in writing as unsettled at the time of its final request for payment. The Contractor and the City expressly agree that in addition to all claims filing requirements set forth in the Agreement, the Contractor shall be required to file any claim the Contractor may have against the City in strict conformance with the Government Claims Act (Govt. Code §§ 900 *et seq.*).

16. STANDARD PROVISIONS

16.1 Compliance with all Laws. Contractor shall, at its own cost and expense, comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.

16.2 Waiver. A waiver by City of any term, covenant, or condition in the Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition.

16.3 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and Agreements of whatsoever kind or nature are merged herein. No verbal Contract or implied covenant shall be held to vary the provisions herein.

16.4 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Exhibits attached hereto, the terms of this Agreement shall govern.

16.5 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

16.6 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange, State of California.

16.7 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age or any other impermissible basis under law.

16.8 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

16.9 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

16.10 No Attorney's Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorney's fees.

16.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE
Date: 10/15/12

By: _____
Aaron C. Harp
City Attorney
mb 10-15

CITY OF NEWPORT BEACH,
A California municipal corporation
Date: 10.18.12

By: _____
Laura Detweiler
Recreation and Senior Services Director

ATTEST:
Date: 10/29/12

for By: _____ DEPUTY CITY CLERK
Leilani I. Brown
City Clerk

CONTRACTOR: LIZ RODGERS

Signature	Date	Print Name	Print Title
	9-28-12	Liz Rodgers	Teacher

P.O. Box 3491 Newport Beach, CA 92659
Business Mailing Address, City, State Zip

Tax ID/ SSN

949.922.2761
Cell Phone

Business Phone

Home Phone

Alternate Phone

lizzieharteyoga@gmail.com
E-mail Address

Alternate E-mail

www.lizzieharteyoga.com
Business Website

Home Address (if different from business mailing address)

[END OF SIGNATURES]

Attachments: Exhibit A—Representative Approval Form

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EXHIBIT A
REPRESENTATIVE APPROVAL FORM

PLEASE PRINT LEGIBLY

CONTRACTOR NAME: _____

REPRESENTATIVE: NAME: _____

ADDRESS: _____

CITY, STATE ZIP: _____

DATE OF BIRTH: _____ PHONE# _____

EMAIL: _____

SIGNATURE OF REPRESENTATIVE: _____ DATE _____

CITY USE ONLY

CONTRACT #: _____

FINGERPRINTS: ☐ YES ☐ NO _____
STAFF SIGNATURE/DATE

BACKGROUND: CLEARED ☐ YES ☐ NO _____
STAFF SIGNATURE/DATE

CLEARED TO WORK ☐ YES ☐ NO _____
STAFF SIGNATURE

_____
DATE RECEIVED

PHOTO TAKEN: ☐ YES ☐ NO _____
STAFF SIGNATURE/DATE

CONTRACTOR NOTIFIED BY EMAIL ☐ YES ☐ NO _____
STAFF SIGNATURE/DATE

APPROVED BY: _____ _____
LAURA DETWEILER, DIRECTOR DATE
RECREATION & SENIOR SERVICES DEPARTMENT

C-4639

AMENDMENT NO. 1
TO CITY OF NEWPORT BEACH
RECREATION & SENIOR SERVICES DEPARTMENT
INDEPENDENT CONTRACTOR AGREEMENT
WITH LIZ RODGERS

This AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT ("Amendment No. 1") is made and entered into as of 9/29, 2011 by and between the CITY OF NEWPORT BEACH, a California Municipal Corporation and Charter City ("City"), and Liz Rodgers, a sole proprietor, ("Contractor") to provide the classes or programs in Adult/Youth Fitness ("Class" or "Program") hereby agreed upon, as scheduled and described in the *Newport Navigator* and/or *OASIS News*, which is incorporated herein by this reference, and as approved in writing by the City.

RECITALS:

A. On October 1, 2010, City and Contractor entered into a Independent Contractor Agreement ("Agreement") to provide classes programs in Adult/Youth Fitness..

B. City desires to enter into this Amendment No. 1 to add to the introductory paragraph under paragraph 1 section 2 under Compensation **for additional enrichment classes that are taught at Newport Elementary School and/or Mariners Elementary School ("Schools"); and that programs that are conducted at these Schools will not be advertised in the *Newport Navigator* and/or *OASIS News*.**

C. City and Contractor mutually agree to amend the Agreement, as provided below:

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. COMPENSATION

The introductory paragraph to Section 2 of the Agreement shall be amended in its entirety and replaced with the following:

City shall pay Contractor within twenty one (21) business days after the last Class meeting. City shall pay the Contractor an amount equal to **sixty-five percent (65%)** of the amount of the total enrollment fees collected, minus the non-resident fee and a five dollar and no/100 ($5.00) per person administration fee for each Class held.

When working at Mariners Elementary School and/or Newport Elementary School ("Schools") Contractor will forward "actual" costs in writing to conduct classes at Schools; once City has agreed to these costs in writing City will add overhead costs to the program and at the end of each session City will pay Contractor one hundred percent (100%) of the "actual" costs as submitted in writing and agreed to by the City. Contractor acknowledges that these programs at the Schools will not be advertised in the *Newport Navigator* and/or *OASIS News*.

2. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in Agreement shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year written below.

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
Date: 10/3/11

By: _____
Kyle Bowen
Assistant City Attorney

CITY OF NEWPORT BEACH,
A California Municipal Corporation
Date: 10-4-11

By: _____
Laura Detweiler, Director
Recreation & Senior Services

ATTEST:
Date: 10.20.11

By: _____
Leilani Brown, City Clerk

CONTRACTOR ***LIZ RODGERS***

By: _____ 9-29-11
Signature Date

Print Name and Title: Liz Rodgers Teacher

By: _____
Signature Date

Print Name and Title: _____

4639

CITY OF NEWPORT BEACH
Recreation & Senior Services Department

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and entered into as of October 1, 2010 by and between the City of Newport Beach, a California Municipal Corporation and Charter City ("City"), and Liz Rodgers, a sole proprietor, ("Contractor") to provide the classes or programs in Adult/Youth Fitness ("Class" or "Program") hereby agreed upon, as scheduled and described in the *Newport Navigator* and/or *OASIS News*, which is incorporated herein by this reference, and as approved in writing by the City.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the above written date, and shall terminate on the 31st day of December 2012 unless terminated earlier as provided herein.

2. COMPENSATION

City shall pay Contractor within twenty one (21) business days after the last Class meeting. City shall pay the Contractor an amount equal to **sixty-five percent (65%)** of the amount of the total enrollment fees collected, minus the non-resident fee and a five dollar and no/100 ($5.00) per person administration fee for each Class held.

City may renegotiate compensation with Contractor anytime during the term of this Agreement, during the period that the Class is conducted should Contractor fail to perform any of the terms contemplated herein.

The City pays Contractors electronically; the Contractor shall complete and return with the contract documents the "Direct Deposit Authorization Form."

3. DUTIES OF CITY

A. *Registration.* City shall register all participants for classes and shall collect all enrollment fees. Contractor shall not accept enrollment fees directly from a participant unless the City approves, in advance and in writing, the acceptance of enrollment fees by the Contractor. Contractors shall only collect material fees that are pre-approved by the City and published in advance in the *Newport Navigator* and/or the *OASIS News* (if applicable). Such material fees shall be collected by Contractor at the first class meeting.

B. *Publicity.* City shall provide publicity for the Class in the *Newport Navigator* (published on a quarterly basis) and/or the *OASIS News* (published on a monthly basis). City shall have the sole discretion to decide what information will be included in the *Newport Navigator* and/or the *OASIS News* about the Class and the Contractor. Publicity may also include flyers created by the City or the Contractor. Contractor created flyers must be approved in writing by the City before distribution.

C. *Class Facility.* City shall provide a location for the Class without charging Contractor any rental fees, unless otherwise agreed by the parties. The Contractor will request dates and times for the Classes; the City will inform the Contractor if the facility is available. It is the Contractor's sole responsibility to request these dates/times, the City will not schedule the Contractors Classes for them.

D. Refund Processing.

City shall provide refunds to participants when:

i. The participant drops the class before the second class meeting;
ii. The participant drops a one (1) day or more workshop five (5) business days before the workshop begins; or
iii. The class is canceled by the City or Contractor. In this instance, the Contractor must provide the City with all required paperwork.

E. *Class Roster, Sign-Out and Attendance Sheets.* City shall provide class rosters, sign-out sheets and attendance sheets to Contractor online via http://newportbeachca.gov/index.aspx?page=1432. Contractor is responsible for requesting a log-in and password from the City.

4. CONTRACTOR DUTIES

A. *Contractors.* Contractor hereby certifies that he/she or any contractor, representatives, or employee who will be teaching the Class or assisting in teaching the Class is qualified to do so, and qualified to perform the services described above and in the course outline submitted to City. Contractor is responsible for all class curriculum development.

City staff must approve in writing all assigned contractors, representatives and employees prior to any of them performing any services under this Agreement. The City requires the Contractors and all representatives and employees of the Contractor to be fingerprinted prior to performing services under this Agreement in accordance with Section 8 below. A current roster of Contractors, representatives, and employees must be provided prior to City approval of new contractors, representatives and employees. All Contractors must be able to provide proof of legal right to work in the United States. Contractor is responsible

for training, supervising, evaluating, scheduling, and any other requirements by law for all contractors, representatives, and employees

B. *Representatives/Employees.* Contractor shall provide the City with the Name(s), Address(es) and Phone Number(s) of all representatives or employees who will be providing any services pursuant to this Agreement. All representatives or employees must comply with the fingerprint policy (Section 8).

Please initial the statement that applies:

EHR **I will not be using representatives or employees.**

___ **I will be using representatives or employees.** Attached please find as Exhibit A, and incorporated herein by reference the full names, addresses and phone numbers of all representatives or employees who will be providing any services pursuant to this Agreement.

Contractor shall not subcontract or assign any portion of the rights, obligations or duties required under this Agreement, without first obtaining prior written approval from the City. Subcontracts, if any, shall contain a provision making them subject to all provisions of this Agreement.

C. *Supplies/Equipment.* Contractor shall be responsible for providing all supplies, equipment, personnel, materials, and any additional publicity desired for the class, at Contractor's sole expense. Contractor shall also be responsible for repairing and maintaining all equipment and supplies in good working condition.

D. *Anti-Discrimination Laws.* Contractor agrees and certifies that, except as permitted by law, no person shall, on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, be excluded from participation in or be denied the benefits of the services provided pursuant to this Agreement, and Contractor agrees not to discriminate on said grounds in the hiring and retention of employees and representatives, unless authorized under Section 12940 of the California Government Code. Contractor shall, where applicable, conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

E. *Class Size.* Contractor shall determine the minimum and maximum number of participants required for each class to ensure the quality and, safety of the class. Contractor or Contractor's authorized representative is required to attend the first Class meeting of all Class offerings advertised in the *Newport Navigator and/or OASIS News* unless Contractor cancels the Class three (3) business days prior to the start date, with the prior written approval of City. In the event of such

approved cancellation, Contractor shall be responsible for informing all registered participants. In the event that the minimum number of participants is not met by the first Class meeting, the Class shall be cancelled and the Contractor shall not be compensated for attending the first meeting or for any cancelled Class. Contractor shall not be obligated to provide any additional services in regards to the cancelled Class. If the minimum number of participants is met or exceeded, the Class shall be held as scheduled (even if any of the initial participants subsequently drop the Class), subject to paragraph 14 of this Agreement. If the demand is such that an additional Class could be offered, it shall be taken under consideration and negotiated between City and Contractor. If class(es) are cancelled for two (2) consecutive quarters due to lack of enrollment, the class will not be scheduled again until City determines that public demand has increased.

F. *Use of Non-City Facilities for Classes.* If Contractor desires to conduct the Class at his/her place of business, or some other non City-owned site or facility, Contractor must:

i. Notify City at least twenty-four (24) hours in advance;
ii. Provide sufficient parking for all participants;
iii. Post signs at the site to direct participants to the location of class; and
iv. Allow access to City staff to the location when requested.

G. *Absences.* Contractor shall obtain permission from City one (1) week prior to any planned absence from the class. In the event of illness, Contractor is required to notify City and Participants twelve (12) hours prior to any class cancellation.

City urges Contractor to get a substitute, whenever possible, instead of cancelling Classes. Contractor shall obtain City's prior written approval of any substitute Contractor. Any substitute contractor, representative or employee must have completed a criminal background check pursuant to Paragraph 8 prior to teaching any City programs or Classes.

When cancelling a Class, Contractor shall contact all participants as soon as possible.

H. *Contact Information.* Contractor is required to notify City in writing of any name, address, telephone number, email, website or direct deposit payment changes within 48 hours of such change.

I. *Contractor Informational Meeting.* Contractor or Contractor's authorized representative or employee shall attend the Annual Contractor Informational Meeting that will be held in October 2011.

J. *Camp Participant Emergency Waiver Form Requirements.* All Contractors who offer camps shall require all participants to complete and return to Contractor, or

his/her designee on or before the first day of camp a City issued "Emergency Contact Information Form".

K. *Sign-Out Sheets.* All Camp Contractors with participants ages 10 years and younger, must have a legal guardian sign out each Class participant after each Class. Sign out sheets along with Attendance sheets are available to the Contractor online via http://newportbeachca.gov/index.aspx?page=1432.

L. *Other Requirements.* Contractors shall:

i. Cooperate fully with all reasonable requests from City staff.
ii. Maintain the highest degree of participant safety possible.
iii. Immediately report to the Recreation & Senior Services Office any injuries as a result of Class participation.
iv. Immediately report to the Recreation & Senior Services Office any damage to the classroom or program facility that could cause potential injury to a Class participant, or other needed maintenance repairs.
v. Contact participants, if/when a Class is cancelled and confirm all cancellations and/or make-up classes, in writing, with City staff.
vi. Clear all participants from the designated Class area at the end of Class time unless participants continue to use public City facilities for personal use without conflict with other scheduled activities and in accordance with posted hours and availability limitations.
vii. Ensure that any music or sound system is kept at levels that will not interfere with other classes or create a public disturbance/nuisance.
viii. Close and secure the room or building at the end of each Class.
ix. Turn off any lights, heat, air conditioning, or other utilities when Class is finished.
x. Schedule make-up Classes in advance.
xi. Complete and return the quarterly "Contract Class Schedule" requested by the City if Contractor wishes to be a part of the marketing materials.
xii. Know facility rules and regulations and provide pertinent information (i.e. refunds) to participants.
xiii. Pay a $20 lost key/replacement fee when Contractor requests replacement key.
xiv. Abide by all City policies and procedures including, but not limited to, the requirements set forth in the *Newport Navigator* and *OASIS* News and the Contractor Handbook which is attached hereto and incorporated by this reference.

M. *Contractor Photo ID Badge.* Contractors and their employees/representatives are required to wear a City provided Contractor Photo ID Badge at all times while engaging in services for the City. Contractor shall be required to pay five dollars and no/100 ($5.00) for any lost/replacement Contractor Photo ID Badge. Contractor Photo ID Badges are distributed upon renewal of Agreement with City.

5. INDEPENDENT CONTRACTOR

The parties intend and agree that at all times during the performance of services under this Agreement; Contractor shall act as an Independent Contractor and shall not be considered an agent or employee of City. As such, Contractor shall have the sole legal responsibility to remit all federal and state income and social security taxes and to provide for his/her own workers compensation and unemployment insurance and that of his/her employees or representative. Contractor also agrees to provide liability insurance as required by City and described more fully below. City shall not be liable for any payment or compensation in any form to Contractor other than as provided herein. City reserves the right to employ other independent contractors and Contractors who teach the same or similar classes. City shall provide Contractor with IRS 1090 or other applicable IRS forms at the end of the calendar year for all fees paid to Contractor.

6. INSURANCE

A. *General Liability Insurance*. Contractor must provide and maintain at all times general liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. The policy shall carry a general liability special endorsement naming the City of Newport Beach, its elected or appointed officers, employees, agents and volunteers as additional named insured in the amount of one million dollars ($1,000,000) per occurrence. Evidence of insurance certificate shall be sent to the Recreation & Senior Services Department and must be approved by the City Risk Management or their designee prior to the first Class/day of instruction. Contractor shall have the option of purchasing coverage through the City of Newport Beach's Special Event insurance program, or providing his/her own coverage. If a Contractor elects to obtain his/her own coverage, said coverage must have the policy limits described above and be provided by an insurance carrier with a Best's Insurance Guide Rating of A- (or higher) and Financial Size Category Class of VII (or larger). Said policy must also provide a written thirty (30) day notice of cancellation (ten (10) day written notice for non-payment of premium) to the City of Newport Beach Recreation & Senior Services Department, at the following address: P.O. Box 1768/ 3300 Newport Boulevard, Newport Beach, CA 92658.

B. *Workers' Compensation Insurance*. By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any work. Contractor shall carry the insurance or provide for self-insurance required by California law to protect said Contractor from claims under the Workers' Compensation Act.

C. *Automobile Liability Coverage*. Contractor shall maintain automobile insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars ($1,000,000) combined single limit for each occurrence.

Please initial the statement that applies:

___ **Contractor is providing a copy of the General Liability Insurance with Additional Insured Endorsement that meets the above requirements.**

EHR **Contractor shall be utilizing the City provided insurance through Southern California Municipal Athletic Federation ("SCMAF") and will pay all required fees billed on a quarterly basis by the City. I have reviewed the Contract Contractor Handbook for complete information.** *Please note that SCMAF does not provide coverage for Worker's Compensation or Automobile Insurance Liability.*

7. COMPLIANCE WITH ALL LAWS

Contractor, and his/her employees, agents and representatives shall at all times observe and comply with all laws, ordinances and regulations.

8. FINGERPRINTS AND CRIMINAL BACKGROUND CHECK

All Contractors and their employees, agents and representatives must submit to and pass a criminal background investigation by providing a complete set of fingerprints to the City at least thirty (30) calendar days prior to teaching, substituting for contractor or assisting with any Class. Such Contractors and their employees, agents and representatives are required to submit fees in the amount of up seventy three dollars and no/100 ($73) per person to the City of Newport Beach, Recreation & Senior Services Department, to cover all costs associated with fingerprinting through the City of Newport Beach Police Department and the Department of Justice. Fingerprints may be required to be updated every five (5) years.

In addition, all Classes involving minors age seventeen (17) or younger must be taught in an open atmosphere where parents and guardians are able to observe Class instruction, if so desired. At no time can the parent or guardian of a minor be denied access to a Class. By signing this Agreement, Contractor agrees to the provisions of this Paragraph.

9. TRANSPORTING OF MINOR PARTICIPANTS

Unless the Program specifically involves travel or transportation of minors to an offsite location, Contractor, or Contractor's employees, agents or representatives, shall not transport any minor participant by vehicle or otherwise.

If, after the conclusion of any Class session, a minor participant has not been picked up, Contractor shall make every effort to contact the minor participant's parent, legal guardian, or other authorized individual to whom the minor may be released. If no contact can be made with any of the above individuals, Contractor shall contact the City Recreation Supervisor or Recreation Manager at the Recreation & Senior Services Office at 949-644-3151 (Monday through Friday, 8am to 5pm.), or the Park Patrol Division at 949-795-2381 (Monday through Friday, 5 to 9pm, and Saturday and Sunday, 9am to 5pm.) During all other hours, Contractor shall contact the Watch Commander at the Newport Beach Police Department for assistance at 949-644-3730.

10. CONFIDENTIALITY; OWNERSHIP OF DOCUMENTS

All Class rosters, participant addresses and contact information, and any other such information or documents compiled by City and provided to Contractor, shall remain the property of City. Contractor shall not release such information to others without the prior written authorization by City. Contractor shall not use such information for any other purpose than those authorized by City. All Class rosters, Class participant addresses and contact information, shall be used by the Contractor solely for administration of Classes and performing City business. Contractor will take reasonable steps consistent with the law to prevent distribution of such information. Contractor's obligations under this paragraph shall survive the termination of this Agreement.

11. USE OF NAMES AND LOGOS; ADVERTISING, PRESS RELEASES AND PUBLICITY

Contractor shall not include City's name, logos or insignia, or photographs of the Class site or participants, in any publicity pertaining to Contractor's services or Class in any magazine, trade paper, newspaper, radio or television production, Internet, or other printed or electronic medium without the prior written consent of City and participants.

12. BUSINESS LICENSE

Newport Beach Municipal Code Chapter 5.04 provides that every business operating in the City must obtain a business license prior to conducting business in the City, and pay the required business license fee. This ordinance applies to businesses operating at commercial or residential locations within the City, or using a City of Newport Beach address or P.O. Box for receiving mail. The City Business License Fee is an annual tax, due every twelve (12) months. Contractor agrees to obtain a City business license as required by Chapter 5.04 and provide proof of compliance annually. Business License Applications are available in the Revenue Division Office in Newport Beach City

Hall. In certain circumstances, Contractor may be eligible for paying a reduced Business License Tax, which is known as an Apportioned Business Tax. A Declaration for Apportioned Business Tax is available in the Revenue Division Office at City Hall. ***A copy of your Business License must be submitted with this Contract.*** All Contractors must have a valid business license.

13. INDEMNIFICATION

General. Contractor shall indemnify, defend and hold harmless City, its elected and appointed officers, employees, agents, representatives, the City Council, boards and commissions ("Indemnified Parties") with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of Contractor, his or her employees, representatives, officers and agents in the course of performing services under this Agreement; however, Contractor shall not be required to indemnify City from any claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

Intellectual Property. Contractor shall defend, indemnify, and hold harmless the Indemnified Parties from any claim of infringement or other proceedings brought against City for any intentional or unintentional violation by Contractor of the legally protected rights of any third parties, with respect to works performed, logos displayed, or written or digital materials provided by Contractor and used during the performance of this Agreement. Such legally protected rights of third parties include but are not limited to trade secrets, moral rights, proprietary acts, U.S. patents, trademarks, service marks and copyrights vested or issued as of the effective date of this Agreement. If Contractor will be providing a public performance of musical compositions or arrangements that are subject to a license held by a third party, it is the responsibility of Contractor to obtain the appropriate license to perform the material prior to the public performance.

14. TERMINATION

City has the right, at its sole discretion and with or without cause, to terminate this Agreement at any time by giving three (3) calendar days prior written notice to Contractor. In the event of termination under this Section, City shall pay Contractor on a prorated basis for any Classes or Programs that were actually taught by Contractor, if any, up to the effective date of termination.

15. CONTROLLING LAW AND VENUE

The laws of the State of California shall govern this Agreement and all matters relating to it. Any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange.

16. AMENDMENTS

This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

17. INTERPRETATION

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

18. INTEGRATED CONTRACT

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties, and all preliminary negotiations and agreements are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

19. SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

20. WAIVER

A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

21. CLAIMS

The Contractor and the City expressly agree that in addition to any claims filing requirements set forth in the Contract and Contract documents, the Contractor shall be required to file any claim the Contractor may have against the City in strict conformance with the Government Tort Claims Act (Government Code sections 900 *et seq.).*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
Mynette D. Beauchamp
Assistant City Attorney

CITY OF NEWPORT BEACH,
A Municipal Corporation

By: _____
Laura Detweiler, Director
Recreation & Senior Services

ATTEST:

By: _____
Leilani Brown, City Clerk

CONTRACTOR: ***LIZ RODGERS***

By: _____ 9-29-10 Print Name and Title: Liz Rodgers
Signature Date

By: _____ 9-29-10 Print Name and Title: Liz Rodgers
Signature Date

P.O. BOX 3491 NEWPORT BEACH, CA 92659
Address City State Zip

ELIZABETH RODGERS

(949) 922-2761
Cell Phone Business Phone Home Phone

lizzieharteyoga@gmail.com lizzieharteyoga.com
Email Address Web Site Address

_____
Home Address (if different from above) City State Zip

_____
Home Address (if different from above) City State Zip

Attachments: Exhibit A: Representatives And/Or Employees Of Contractor

INSTRUCTIONS FOR INDEPENDENT CONTRACTORS

Prior to submitting your completed contract package to the City, please ensure the following documents are completed and/or enclosed:

1. Three copies of the signed contract (a completed original contract will be mailed back for your records after processing)

2. Initial the appropriate statement on Page 3 and Complete Exhibit A as appropriate.

3. Copy of valid City of Newport Beach Business License; and

4. Initial the appropriate statement on Page 7 and enclosed Evidence of Insurance (refer to Section 6 of the Contract).

   General Liability Insurance Certificate with Additional Insured Endorsement if not using SCMAF Insurance Plan; Workers Compensation Coverage; Automobile Insurance Coverage