

MEMORANDUM OF UNDERSTANDING BETWEEN SIMPLY DESIGN STUDIOS AND THE CITY OF NEWPORT

This Memorandum of Understanding ("MOU") sets for the understanding by and between the City of Newport (the "City") acting through the Parks and Recreation Department (the "Department") and Simply Design Studios.

Background

This Memorandum of Understanding is important for facilitating photography services through the Department's sports programs that enriches each patron's experiences with their youth and the sports programs in which they are enrolled.

Purpose

This MOU will facilitate the provision of a photography service to the youth and parents enrolled in sports programs.

This purpose/goal will be accomplished by undertaking the following;

1. Work closely with Newport Parks and Recreation to schedule all team photos and provide adequate staff to assure timely and efficient photo sessions without delay to game schedules or practices.
2. Collect and account for all orders and money paid for photo packages while offering a variety of methods of ordering and payment.
3. Deliver picture day information forms to Newport Parks and Recreation for each individual player no later than 14 days prior to picture day.
4. Photo packages will be delivered directly to Newport Parks and Recreation within three to four weeks after each photo session.
5. Provide a variety of packages including affordable options.
6. Provide all participants with clear, properly formatted, professional quality color prints.
7. Resolve any problems associated with photo sessions or with the delivered products.
8. Provide each sponsor an 8 x 10 sponsor's team portrait delivered to Newport Parks and Recreation.
9. Provide each head coach with a 5 x 7 coach's portrait delivered to Newport Parks and Recreation.
10. Optional: Provide up to two assistant coaches per team a 5 x 7 team photo delivered to Newport Parks and Recreation.
11. Provide Newport Parks and Recreation access to all final portraits in a digital format.
12. Photographer shall be responsible for providing a certificate of insurance meeting City requirements upon awarding of the contract.
13. Provide proof of a clear criminal background check on all staff in contact with any youth through this contract. The City will provide the background check forms and services.

Payment/Funding

This MOU is not a commitment that either party will exchange payment or funds. Purchase of any items will be between participants and Simply Design Studios.

Insurance

Simply Design Studios shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. The insurance shall cover all activities of Simply Design Studios arising directly or indirectly out of work performed. The policy or policies of insurance maintained by Simply Design Studios shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Simply Design Studios shall obtain, at contractor's expense, and keep in effect during the term of this contract, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage. This coverage shall

include Contractual Liability insurance for the indemnity provided under this contract. The following insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	1,000,000
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

Duration

This MOU may be terminated by either party and may be modified by mutual consent the City of Newport and Simply Design Studios.

This MOU shall become effective upon signature by the authorized officials from the City of Newport and Simply Design Studios.


At any time and with/without cause, both the City and Simply Design Studios shall have the right in its sole discretion, to terminate this MOU by giving 60-days notice to the other party.

In the absence of mutual agreement by the authorized officials from the City of Newport and Simply Design Studios, this MOU shall end on March 31, 2021.

Contact Information

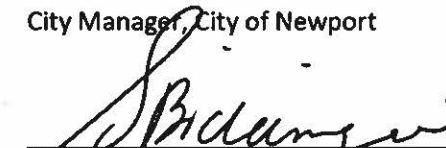
Partner Name: City of Newport Parks and Recreation Department
Partner Representative: Michael Cavanaugh
Position: Sports Program Supervisor
Address: 169 SW Coast Highway, Newport, Oregon 97365
Telephone: 541-574-5453
Email: m.cavanaugh@newportoregon.gov

Partner Name: Simply Design Studios
Partner Representative: Sharon Biddinger
Position: Owner / Photographer
Address: 1460 N Coast Highway, Newport, Oregon 97365
Telephone: 541-272-5155
Email: sharon@simplydesignstudios.com



Spencer Nebel
City Manager, City of Newport

Date: 2/22/19



Sharon Biddinger
Simply Design Studios, Owner/Photographer

Date: 2/11/19

Approved as to Form


City Attorney