



AGENDA COVER MEMO

Memorandum Date: March 28, 2023

Order Date: April 11, 2023

TO: Board of County Commissioners

DEPARTMENT: Sheriff's Office

PRESENTED BY: Debby Haller, Finance Manager

AGENDA ITEM TITLE: ORDER/IN THE MATTER OF APPROVING A CONTRACT WITH RELIEF NURSERY IN THE AMOUNT OF \$210,588 FUNDED THROUGH AN OREGON COMMUNITY FOUNDATION GRANT AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE THE CONTRACT

I. MOTION

Move approval of a contract with Relief Nursery in the amount of \$210,588 for three years, funded through an Oregon Community Foundation grant and delegate authority to the County Administrator to execute the contract.

II. AGENDA ITEM SUMMARY

The Board is being asked to approve a contract with Relief Nursery to provide a Recovery Navigator for the Lane County Adult Treatment Court. This position is funded through a grant the court received from Oregon Community Foundation (OCF).

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

Lane County Adult Treatment Court (ATC), through the Sheriff's Office, applied for a three-year grant with OCF to fund a Recovery Navigator for three years. The grant was approved by the Board in June 2022.

The Navigator position was first funded by OCF in 2019 as a trial project. This has been a successful program and the Courts requested three additional years of funding in the 2022 grant process.

Relief Nursery has been contracted for the Recovery Navigator since the beginning of the trial period. In September 2022, the ATC was awarded a grant through the

Bureau of Justice to contract for a second Recovery Navigator. A Request for Proposal was publicly published and Relief Nursery was the only provider to respond.

B. Board Goals

Strategic Priority 1: Safe, Healthy County

Objective A: Focus on people at the intersection of behavioral health, homelessness and public safety to provide crisis/stabilization support and treatment.

The Recovery Navigator assists in screening all referred treatment court participants, assists in building recovery capital and removing barriers on engagement to the Treatment Court programs.

C. Financial and/or Resource Considerations

This position is fully funded through the grant funds.

D. Health Implications

None

E. Analysis

The Recovery Navigator has been successfully working with high risk/high need individuals who are suffering from substance use and/or mental health disorders and have been charged with a crime in Lane County. They guide participants through the process of the Treatment Courts and help them to engage in the program.

The Recovery Navigator began as a pilot project in 2019 and was the first of its kind for the Lane County Treatment Court programs. Over an 18-month period, the Navigator conducted 188 screening appointments with potential Treatment Court participants. This resulted in 64 people participating in the program.

The Navigator evaluates barriers existing for each individual and assists in either removing the barrier or connecting the participant to the appropriate services. They have been granted access to Lane County Adult Corrections and meet with participants prior to release whenever possible to create an immediate working relationship.

This position is in line with the National Association of Drug Court Professionals (NADCP) initiative of building Recovery Capital. This is accomplished by engaging participants at the earliest opportunity, assisting in barrier removal, assisting in making obligations early in the recover process and finally, performing

a warm handoff to Peer Support Services once the participant is fully engaged with services and the program.

The Recovery Navigator engages participants where they are. This may include providing the individual with a phone, basic needs or a food box or reminding them of their obligations and opportunities on a daily basis.

F. Alternatives/Options

The grant has been awarded for the specific purpose of continuing the Recovery Navigator position. Not approving the contract would end the position and the grant funding would be returned to OCF.

IV. RECOMMENDATION

Staff recommends approving the contract and continuing the Recovery Navigator position for the Treatment Courts.

V. TIMING/IMPLEMENTATION

The position is already in place and this secures the funding for the next three years.

VI. ATTACHMENTS

Board Order

Contract

Grant Award

BEFORE THE BOARD OF COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO: 23-04-11-05

In the Matter of APPROVING A CONTRACT
WITH RELIEF NURSERY IN THE AMOUNT
OF \$210,588 FUNDED THROUGH AN
OREGON COMMUNITY FOUNDATION
GRANT AND DELEGATING AUTHORITY
TO THE COUNTY ADMINISTRATOR TO
EXECUTE THE CONTRACT

WHEREAS, the Board of Commissioners approved acceptance of an Oregon Community Foundation grant in June 2022 with Board Order 22-06-14-04 in the amount of \$210,588 for a period of three years; and

WHEREAS, the Board of Commissioners approves all contracts in excess of \$150,000.

NOW, THEREFORE, the Board of County Commissioners of Lane County **ORDERS** as follows:

1. Approve the contract with Relief Nursery in the amount of \$210,588.
2. Delegate authority to the County Administrator to execute the contract.

ADOPTED this 11th day of April, 2022.

Pat Farr, Chair
Lane County Board of Commissioners



4/29/2022

Joseph Vigil, Treatment Court Coordinator
Lane County Adult Drug Court
Circuit Court for Lane County
125 East Eighth Avenue
Eugene, OR 97401-2926

Dear Joseph,

Congratulations! We are pleased to inform you that Oregon Community Foundation approved a(n) Community Advised Fund grant in the amount of \$66,073.00 for Lane County Adult Drug Court.

Grant Purpose:

for year one of three years' potential support of an ongoing pilot project to employ a Recovery Navigator to assist in screening referrals and building recovery capital for treatment court participants

The formal name of each fund that supported this grant are listed below:

John Serbu Fund of Oregon Community Foundation - \$66,073.00

Subsequent grants will be considered, per the original proposal, upon receipt of interim reports in 2023 and 2024.

Payment: Your grant will be paid via check on 4/29/2022. Checks will be mailed from OCF's finance department. If you do not receive the check within two weeks of the payment date, please contact OCF staff at grants@oregoncf.org.

Award Terms: Your organization's deposit, negotiation or retainment of the award means you understand and agree to the terms of this grant.

Grantees are required to notify the foundation of any development that significantly affects the operation of the organization. Prior approval from the foundation must be obtained for any modifications to project objectives, site, personnel, timeline or budget. If there are any changes in your organization's status or tax classification, the foundation must be notified promptly. In the event of loss of tax-exempt status under federal laws, any unspent funds shall be returned to the foundation immediately.

PORTLAND
1221 SW YAMHILL ST.
SUITE 100
PORTLAND, OR 97205
(503) 227-6846

BEND
15 SW COLORADO AVE.
SUITE 375
BEND, OR 97702
(541) 382-1170

EUGENE
440 E BROADWAY
SUITE 160
EUGENE, OR 97401
(541) 431-7099

MEDFORD
818 W EIGHTH ST.
MEDFORD, OR 97501
(541) 773-8987

SALEM
530 CENTER ST. NE
SUITE 230
SALEM, OR 97301
(503) 779-1927

OREGONCF.ORG

PRESIDENT AND CEO
MAX WILLIAMS

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ROMY MORTENSEN
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PAT REITEN

Grant Reporting: No formal reporting is required for this grant.

Donor Acknowledgement: For publication purposes, please list the entire fund name(s) bolded below. The donors have already received a tax receipt for donations made to their fund. We encourage you to send a note of appreciation to the following fund contact(s). If there is no contact information below, the donor wishes to remain anonymous, and no action is needed.

The foundation is happy to be of assistance to you and extends best wishes for your continued success. Please contact us at grants@oregoncf.org with any questions you may have.

Sincerely,



Max Williams
President and CEO

Lane County, Oregon
Grant Application Cover Sheet
For ALL Grants

Although some grants do not require approval depending on the dollar amount, please notify Finance-Grant Accountant of all grants both applied for and funded. Information from this form will be entered into the Grant Intranet database for County wide informational purposes.

Grantor Agency	Oregon Community Foundation (Serbu)
Address	440 E Broadway Suite 160 Eugene, OR 97401
Application Due Date	2/4/2022
Application Term	3 Years
Application Amount	\$210,588
Name of Grant	N/A
Originating Department	Sheriff's Office
Contact Name/Phone	Debby Haller x7409
Delegated Authority Board Order Number	TBD
Delegated Authority Board Order Number for Departmental Electronic Submission/Acceptance	TBD

Please add your signature and date processed below:


 Digitally signed by Clifton G. Harrold
 Date: 2022.02.01 09:28:44 -08'00'

Originating Department


 Digitally signed by James A. Chaney
 Date: 2022.02.01 12:42:53 -08'00'

Legal Counsel


 Digitally signed by Steve Malarshsky
 DN: cn=Steve Malarshsky, ou=Lane County, ou=County Administrator's Office, email=steve.malarshsky@lane-county.gov, c=US
 Date: 2022.02.01 15:48:30 -08'00'

County Administrator

02-01-2022

Date

Date

2/2/2022

Date



Grant Application Form

John Serbu Fund/Lane County Adult Drug Court

Date:	2/1/2022	Please fill in the requested information on this form and submit it with the required attachments. Application due date is February 4, 2022.
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Organization Name	Lane County Adult Drug Court				
Alternate name/acronym	Lane County Sheriff's Office				
Address	125 E 8 th Ave				
City	Eugene	State	OR	Zipcode	97401
County	Lane	Website	Lanecounty.org		
Phone#	541-682-6672	Fax #			

Presiding Judge		Prefix (Mr., Ms., etc.)
First Name	Clara	Last Name Rigmaiden
Title	Circuit Court Judge	E-Mail Clara.L.rigmaiden@oid.state.or.us

Mission & Primary Activities			
Employer ID number (EIN)	93-6002303	Year org. established	
Number of paid employees		FTE	
Number of board members		Number of board members who contribute to annual budget	
		Number of board meetings per year	

Lane County Adult Drug Court Financials	Category	Current Year Budget	Current Year Actuals To-Date	Previous Year Actuals
	Drug Court Revenues	\$1,939,887	\$483,489	\$1,059,401
	Drug Court Expenditures	\$1,298,000	\$328,501	\$1,039,321
	Operating Surplus/Deficit	\$641,887		\$373,027

If your organization finances require additional explanation, or if either current year or previous year represents an operating shortfall, please explain here.

Revenue breakdown for last year	Memberships & individual contributions	\$0
	Ticket sales, fees for service, other income	\$0
	Fundraising benefits	\$0
	Corporate/business contributions	\$0
	Government support	\$1,019,656
	Foundation support	\$0
	Endowment earnings	\$38,827
	Other (identify sources):	\$373,945

If you listed a figure in "Other," please describe: \$918 in court fees; \$373,027 in carry over revenue from prior year.

Project Contact Person		Prefix (Mr., Ms., etc.)
Name	Joe Vigil	Title Court Coordinator
Phone	541-682-6672	E-mail Joseph.j.vigil@oid.state.or.us

Project Description (one sentence)	The request is to continue the pilot project for the Recovery Navigator who will continue to assist in screening referrals and building recovery capital for treatment court participants.
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Key Project Components (a snapshot of your project, including population to be served and measurable outcomes)	Recovery Navigator position who will assist in screening all referred treatment court participants, assist in building recovery capital and removing barriers on engagement to the programs. The population served will be High Risk/High Need individuals who are suffering from substance use and/or mental health disorders that have been charged with a crime in Lane County. The program will keep statistics on all cases served by the Recovery Navigator and will evaluate outcomes on engagement, opt in to the program, and 3 year recidivism numbers.			
How many persons will benefit directly from the project?		100 per year on average		
Project Budget	Total project budget	\$210,588	Total requested	\$210,588
Please note budget figures for each year:				
Project budget year 1	\$66,073	Request of OCF for year 1	\$66,073	
Project budget year 2	\$70,121	Request of OCF for year 2	\$70,121	
Project budget year 3	\$74,394	Request of OCF for year 3	\$74,394	
Other proposed sources of funding and amounts for each. (please note if funding secured with "Yes" or "No")				
	Secured?		Secured?	
	Secured?		Secured?	
	Secured?		Secured?	
	Secured?		Secured?	

I certify that the above information is correct and that I am authorized by the governing board of this organization to submit this grant application.

Steve Mokrohisky

County Administrator

Name (printed) of head of organization

Title



Digitally signed by Steve Mokrohisky
DN: cn=Steve Mokrohisky, o=Lane County,
ou=County Administration,
email=smokroh@lane-county.gov, c=US
Date: 2022.02.02 15:49:14 -08'00'

2/2/2022

Signature of head of organization

Date

Please keep this form to two pages. You may delete information below from completed application form.

Please submit the items below:	Application due date:
Grant Application Form	February 4, 2022 by 5pm
Application Narrative Form (accompanying questions)	
Multi-year project budget showing both projected revenues and expenditures and how our funds would be allocated	Submit application to:
Letter(s) of support, directly related to the project (optional)	phosfield@oregoncf.org
Additional project info: graphic, schematic or timeline (optional)	

LANE COUNTY GOODS/SERVICES CONTRACT (Contract Form A-1)

RELIEF NURSERY NAVIGATOR FOR TREATMENT COURT PROGRAMS

This **Contract** is entered into by and between Lane County, a political subdivision of the State of Oregon (“**County**”), and Relief Nursery, Inc., an Oregon nonprofit corporation (“**Contractor**”), each a “**party**,” and referred to collectively in this Contract as “**the parties**.” County and Contractor agree as follows:

1. STATEMENT OF WORK (the “Work”)

- 1.1** Contractor will provide one (1) FTE Court Navigator with funding provided by Oregon Community Foundation/SERBU, serving participants in the Lane County Adult Treatment Court program, in accordance with the requirements of this Contract.
- 1.2** The scope of Contractor's Work is further described in Exhibit A.
- 1.3** Contractor must perform the Work in a manner consistent with the offers and statements in Exhibit A.

2. CONTRACT DOCUMENTS

- 2.1 The Contract.** The Contract consists of this Contract Form and the following listed exhibits, which are incorporated into the Contract as referenced here. There are no other Contract documents unless specifically referenced in this Contract.
- 2.2 Exhibits.** With this document, the following Exhibits are incorporated into the Contract:
 - **Exhibit A** Scope of Work
 - **Exhibit B** Standard County Contract Conditions
 - **Exhibit C** Insurance Coverages Required
- 2.3 Precedence.** In the event of a conflict between the requirements of any documents listed in subsections 2.1 and 2.2 above, the conflict must be resolved in the following order of precedence: first, this Lane County Goods/Services Contract Form, then in order: Exhibit C, Exhibit B, Exhibit A.

3. CONSIDERATION AND PAYMENT

- 3.1 Consideration.** In consideration for Contractor's performance, County agrees to pay Two Hundred Ten Thousand Five Hundred Eighty-Eight Dollars (\$210,588). County is not obligated to pay any amount greater than that stated here.
- 3.2 Funding.** The funding listed in 3.1 above will be applied over a three-year term, as described in Exhibit A.
- 3.3 Payment.** Any payments will customarily be made within thirty (30) days of receipt of a properly submitted and approved invoice from Contractor. Prior to approval and payment, County may require, and if required Contractor must provide, any information which County deems necessary to verify work has been performed properly in accordance with the Contract.
- 3.4 Invoices.** Invoices can be mailed or emailed to the following address:
Mail: Lane County Sheriff's Office/Fiscal Dept. **Email:** lcsso_ap@lanecountyor.gov
125 E 8th Avenue
Eugene, OR 97401

4. EFFECTIVE DATE AND DURATION

- 4.1 Effective Date.** Upon the signature of all parties, this Contract is effective July 1, 2022.
- 4.2 Duration.** Unless extended or terminated earlier in accordance with its terms, this Contract will terminate June 30, 2025. However, such expiration shall not extinguish or prejudice either party's right to enforce this Contract with respect to any breach or default in performance which has not been cured.

5. **AUTHORIZED REPRESENTATIVES AND NOTICE.** Each of the parties designates the following individuals as its authorized representative for administration of this Contract. Either party may designate a new authorized representative by written notice to the other.

5.1 County's Authorized Representative

Debby Haller, Finance Manager
125 E 8th Avenue
Eugene, OR 97401
Phone: 541-682-7409
Email: debby.haller@lanecountyor.gov

5.2 Contractor's Authorized Representative

Ray Brown, Program Director
1720 West 25th Avenue
Eugene, OR 97405
Phone: 541-343-9706 x114
Email: ray.br@reliefnursery.org

Any notice, demand, consent, approval, or other communication to be given under this Contract must be in writing and provided by email addressed to the party's authorized representative, except as provided below in this section. However, if, in either party's discretion, email is not the most appropriate method for providing notice, then notice may be provided by personal delivery; certified mail, postage prepaid, return receipt requested; or nationally recognized overnight courier. The effective date of notice shall be: for notice by email, the date and time sent if sent between the hours of 8 am and 5 pm, otherwise effective at 8am the following Business Day; for notice delivered in person, the date and time of delivery; for notice by U.S. mail, three days after the date of certification; and for notice by overnight courier, the next business day after deposit with the courier. If no representative is identified in this section, notice may be given to the person executing the Contract on behalf of that party below.

6. **SPECIAL CONTRACT PROVISIONS.**

6.1 **Compliance with Coronavirus Guidelines, Laws, Rules, and Orders.** Each of the parties is aware of the continuing COVID-19 emergency and agrees that they are and will remain familiar with the CDC prevention guidelines and with federal, state, and local laws, rules, and orders regarding COVID-19 throughout the term of this Contract, and will take all necessary precautions relating to COVID-19 (and its variants), including those set out in the guidelines, laws, rules, and orders described in this paragraph. The parties have anticipated the costs of compliance with the present guidelines, rules, laws, and orders prior to entering into this Contract, and that no claim will be made by either party for such compliance.

7. **MULTIPLE COUNTERPARTS.** The Contract and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Contract and any amendments so executed will constitute an original.

SIGNATURES FOLLOW ON NEXT PAGE

SIGNATURES

CONTRACTOR'S CERTIFICATIONS:

BY EXECUTION OF THIS CONTRACT, THE UNDERSIGNED CERTIFIES TO COUNTY THAT:

- The undersigned person has the power and authority to execute this Contract on behalf of Contractor, and to bind Contractor to its terms,
- Contractor will, at all times during the term of this Contract, be qualified and professionally competent, and possess any licenses required to perform the Work,
- Contractor has not discriminated against minority, women or small business enterprises or a business that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, and
- The Contractor has, to the best of its knowledge, complied with Oregon tax laws in the period prior to the execution of this Contract, and will continue to comply with such laws during the entire term of this Contract, including:
 - (a) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318,
 - (b) Any tax provisions imposed by a political subdivision of this state that applied to Proposer or its property, goods, services, operations, receipts, income, performance of or compensation for any work performed, and
 - (c) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- Pursuant to ORS 305.385(6) and OAR 150-305-0302, the undersigned as Contractor hereby swears and affirms under penalty of perjury that, to best of my knowledge, Contractor is not in violation of any tax laws described in ORS 305.380 (4)(a).

EACH PARTY, BY EXECUTION OF THIS CONTRACT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

CONTRACTOR:

RELIEF NURSERY, INC.

By: Kelly Sutherland

Print: Kelly Sutherland

Title: Executive Director

Date: 3.28.23

Address: 1720 W. 25th Ave.

Eugene, OR 97405

Tax ID No.: 93-0784800

COUNTY:

LANE COUNTY

By: _____

Print: Steve Mokrohisky

Title: Administrator

Date: _____

By: Clifton G. Harrold

Print: Clifton G. Harrold

Title: Sheriff

Date: 03/29/2023

Lane County Sheriff's Office
125 E. 8th Avenue
Eugene, Oregon 97401

Digitally signed by Clifton G.
Harrold
Date: 2023.03.29 10:13:24 -07'00'

EXHIBIT A – SCOPE OF WORK
Relief Nursery

Roles: 1.0 FTE Court Navigator

Responsibilities: Relief Nursery will provide a Court Navigator to serve all participants in the program associated with the Lane County Adult Treatment Court (ATC).

Services: The Court Navigator will provide the following services:

1. Meet with the participants who are referred to the program and coordinate intake paperwork and assessment as necessary.
2. Continue to meet with participants to support their progress through the evaluation period and opt-in to the programs.
3. Support the participants through resource referrals and support for barrier removal.
4. Introduce participants to Relief Nursery Peer Support and facilitate a warm hand off once the participant has been accepted and begins engagement to the programs.
5. Attend all pre-court staffing meetings (Tuesdays through Fridays), monthly team meetings and co-facilitate orientations once per week.
6. Attend court as needed, as well as have the ability to be mobile via laptop and/or cell phone.
7. Meet regularly with the Senior Treatment Court Coordinator, as this project and its responsibilities may evolve over time.
8. Attend all trainings offered through the support of the Treatment Court.

Funding: Grant funding through OCF/SERBU will fund this position (salary and benefits) for up to three years. The funding will be distributed and applied to the three-year term as follows:

July 1, 2022 -- June 30, 2023	\$66,073
July 1 2023 -- June 30, 2024	\$70,121
July 1, 2024 -- June 30, 2025	\$74,394

Total:	\$210,588
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EXHIBIT B – STANDARD COUNTY CONTRACT CONDITIONS

1. **INDEPENDENT CONTRACTOR STATUS.** The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent contractor that is not an officer, employee or agent of the County as those terms are used in ORS 30.265. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance, retirement payments, and federal or state taxes due as a result of payments under this Contract, whether due on account of Contractor or Contractor's subcontractors.
2. **INSURANCE AND INDEMNIFICATION**
 - 2.1 **Contractor's Required Insurance.** Contractor must provide and maintain all types and amounts of insurance called for on the Exhibit titled "Insurance Coverages Required" and must notify Lane County Risk Management of any material reduction or exhaustion of aggregate limits. Contractor may not commence any work until Contractor furnishes evidence of all required insurance specified by the County and has obtained the County's approval as to limits, form, and amount. Commercial General Liability and Auto Liability coverage must include an Additional Insured Endorsement naming the County and its officers, agents, and employees that includes completed operations, and which is primary and non-contributory with any other insurance and self-insurance.
 - 2.2 **Contractor to Maintain Insurance.** Contractor may not cancel, materially change, or not renew insurance coverages. If any policy is canceled before final payment by County to Contractor, Contractor must immediately procure other insurance meeting the requirements. Any insurance bearing on adequacy of performance must be maintained after completion of the Contract for the full guarantee period. If Contractor fails to maintain any required insurance, County reserves the right to procure such insurance and to charge the cost to Contractor.
 - 2.3 **Workers' Compensation.** Contractor, its subcontractors, and all employers working under this Contract are subject employers under Oregon Workers' Compensation Law, and must comply with ORS 656.017 and provide Workers' Compensation coverage for all their subject workers unless exempt under ORS 656.126.
 - 2.4 **No Limitation.** Nothing contained in these insurance requirements limits the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.
 - 2.5 **Contractor's Indemnification.** To the fullest extent permitted by law, and to the extent otherwise provided for in private contracts of insurance, Contractor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from Contractor's performance of or failure to perform under this Contract. The provisions of the foregoing notwithstanding, Contractor will not be required to indemnify County for any liability arising solely out of wrongful acts of County.
 - 2.6 **Intellectual Property.** If the Work of this Contract includes work product or any tangible or intangible items delivered to County under the Contract that may be the subject of protection under any state or federal intellectual property law or doctrine, the Contractor's indemnification shall extend to any claim that the County's use thereof infringes any patent, copyright, trade secret, trade mark, or other proprietary right of any third party.
3. **CONTRACTOR'S OBLIGATIONS**
 - 3.1 Except as provided in the bidding or procurement documents, Contractor must meet the highest standards prevalent in the industry or business most closely involved in providing the goods or services required by this Contract.
 - 3.2 Contractor must make all provisions of the Contract applicable to any subcontractor performing work under the contract.

- 3.3 Contractor agrees that County will not be responsible for any losses or unanticipated costs suffered by Contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.
- 3.4 Contractor certifies that Contractor has all necessary licenses, permits, or certificates of registration necessary to perform the contract and further certifies that all subcontractors will likewise have all necessary licenses, permits or certificates before performing any work.
- 3.5 Contractor may not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, will be responsible for satisfaction of any lien so filed or prosecuted, and must defend against, indemnify, and hold the County harmless from any such lien or claim.
- 3.6 Unless otherwise provided by the Contract or law, Contractor agrees that County and its duly authorized representatives may have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, copies and transcripts. Contractor must retain and keep accessible such books, documents, papers, and records for a minimum of 6 years after County makes final payment on the Contract. Copies of applicable records must be made available upon request, and payment of copy costs is reimbursable by County.
- 3.7 Contractor must, in the course of carrying out Contractor's Work, comply at all times with the then-current "Mandatory County Policies for Vendors" published on County's Procurement and Purchasing webpage at: www.lanecountyor.gov/bids.

4. CONTRACTOR'S OBLIGATIONS REQUIRED BY LAW

- 4.1 Contractor must promptly make payments for labor and material, and pay all contributions due to the Industrial Accident Fund, in accordance with ORS 279B.220 or ORS 279C.505, as applicable.
- 4.2 Contractor must promptly make payments for any costs described in ORS 279B.230 and 279C.530, as applicable.
- 4.3 Contractor must comply with requirements related to employed persons' hours of work and payment for overtime work, in accordance with ORS 279B.235, 279C.520, and 279C.540, as applicable.
- 4.4 If Contractor is a nonresident bidder and the Contract price exceeds \$10,000, Contractor must promptly report to the Department of Revenue on forms provided by that Department the total contract price, terms of payment, length of contract and such other information as the Department may require before the County will make final payment on the contract, in accordance with ORS 279A.120.
- 4.5 Contractor and any subcontractor must pay to the Department of Revenue all sums withheld from employees, in accordance with ORS 316.167.
- 4.6 Contractor acknowledges that, pursuant to ORS 210.190, no payment may be made by County on account of this Contract if Contractor is indebted to Lane County in any manner, except for taxes not delinquent. Contractor expressly grants County the right to deduct from any payments due on this Contract the amount necessary to satisfy such indebtedness until any such debt has been satisfied.
- 4.7 **Equal Employment Opportunity.** During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will comply with all applicable requirements of 29 CFR Part 471, Appendix A to Subpart A (copy available at: www.dol.gov/olms/regs/compliance/EO13496.htm), and will include the terms of these requirements in all subcontracts entered into under this Contract.
- 4.8 **Oregon False Claims Act.** Contractor acknowledges that the Oregon False Claims Act (ORS 180.750 to 180.785) applies to any action or conduct by Contractor pertaining to this Contract that constitutes a "claim" as defined by the Act. By its execution of this Contract, Contractor

certifies the truthfulness, completeness, and accuracy of any statement or claim it has made may make, or causes to be made that pertains to this Contract or to the Work of the Contract.

- 4.9 Compliance with Law.** In connection with its activities under this Agreement, Contractor must comply with all applicable federal, state and local laws.

5. MODIFICATION AND TERMINATION

- 5.1 Modification.** No modification or amendment to this Contract will bind either party unless in writing and signed by both parties. In lieu of termination pursuant to subsection 5.2.4 below, County may propose modifications to the Contract sufficient to allow County to perform its obligations.

5.2 Termination:

5.2.1 The parties may jointly agree to terminate this Contract at any time by written agreement.

5.2.2 County may terminate this Contract for its convenience at any time with no liability on its part, except to pay for services previously provided, by giving Contractor not less than 30 days' advance written notice.

5.2.3 If County reasonably believes that Contractor is in material breach of Contractor's obligations or any representation or warranty contained in this Contract, County may suspend the Work of this Contract at any time without notice. Upon notice to Contractor of such breach, and failure of Contractor to cure such breach within 7 days of receipt of County's notice, County may terminate this Contract.

5.2.4 County certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Contract for the period within the current budget. However, Contractor understands and agrees that: (1) if County fails to appropriate funds for any successive budget year, the Contract will terminate at the end of the last fiscal year for which payments have been appropriated, and (2) if County's funding, appropriations, or expenditure authority are reduced to a level insufficient, in County's reasonable administrative discretion, to perform its obligations under this Contract, County may terminate this Contract immediately upon notice to Contractor.

5.2.5 Upon termination pursuant to this subsection, County will have no further obligation to Contractor except for payments for amounts earned prior to the termination date.

- 5.3 Remedies and Default.** County may exercise any of the following remedies for Contractor's failure to perform the scope of work or failure to meet established performance standards: reduce or withhold payment; require Contractor to perform, at Contractor's expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or declare a default, terminating the Contract and seeking damages and other relief available under the terms of the Contract or applicable law.

- 5.4 Force Majeure.** Neither County nor Contractor will be held responsible for delay or default due to force majeure acts, events, or occurrences, including but not limited to fires, riots, wars, and epidemics, unless such delay or default could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. If delays or nonperformance are caused by a subcontractor of Contractor, Contractor will be liable for such supplies or services if the supplies or services were obtainable from other sources in sufficient time to permit Contractor to meet the required schedule. County may terminate this Contract upon written notice after determining that a delay or default caused by force majeure acts, events, or occurrences will reasonably prevent successful performance of the Contract.

6. DISPUTES

- 6.1 Dispute Resolution.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Contract. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract,

they are encouraged to resolve their differences through mediation or another cooperative dispute resolution process.

- 6.2 Choice of Law, Venue, and Jurisdiction.** All matters in dispute between the parties to this Contract arising from or relating to the Contract, including without limitation alleged tort or violation, are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon, CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Venue for all disputes and litigation will be in Lane County, Oregon. This section does not constitute a waiver by County of any form of defense or immunity, whether governmental immunity or otherwise, from any claim or from the jurisdiction of any court.
- 6.3 Attorney Fees.** In the event an action, suit or proceeding, including appeals, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal.

7. MISCELLANEOUS PROVISIONS

7.1 Taxes.

7.1.1 County's Tax-Exempt Status. County is a political subdivision of the State of Oregon, and has been granted tax-exempt status by the Internal Revenue Service, affirmed March 26, 2010, reference number 0248464840. County is not obliged to pay or reimburse any costs for taxes upon goods or services furnished under this Contract. Such taxes are included in Contractor's administrative costs for the Contract and any changes thereto.

7.1.2 Contractor's Taxes. Contractor is independently responsible for its obligations for federal, state, and local sales and income taxes, including the Oregon Corporate Activity Tax, and no amount will be chargeable to County for such taxes.

- 7.2 Public Records.** The parties acknowledge that this Contract and all records held by County are public records and subject to public disclosure unless a statutory exemption applies, and agrees that County shall have no liability for the disclosure of any confidential information in response to a public records request where such disclosure is required by court or district attorney order, or by County's good faith interpretation of its statutory requirements.
- 7.3 Merger and Construction.** This Contract contains the entire agreement of County and Contractor with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements and understandings. This Contract is the result of an open procurement process and negotiations between the parties, and the provisions of this Contract are to be interpreted and their legal effects determined as a whole, with no part to be construed against the drafter of such part.
- 7.4 Waiver.** Failure of County to enforce any provision of this Contract does not constitute a waiver or relinquishment by County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.
- 7.5 Severability.** If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 7.6 Survival.** The provisions of this Contract with respect to governing law, indemnity, insurance for completed products and operations, warranties, guarantees and, if included in the Contract, attorney fee provisions and limitations, will survive termination or completion of the Contract.
- 7.7 Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Contract.

- 7.8 Non-Assignment.** Contractor may not assign or transfer its interest in this Contract without prior written approval of County.
- 7.9 Binding on Successors and Assigns.** The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.
- 7.10 No Third-Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Contract.
- 7.11 Headings.** The headings and captions in this Contract are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Contract.

INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

☒ **COMMERCIAL GENERAL LIABILITY WITH ADDITIONAL INSURED STATUS** shall include:

Policy must include:

- Commercial General Liability
- Damage to Rented Property (\$50,000)
- Medical Expenses (\$5,000)
- Personal and Advertising (Same as per occurrence)
- Products/Completed Operations (Same as per occurrence)

MINIMUM POLICY LIMITS

- ☒ \$2 million per occurrence*/\$4 million aggregate*
- ☐ Amount required by funding source \$ /\$
- ☐ Other Amount pre-approved by Risk Management: \$ occurrence /\$ aggregate

Aggregate limits: ☒ Per Policy (most contracts) ☐ Per Project (construction contracts)

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be approved by Risk Management. All claims-made forms must be approved by Risk Management in advance and provide tail/continuous coverage for 24 months from the end of the project.

☒ **ADDITIONAL INSURED STATUS** for general liability insurance coverage is required for performance of this contract. Unless otherwise specified below, blanket additional insured is acceptable and is considered a written contract requirement on any insurance policies required herein with respect to Provider's activities being performed under the Contract, excluding Professional Liability coverage. The contract **MUST** either include language that the additional insured status is required, or include this Insurance Coverages Required document as an attachment, and proof of blanket coverage from your policy must be provided either by a copy of your policy or by separate blanket endorsement.

☐ *When this box is checked, the Additional Insured status for this contract MUST be by scheduled (or named) endorsement only, and must read:*

Lane County, its officers, agents, employees and volunteers are named as additional insureds with respect to Provider's activities being performed under the Contract. The additional insureds must be named as an additional insured by separate endorsement, the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract, and the Endorsement must be attached to the COI.

☒ **AUTOMOBILE LIABILITY WITH ADDITIONAL INSURED STATUS:** Insurance with limits as specified below. The coverage shall include owned, hired, and non-owned automobiles and include Lane County and its divisions, its commissioners, officers, agent, and employees as additional designated insureds (CA 20 48 02 99 or equivalent).

*LIMITS** ☐ \$2 million combined single limit per accident for bodily injury and property damage
☐ Amount required by funding source: \$ /\$
☐ Other Amount pre-approved by Risk Management: \$ /\$

☒ **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage. Sole proprietors not subject to Workers' Compensation coverage must complete, execute, and submit the Workers' Compensation Coverage Exemption Statement.

- ☐ Statutory amount (currently \$500,000 in Oregon, other states may vary)
- ☐ Other: minimum of \$1,000,000 when not regulated by statute

☐ **OTHER** – All non-occurrence coverages must provide tail/continuous coverage for 24 months from the end of the project and shall include completed operations where applicable. All coverages, except Professional Liability, must contain blanket Additional Insured status, unless otherwise indicated.

- ☐ **CYBER** coverage in the amount of \$ (\$2,000,000/occurrence minimum unless indicated).
- ☐ **PROFESSIONAL LIABILITY** coverage: limits not less than \$ (\$2,000,000/occurrence minimum unless indicated).
- ☐ **POLLUTION LIABILITY** coverage: limits not less than \$ (\$2,000,000/occurrence minimum unless indicated).
- ☐ *Type:* : limits not less than \$ (\$1,000,000/occurrence minimum unless indicated).
- ☐ *Type:* : limits not less than \$ (\$1,000,000/occurrence minimum unless indicated).

***Umbrella or Excess coverage to increase the policy limits to the required amount is acceptable!**

☒ **CERTIFICATE HOLDER:** Lane County, its officers, agents, employees and volunteers, c/o

☒ **LANE COUNTY REQUIRES THE COVERAGE TYPES AND AMOUNTS SHOWN ABOVE OR POLICY LIMITS, WHICHEVER IS GREATER.** The policy limits specified above are minimum requirements; Lane County reserves the right to claim up to the policy limits. All coverages are Primary and Non-Contributory with any other insurance and self-insurance. Acceptance of a COI providing less than required coverages does not relieve contractor of the insurance requirements set out above or in the contract. The contractor must notify the County if non-County claims have infringed or impacted the policy. Contractor is required to notify Lane County of any changes to or cancellation of coverage(s) within 24 hours. Contractor is required to provide a copy of the policy to Lane County upon demand.

☒ **DIRECT ALL INSURANCE RELATED DOCUMENTS FOR YOUR CONTRACT TO YOUR CONTACT AT LANE COUNTY; DO NOT DIRECT YOUR DOCUMENTS TO RISK MANAGEMENT AS THIS WILL RESULT IN DELAYS.**

Your Lane County Contact: Janna Beckett

email: janna.beckett@lanecountyor.gov

Phone: 541-682-6293

This document is an attachment to and part of your contract with Lane County.

Lane County Risk Management / LCRISKMG@co.lane.or.us



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2022

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).

PRODUCER HUB International Northwest, LLC PO Box 10167 Eugene OR 97440	CONTACT NAME: Angela Sangl PHONE (A/C, No, Ext): 541-687-1117 FAX (A/C, No): 541-342-8280 E-MAIL: angela@wardinsurance.net ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
INSURED Relief Nursery Inc. 1720 W 25th Avenue Eugene OR 97405	RELINUR-01	INSURER A: Philadelphia Indemnity Insurance Company	NAIC # 18058
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1540889372**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Host Liquor GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		PHPK2483962	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Sexual Abuse \$ \$1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		PHPK2483962	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			PHUB839063	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Crime Professional Liability			PHPK2483962	11/1/2022	11/1/2023	Limit \$50,000 Limit \$1,000,000 Ded: \$1,000 Agg: \$2,000,000

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

Certificate holder and all entities required by written contract are included as additional insureds on a primary and non-contributory basis with respects to the general liability and auto liability as required by written contract per attached endorsements. Umbrella goes over General Liability, Auto Liability and Employers Liability. Subject to policy limits, terms, conditions and exclusions.

Re: All Operations

Certificate holder includes Lane County, its officers, agents, employees, and volunteers.

CERTIFICATE HOLDER**CANCELLATION**

Lane County
125 E 8th Ave.
Eugene OR 97401

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Lane County

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Relief Nursery , Inc

Endorsement Effective Date: 11/01/2021

SCHEDULE

Name Of Person(s) Or Organization(s): Lane County

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Oregon Workers' Compensation Certificate of Insurance

Certificate holder:

EVIDENCE

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

Insured		Producer/contact	
Relief Nursery Inc 1720 W 25th Ave Eugene, Or 97405-1663		Hub International Northwest LLC-Eugene David Niderost 541.654.8521 david@wardinsurance.net	
Issued	05/31/2022	Limits of liability	
Policy	422059	Bodily Injury by Accident	\$500,000 each accident
Period	07/01/2022 to 07/01/2023	Bodily Injury by Disease	\$500,000 each employee
		Body Injury by Disease	\$500,000 policy limit

Description of operations/locations/special items
Evidence

Important

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

Authorized representative



Chip Terhune
President and CEO