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Memorandum Date: January 8, 2010
Board Order Date: January 27, 2010

TO: Board of County Commissioners
DEPARTMENT: CAO/Community & Economic Development
PRESENTED BY: Mike McKenzie-Bahr, Community and Economic
Development Coordinator

AGENDA ITEM TITLE: IN THE MATTER OF APPROVING A CONTRACT
WITH LANE METRO PARTNERSHIP FOR \$50,000.

I. MOTION

MOVE TO APPROVE THE CONTRACT FOR LANE METRO PARTNERSHIP

II. AGENDA ITEM SUMMARY

Lane County and the cities of Eugene and Springfield have supported the Lane Metro Partnership (formally the Eugene/Springfield Metropolitan Partnership) since the mid-1980s to facilitate the objectives of business development, expansion, and creation of a broad-based regional economy that provides family-wage job opportunities.

Lane County has contributed \$100,000 a year to the Lane Metro Partnership.

The most recent agreement between the County and Lane Metro Partnership expired on December 3, 2009. That was a six month agreement for \$50,000.

The order before you today would create a new contract for the time of January 1, 2010 to June 30, 2010 for an amount not to exceed \$50,000.

The economic development video lottery budget for FY 09-10 includes a distribution in the amount of \$100,000 for LMP dues. \$50,000 of those funds are still officially unallocated until the BCC decides to allocate them.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

In 1985 Lane County, led by the Chair of the Board of Commissioners, Peter DeFazio, joined with the cities of Eugene and Springfield as well as the Eugene and Springfield Chambers of Commerce to form a nonprofit economic development agency then known as the Eugene/Springfield Metropolitan Partnership and subsequently renamed the Lane Metro Partnership.

During the past 25 years the Metro Partnership has pursued a variety of approaches to increasing and diversifying employment in Lane County by helping attract and retain businesses that will increase employment and incomes for Lane County residents.

In the past, the funding for the Metro Partnership was delivered by the County, Eugene and Springfield through an Intergovernmental Agreement. The last IGA expired June 30, 2009.

The Lane County Budget Committee voted to remove the \$100,000 funding for the Metro Partnership for the 2009-10 fiscal year that was included in the County administrator's proposed budget, which action was subsequently approved by the Board of Commissioners in the final budget for the 2009-10 fiscal year.

The revenues available for such funding remained in the budget for economic and community development, which allowed the county administrator to enter into a six-month contract with the Metro Partnership to continue to provide economic development services for Lane County through the end of December 2009 for the amount of \$50,000.

During those six months, the Metro Partnership continued to work with the Lane County Community & Economic Development Coordinator, the City of Eugene and Springfield as they pursued local economic development opportunities.

Adoption of the Board Order would continue Metro Partnership funding for the remainder of the fiscal year.

B. Policy Issues

Shall Lane County enter into a financial contract to support the Lane Metro Partnership economic development activities?

C. Board Goals

This project meets the following board goals:

- Develop Lane County's economic engine

D. Financial and/or Resource Considerations

The economic development video lottery budget for FY 09-10 includes a distribution in the amount of \$100,000 for LMP dues. \$50,000 of those funds are still officially unallocated until the BCC decides to allocate them.

No General Funds will be spent on this contract.

E. Analysis

The attached contract includes a scope of work for the Lane Metro Partnership. Numerous of the elements were identified at the recent Joint Elected Officials Economic Summit as being needed locally. These include:

- a. Assist existing businesses in Lane County to create new and retain existing jobs;
- b. Assist businesses that wish to locate operations in Lane County to create new jobs;
- c. Obtain, maintain and provide site and building information on properties throughout Lane County to qualified prospects that wish to expand existing business operations or locate new business operations in Lane County.
- d. Obtain, maintain and provide cost information, labor information, regulatory information and other information of use to qualified prospects that wish to expand existing business operations or locate new business operations in Lane County.
- e. Obtain, prepare, maintain and provide community information and other marketing materials to be provided to qualified prospects and other persons, organizations or entities that wish to expand existing business operations or locate new business operations in Lane County.
- f. Identify and target industries and industry clusters that provide high-wage jobs, in collaboration with each local community.
- g. Coordinate site visits for qualified prospects
- h. Establish and maintain a referral network to assist qualified prospects to locate or expand business operations in Lane County.

F. Alternatives/Options

The options before the Board are as follows:

1. The Board may choose to award the contract.
2. The Board may take no action on the contract at this time and instruct staff to resolve any matters of concern to the Board.
3. The Board may choose to reject the proposed contract.

IV. TIMING/IMPLEMENTATION

Upon approval by the Board, the County will contract with Lane Metro Partnership.

V. RECOMMENDATION

The Lane County Community & Economic Development Coordinator recommends that the Board of Commissioners approve the motion as drafted.

VI. FOLLOW-UP

If the Board adopts the proposed Order, staff will actively participate with Lane Metro Partnership as part of the local economic development efforts.

VII. ATTACHMENTS

1. Board Order
2. Contract with Lane Metro Partnership

ORDER NO.) IN THE MATTER OF APPROVING A
) CONTRACT WITH LANE METRO
) PARTNERSHIP FOR \$50,000
)
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WHEREAS, considering the weak condition of the national, state and local economy, with unemployment more than 10% nationally and over 11% in Lane County, and in view of the Metro Partnerships ongoing projects with local businesses as well as potential prospects for business recruitment,

NOW, THEREFORE, IT IS HEREBY ORDERED that a contract with the Lane Metro Partnership be executed in the amount of \$50,000 for the period of January 1, 2010 until June 30, 2010, to include the following terms and conditions:

- a. Assist existing businesses in Lane County to create new and retain existing jobs;
- b. Assist businesses that wish to locate operations in Lane County to create new jobs;
- c. Obtain, maintain and provide site and building information on properties throughout Lane County to qualified prospects that wish to expand existing business operations or locate new business operations in Lane County.
- d. Obtain, maintain and provide cost information, labor information, regulatory information and other information of use to qualified prospects that wish to expand existing business operations or locate new business operations in Lane County.
- e. Obtain, prepare, maintain and provide community information and other marketing materials to be provided to qualified prospects and other persons, organizations or entities that wish to expand existing business operations or locate new business operations in Lane County.
- f. Identify and target industries and industry clusters that provide high-wage jobs, in collaboration with each local community.
- g. Coordinate site visits for qualified prospects
- h. Establish and maintain a referral network to assist qualified prospects to locate or expand business operations in Lane County.

IT IS FURTHER ORDERED that the County Administrator is delegated authority to execute such a contract.

Dated this _____ day of January, 2010.

Bill Fleenor, Chair
Board of County Commissioners

APPROVED AS TO FORM

Date 1-14-2010 lane county

OFFICE OF LEGAL COUNSEL

PROFESSIONAL SERVICES CONTRACT

This Contract is entered into by and between Lane County, Oregon, a political subdivision of the State of Oregon, hereinafter called County, and Lane Metro Partnership, hereinafter called Contractor.

Whereas, County has a need for the type of professional services possessed by Contractor;

Whereas, Contractor desires to provide those professional services;

Now, therefore, the parties agree:

1. Contractor shall perform the professional Economic Development services for County as stated in the "Scope of Work" attached and incorporated by this reference as Exhibit A.

2. Contractor shall comply with all terms and conditions of this agreement, including all terms and conditions of the attached exhibits.

3. In consideration for Contractor's performance, County agrees to pay the sum of \$50,000 (Fifty Thousand Dollars), payable as follows: \$25,000 on March 30, 2010 and & \$25,000 on June 30, 2010.

4. Any payments by County to Contractor will customarily be made within thirty (30) days of receipt of an invoice from Contractor.

5. The contract period shall be from January 1, 2010 to June 30, 2010.

6. 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 who is not an officer, employee or agent of the County as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to any claims between County and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract. Any subcontractor hired by the Contractor shall be similarly responsible.

7. Contractor will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this contract payment.

8. Contractor is not currently employed by County, and will not be under the direct control of County.

9. The Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers or be exempt under ORS 656.126.

10. County will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

11. The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as if fully set forth herein as Exhibit B.

12. The Contractor agrees to indemnify, defend, and hold Lane County, its Commissioners, agents, officers, and employees harmless from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the activities of, or failure to perform by Contractor or its officers, employees, subcontractors, or agents under this Contract.

13. Contractor shall provide all insurance called for on the page entitled "Insurance Coverage Required" attached as Exhibit C. As evidence of the insurance coverages required by this contract, the Contractor shall furnish a certificate of insurance to: Lane County Risk Management Division, 125 E. 8th Ave., Eugene, Oregon, 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverages required under this Contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If Contractor is self-insured under the laws of the State of Oregon, Contractor shall provide appropriate declarations of coverage.

14. Contractor shall not cancel, materially change, or not renew insurance coverages. Contractor shall notify Lane County Risk Manager, 125 E. 8th Ave., Eugene, Oregon, 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane County to Contractor and should Contractor fail to immediately procure other insurance as specified, County reserves the right to procure such insurance and to deduct the cost thereof from any sum due Contractor under this Contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the Contract for the full guaranteed period, and should the Contractor fail to immediately procure such insurance as specified, County reserves the right to procure such insurance and to charge the cost thereof to Contractor.

15. Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.

16. By execution of this Contract, Contractor certifies under penalty of perjury that:

- a. To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4); and
- b. Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

17. Contractor shall have all licenses and permits necessary to perform the Contract.

18. The County shall not be obligated to pay any amount greater than that stated above.

19. Modifications or amendments to this Contract shall be effective only if in writing and executed by both parties.

20. **Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they agree to present their disagreements to a mutually selected mediator. The mediation will occur in Lane County, Oregon. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This procedure shall be followed to its conclusion prior to either party seeking relief from a court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon award rendered by the Arbitrator may be entered in a court in Lane County, Oregon.

21. The parties may jointly agree to terminate this Contract and upon the terms of such termination. The County may terminate this Contract at any time for any reason or for no reason with no liability on its part, except to pay for services previously provided by giving Contractor 30 days written notice.

22. **Waiver.** Failure of the County to enforce any provision of the Contract shall not constitute a waiver or relinquishment by the County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.

23. Severability. If any provision of this Contract is declared by a court to illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

LANE COUNTY, OREGON

DATE: _____

BY: _____

Jeff R. Spartz
County Administrator

CONTRACTOR

DATE: _____

BY: _____

Title: _____

Address: _____

Business ID No.: _____

APPROVED AS TO FORM

Date _____ **Lane County**

LANE COUNTY OFFICE OF LEGAL COUNSEL

Scope of Work

- a. Assist existing businesses in Lane County to create new and retain existing jobs;
- b. Assist businesses that wish to locate operations in Lane County to create new jobs;
- c. Obtain, maintain and provide site and building information on properties throughout Lane County to qualified prospects that wish to expand existing business operations or locate new business operations in Lane County, and present recommendations to the County about the needs for sites and facilities that will support the development and expansion of business opportunities in the future.
- d. Obtain, maintain and provide cost information, labor information, regulatory information and other information of use to qualified prospects that wish to expand existing business operations or locate new business operations in Lane County, and present recommendations to the County about ways to coordinate such information for more effective results in the future.
- e. Obtain, prepare, maintain and provide community information and other marketing materials to be provided to qualified prospects and other persons, organizations or entities that wish to expand existing business operations or locate new business operations in Lane County or may be engaged or retained to assist other qualified businesses and investors who wish to expand existing business operations or locate new business operations in Lane County. These materials may be provided through media determined appropriate by LMP.
- f. Identify and target industries and industry clusters that provide high-wage jobs, in collaboration with each local community, that provide good benefits and working conditions, and that are compatible with our communities' values, needs and aspirations. Direct efforts to these targeted industries to persuade them to locate business operations in Lane County.
- g. Coordinate site visits for qualified prospects
- h. Establish and maintain a referral network to assist qualified prospects to locate or expand business operations in Lane County. Such referral network may include, but not be limited to sources of leads such as the Oregon Economic and Community Development Department and other private and public sources.
- i. Work with other local, regional, state and federal economic development organizations to accomplish the above;
- j. Report to County at minimum every three months on activities related to the above efforts and future plans.

STANDARD PROVISIONS

21.130 Standard Contract Provisions.

The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the County.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) For public improvement and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.

(6) Contractor shall make payment promptly, as due, to any person, co-partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(7) With certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:

(a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on the days specified in ORS 279B.020(1) for non-public improvement contracts or ORS 279C.540(1) for public improvement contracts.

For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public improvements, this subsection (7) does not apply to contracts for purchase of goods or personal property.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(8) The hourly rate of wage to be paid by any contractor or subcontractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by the public works contract shall be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and ORS 279C.840. For projects also covered by the federal Davis-Bacon Act (40 USC §3141 et seq.), contractors and subcontractors shall pay workers or others performing work contemplated by the contract the higher of the state or federal prevailing rate of wage, as determined by the Commissioner of the Bureau of Labor and Industries in accordance with ORS 279C.830.

(9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.

(10) As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities who have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual, OAR 137-030-0010, Commentary 4. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(11) The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract.

(12) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(13) By execution of this contract, contractor certifies, under penalty of perjury that:

(a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and

(b) Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

(14) Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or quality are otherwise equal.

(15) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(16) Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(17) The 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.

(18) All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.

(19) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

(20) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate therefrom shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

(21) If as a result of this contract, the contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 through 2.448, by using recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.

(22) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

(23) As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.

(24) As to public improvement contracts for demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

(25) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the 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. *(Revised by Order No. 98-12-2-4, Effective 12.2.98; 04-6-30-12, 6.30.04; 05-2-16-8, 2.28.05; 05-12-14-9, 1.1.06; 08-2-13-1; 2.13.08)*

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** insurance covering personal injury, and property damage with limits as specified below. The insurance shall include:

COVERAGES	LIMITS
_____ Explosion & Collapse	_____ \$1 million per occurrence
_____ Underground Hazard	_____ <u>X</u> Limits of the Oregon Tort Claims Act (ORS 30.370), limits presently at \$500,000 per occurrence
_____ Products/Completed Operations	_____ Other
_____ Contractual Liability	
_____ Broad Form Property Damage	
_____ Owners' & Contractors' Protective	

FORM

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Risk Manager. All claims-made forms must have the prior approval of Risk Manager. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

X **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired and non-owned automobiles.

LIMITS

_____ \$1,000,000 per occurrence

_____ Not less than the limits of the Oregon Tort Claims Act (ORS 30.270) presently at \$500,000 per occurrence.

_____ Other

X **PROFESSIONAL LIABILITY** insurance with limits not less than **\$1,000,000**.

X **ADDITIONAL INSURED CLAUSE.** The liability insurance coverages required for the performance of this contract shall be endorsed to name State of Oregon, Division, Lane County, its commissioners, officers, agents, and employees as additional insured with respect to the activities performed under this contract.

X **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.

EMPLOYER'S LIABILITY

_____ LIMITS OF \$500,000

_____ **BUILDERS RISK** insurance special form. Limits to be the value of the contract or \$_____.

_____ **THIRD PARTY FIDELITY BOND** covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$150,000 per occurrence.

*Where applicable

Any questions concerning insurance and indemnity should be directed to the county Risk Manager at (541) 682-4569)