

W. S. B. I

Memorandum Date: April 8, 2009
Order Date: April 8, 2009

TO: Board of County Commissioners

DEPARTMENT: Management Services

PRESENTED BY: Jeff Turk., Property Management Officer

AGENDA ITEM TITLE: ORDER/IN THE MATTER OF ACCEPTING A PROPOSAL FROM DIAMOND PARKING SERVICES, LLC FOR LCP 2008-10 AND AWARDING A THREE YEAR MATERIALS AND SERVICES CONTRACT FOR PARKING FACILITIES ADMINISTRATION SERVICES

I. MOTION

Move approval of Order 09-04-8-XX in the matter of accepting a proposal from Diamond Parking Services, LLC for LCP 2008-10 and awarding a three year materials and services contract for parking facilities administration services.

II. AGENDA ITEM SUMMARY

The County utilizes the services of qualified contractors to administer the County-owned parking facilities. The previous contract has expired and a contract for continued services is needed.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

On December 1, 2008, the County issued LCP 2008-10 Request for Proposals for Parking Facilities Administration Services. The County had previously issued a Request for Proposals on May 10, 2005.

B. Policy Issues

Shall Lane County award a contract for Parking Facilities Administration Services?

C. Board Goals

This item is consistent with the strategic plan goal of providing efficient and effective financial and administrative support and systems, and protecting the public's assets.

D. Financial and/or Resource Considerations

The County collects approximately \$400,000 annually in gross parking revenues, and pays approximately \$60,000 annually for parking facilities administration. Utilizing the services of a contractor with expertise in parking facilities administration allows the County to administer the program in a cost effective manner.

E. Analysis

LCP 2008-10 was issued on December 1, 2008. A notification of the Request for Proposals was mailed to 22 northwest parking vendors. Additionally, the Request for Proposals was posted on the County internet site.

The County received only one response to the Request, from Diamond Parking Services, LLC, which is the current service provider. Diamond Parking Services, LLC submitted a responsive proposal, was the successful respondent to the previous proposal issued in 2005 and has the knowledge and expertise to provide the required services.

F. Alternatives/Options

1. Accept the proposal from Diamond Parking Services, LLC and award a three year contract based on the Request for Proposals.
2. Direct staff to re-issue a Request for Proposals.

IV. RECOMMENDATION

The Property Management Officer recommends that the proposal be accepted and a contract be awarded.

V. TIMING/IMPLEMENTATION

Upon approval by the Board of County Commissioners, the contract documents will be executed.

VI. FOLLOW-UP

None.

VII. ATTACHMENTS

Board Order
Proposed Contract

THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY, OREGON

ORDER NO.) IN THE MATTER OF ACCEPTING A PROPOSAL FROM
) DIAMOND PARKING SERVICES, LLC FOR LCP 2008-10
) AND AWARDING A THREE YEAR MATERIALS AND
) SERVICES CONTRACT FOR PARKING FACILITIES
) ADMINISTRATION SERVICES

WHEREAS, the County has a need for professional parking facilities
administration services; and

WHEREAS, LCP 2008-10 Request for proposals was issued on December 1,
2008; and

WHEREAS, Diamond Parking Services, LLC was the sole respondent to the
Request for Proposals, is the County's incumbent service provider and submitted a
responsive proposal; now therefore

IT IS HEREBY ORDERED that the board of Commissioners awards a three year
materials and services contract for Parking Facilities Administration services to Diamond
Parking Services, LLC

IT IS FURTHER ORDERED that the Board of Commissioners delegates
authority to the County Administrator to execute the contract with Diamond Parking
Services LLC.

Dated this day of April, 2009.

PETER SORENSON, CHAIR
Board of County Commissioners

APPROVED AS TO FORM

Date 3-25-09 lane county


OFFICE OF LEGAL COUNSEL

LANE COUNTY MATERIALS AND SERVICES AGREEMENT
PARKING FACILITIES ADMINISTRATION SERVICES
CONTRACT # _____ (Please put on all Invoices)

In consideration of the covenants set forth below, **Diamond Parking Services, LLC**, herein referred to as Contractor, and **Lane County**, a political subdivision of the State of Oregon, acting by and through its Board of County Commissioners, hereinafter referred to as County, mutually contract as follows:

Lane County is the owner of parking facilities. This Agreement provides for the management of the parking facilities by Contractor.

Contractor agrees and covenants with County that the Contractor will comply with the contract awarded as per LCP 2008-10 Request for Proposal document.. All of the attached specifications, the Request for Proposal and Contractor's proposal, together with this contract, constitute the contract documents.

1. Contract Term. Contract period shall be 3 years from full execution of this agreement.
2. Performance. Lane County will meet with Contractor quarterly to evaluate the progress and performance of the Contractor with respect to the operation of the parking facilities and will set forth, in writing, the concerns which the County may have with respect to such operations. If reasonable changes are indicated, Contractor agrees to cooperate with the County to work out a reasonable and accepted method of effecting any such changes prior to the following quarterly meeting.
3. Cancellation. The contract may be cancelled by County at any time for any willful failure or refusal on the part of Contractor to faithfully perform the contract according to its terms, or upon ninety (90) days written notice by either party.
4. Contractor shall not permit any lien or claim to be filed or prosecuted against County or to be placed on any of the parking site properties or improvements thereon in connection with this contract and agrees to assume responsibility for, and defend, indemnify and hold County harmless against any such lien or claim.
5. Contractor shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any and all activities by Contractor, , in the performance of this agreement. CONTRACTOR further agrees to indemnify, defend and hold COUNTY, its Commissioners, agents, officers and employees harmless from all damages, losses and expenses including but not limited to attorney fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the

CONTRACTOR'S its agents, officers, employees and subcontractors performance of or failure to perform this contract.

6. Contractor is engaged as an independent contractor and will be responsible for any taxes, Workers' Compensation, unemployment insurance, or Social Security benefits arising out of payment hereunder. Likewise, any subcontractor hired by Contractor will be similarly responsible. A Certificate of Insurance for Workers' Compensation for Contractor and any subcontractor must be provided to County.
7. Services - General. Contractor agrees to provide as part of the basic service the following parking services, together with other services reasonably and necessarily related thereto in the specifications attached.
 - A. Monthly Permit Sales: Contractor shall be responsible for sale and distribution of monthly permits to eligible customers (as determined by County) not participating in automatic payroll deductions. Permit sales may be conducted by mail, via the internet, at the booth on lot 734A on the last and first working day of each month (work days are Mon. – Fri) or through a combination of the described or other agreed upon methods. Monthly permit sales shall include sale and distribution of swing shift, night shift and part time permits pursuant to county policies. Contractor shall also be responsible for distribution via mail of quarterly permits to county employees participating in the payroll deduction program for payment of parking. County shall provide Contractor monthly reports noting the employee, amount deducted and lot for which the deduction was made. County and Contractor shall cooperate in obtaining employee addresses.
 - B. Lot Operation: Contractor shall operate lots 24 hrs./day, 7 days/week. Contractor shall be responsible for collection of parking fees from daily users and collection of parking fees from pay boxes located on lots. Contractor shall work with county to insure maximum use of lots by daily and monthly users without overcrowding.
 - C. Time Monitoring: Unless otherwise directed by County, Contractor shall monitor the lots at all times to insure that customer's use of the lots is commensurate with parking fees paid.
 - D. Provision of Metering Devices and Installation/Repair of Devices: Contractor shall provide, install and maintain at contractor's expense vendor owned parking lot metering devices for all lots, Lots 732B, 741 and 742 excepted, that provide a receipt for the date and time used, hours purchased and lot location for parking. In

addition, the devices shall provide for credit/debit card charges. It shall be the contractor's responsibility to assure that said metering devices are installed and maintained in conformance with the Americans with Disabilities Act. Instructions for use of metering devices by customers shall be on or near the devices. Contractor agrees to display instructions in Spanish as well if requested by County. County shall provide electrical power to locations unless solar or battery powered devices are employed. Vendor may include vendor name, address and telephone information on the metering device. Contractor and County can mutually agree to exclude individual lots from meeting some or all of the above requirements for metering devices.

- E. Custodial Cleanup and Minor Maintenance and Repairs: Contractor shall clean the lots daily, including the stairwells on the Butterfly and PSB lots, of all trash, debris, bottles, broken glass, etc (County shall supply access to a dumpster for disposal of daily trash). Leaf removal shall be done as required but not less than twice weekly between October 1st and January 1st. Contractor shall be responsible for disposal of leaves. Contractor shall have lots 734B and 732B power swept twice each month and the remaining county lots power swept monthly. Stairwells on the Butterfly and PSB lots shall be power washed not later than April 1st, July 1st and October 1st of each year of the contract term. Contractor shall properly maintain the trench around the Upper PSB lot to insure it functions properly. During the term of the contract Contractor shall inform county of maintenance and repairs needed for the lots. Contractor shall include a proposal to perform needed maintenance and repairs and effect such maintenance and repairs upon approval by the county.
- F. Compliance with all Applicable Laws, Ordinances & Administrative Procedures: Contractor shall insure that the parking lots are operated in conformance with all applicable laws, ordinances, rules, regulations and administrative procedures of any public authority that affects the premises. Such conformance shall include, but is not limited to, conformance with the Americans with Disabilities Act. If any lot or location is found to be non-compliant, Contractor shall notify County as soon as possible with recommendations for correction.
- G. Free Parking Privilege Administration: Contractor shall issue and distribute free monthly parking permits as directed by the County. This may include persons performing volunteer work with the county, county employees stationed at sites other than the Public Service Building (PSB) who park on county lots when conducting

county business at the PSB and others as designated by the county. County shall inform contractor of the number of permits needed each month, for which departments, divisions or persons the permits are for and where or to whom the permits can be delivered. Delivery of said permits may be done by mail, directly to County Depts./Divisions or through County's internal courier system.

- H. Vehicle Impound: Contractor shall impound/tow vehicles from county lots as directed by the county. Vehicles subject to impound would include those with multiple, unpaid violations, abandoned vehicles and vehicles parked in a manner which would be hazardous to traffic flow, other vehicles or pedestrians. Contractor shall inform county of vehicles it determines should be impounded.
- I. Financial & Lot Usage Reporting: Contractor shall provide monthly financial reports to county noting the particular month's revenue by lot (lots 732A, 732B, 734A and 734B shall be treated as unique lots for reporting purposes). The report shall indicate amounts by source: employee payroll deductions, permits sold by contractor and to whom (monthly, part time, etc.) daily revenue and violations (total number of violations issued, voided and collected upon shall also be included). A financial reconciliation report should be provided to reconcile the monthly parking revenues evidenced from meter readings and other electronic means to deposits of parking revenues as described in paragraph 13. This reconciliation should agree to the total revenues used to calculate contractor's management fee. Any adjustments/discrepancies should be documented and investigated as appropriate. Financial reports shall be submitted by the fifteenth day of the subsequent month. Contractor shall also submit a monthly report noting the usage of each lot with respect to lot capacity and available space on each lot. The usage report shall note each type of permit sold or distributed for each lot, county vehicles parked on each lot, disabled parking spaces on each lot and committed/reserved spaces on each lot.
- J. Issuing/Administering Parking Violations: Contractor shall be responsible for monitoring the lots and issuing citations for parking violations. Parking violations shall include non-payment of parking fees, improperly parked vehicles and permitted vehicles parked in the incorrect lot. The lots shall be monitored at all times in a manner consistent with contractor's proposal. Contractor shall be responsible for collection of parking violations. Contractor shall pay county ½ (one-half) of the amount collected from violations including any additional charges levied by Contractor such as a late

payment fee. Contractor shall provide monthly reports to County noting citations issued, collected, voided and amount paid to County for collected violations. As directed by County, Contractor shall void any particular citation/violation it has issued.

8. Personnel. Contractor shall employ sufficient personnel to operate and maintain the parking facilities in accordance with the terms of this Agreement. Contractor shall be solely responsible for all matters pertaining to such personnel, including compensation and withholdings. Contractor agrees to dispense with the services of any employees whose conduct County reasonably determines is detrimental to the public interest served by the parking facility.
9. Promotion and Best Efforts. Contractor will use its best efforts to promote the public's use of the parking facilities and to implement the promotion programs which it proposed at the time it submitted its proposal for this Agreement. Contractor acknowledges that good public relations are necessary in the proper management of a parking facility. Therefore, Contractor agrees at all times during this Agreement to strive for and develop good public relations and to require the same of its agents and employees in all aspects of the operation of the parking sites.
10. Hours of Operation. The parking facilities shall be open twenty-four (24) hours a day, seven (7) days a week during the entire year. These provisions will not, however, prohibit the closure of the parking sites, or any portion thereof, for a reasonable time for the purpose of making repairs, remodeling or improvements, at such times, as the County shall approve and such approval not to be unreasonably withheld. Approval for closures shall be given by the Director of the Department of Management Services or his/her designate.
11. Special Event Parking. County retains the right to arrange discounted or fee waiver arrangements when deemed in its best interest, provided Contractor is provided adequate notice.
12. Special Use Hours. County shall have the right to close any or all of the parking facilities for the purpose of using them, or allowing them to be used by parties other than the County, for any purpose deemed by the County to be in its best interest. Contractor shall cooperate with County, and such third party, in preparing any particular parking facility(ies) for such alternative uses. Such cooperation shall generally consist of displaying signs at the parking facility alerting users of its closure, preventing the entrance of vehicles, preventing the use of any designated area of a parking facility and removal of vehicles as directed by the County.

13. Deposits of Parking Revenues. Contractor will collect, count and will deposit all daily, monthly, and any other parking revenues it receives, into Contractor's bank account. A financial reconciliation report should be provided to reconcile the monthly parking revenues evidenced from meter readings and other electronic means to deposits of parking revenues. This reconciliation should agree to the total revenues used to calculate contractor's management fee. Any adjustment/discrepancies should be documented and investigated as appropriate. Contractor shall make a detailed reporting of all monthly miscellaneous revenues not later than the fifteenth day of each subsequent month.
14. Compensation. As compensation for services provided, Contractor shall be paid by County a monthly management fee of 14.623% of gross parking revenues. **All costs for contractor to perform its obligations under this agreement shall be included in the management fee.** Additional staff costs or compensation shall be negotiated for any special staffing requirements or events. Revenue from the collection of parking violations shall not be included in gross parking revenues for the purpose of calculating Contractor's management fee.
15. Standards of Operation, Care and Maintenance. Contractor shall be responsible for the reasonable and proper care and maintenance of the parking sites or improvements used in connection with the parking sites. Contractor shall be responsible for the repair of any damage to the parking facilities caused by Contractor's intentional or negligent conduct or the intentional or negligent conduct of Contractor's employees, agents or contractors. In maintaining and operating the parking sites, Contractor shall use reasonable care in protecting the parking facilities from damage by its agents, employees or contractors, and by any other persons. Contractor shall promptly notify County of any damage to the parking facilities, whether such damage is caused by Contractor, its agents, employees or contractors, or by other persons, known or unknown. Contractor will not remove or alter any of the parking structures or other facilities without Lane County's prior written approval.

All parking and contiguous surfaces will be kept free of debris, leaves and other materials. County will, as necessary, provide Contractor in writing a list of custodial and minor maintenance and repair items necessary to keep the facilities in good condition and repair. Contractor shall supply County with a date when the County reasonably can expect such items to be completed. Absent a response from Contractor within two (2) working days that said requests are, in the opinion of the Contractor, outside the scope of its responsibility, County will assume that the request will be acted upon and work completed within the County-stated time frame. If contractor has concerns about the appropriateness of the request, the Director of the Department of Management Services will be so notified in writing within two

(2) working days and negotiations between County and Contractor will proceed to resolve the matter.

16. Parking Fees - Amount. Parking fees, including employee discount, juror/volunteer fee waivers and violation fees, shall be subject to Lane County Board of Commissioners' Order and County Administrative Procedures Manual provisions. Attachment III details the current fee structure. County reserves the right to modify parking rates/fees at any time during the life of the agreement.
17. Compliance with Laws. With respect to Contractor's activities at the parking sites, Contractor will conform to all applicable laws, ordinances and administrative procedures of any public authority affecting the premises and use and correct at Contractor's own expense any failure of compliance created through contractor's fault or by reason of Contractor's use of or activity at the parking sites. Contractor will cooperate with the Department with respect to Department's overall responsibilities to serve the general public.
18. Records and Inspection. Contractor will maintain, in accordance with generally accepted accounting principles and procedure, complete, accurate and customary records and books of account of all its business activities in connection with the parking facilities and shall submit to County monthly expense statements within fifteen (15) days after the end of each month. Also, Contractor will maintain such additional records as the County may reasonably require from time to time with respect to Contractor's maintenance and other services performed under this Agreement and with respect to public's use of the parking facilities and all other activities at the parking sites and to make periodic reports, as reasonably required by County, pertaining to all such activities at the parking sites. County shall be entitled at reasonable times during business hours to inspect and audit and make copies of any and all of Contractor's records pertaining to all of Contractor's activities at the parking sites.
19. Taxes. The parties do not intend that this Agreement constitute a lease of any of the parking site properties or facilities. It is the intent of the County that the Contractor will be held harmless from any real and/or personal property taxes levied against County owned property.
20. Liability Insurance. Insurance and Bonding: CONTRACTOR shall provide all insurance as stipulated in the attached "Insurance Coverages Required" page.

As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a certificate of insurance to: Lane County Risk Management, 125 East Eighth Avenue, Eugene OR 97401. The certificate

shall specify "Lane County, its commissioners, officers, employees and agents" as Additional Insureds and must include a notice provision regarding cancellation. 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.

Continuation of Coverage: There shall not be cancellation, material change, reduction or exhaustion of aggregate limits, or intent not to renew insurance coverage without CONTRACTOR providing ten days written notice to COUNTY. Should any policy be cancelled before final payment of 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.

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 from damages resulting from CONTRACTOR'S operations under this contract.

21. Property Insurance. County will maintain fire insurance on all equipment and buildings owned by the County and used in connection with or at the parking sites. Contractor shall be responsible for maintaining insurance on its own personal property and goods.
22. Equipment, Tools and Supplies. To properly maintain and equip the parking sites and their various components and facilities as required by this Agreement, it will be necessary for Contractor to own, lease or otherwise have the right to use appropriate equipment, tools and supplies designed for the parking program and maintenance operations including meter equipment as deemed necessary for proper control of revenues from parking facilities. Any associated cost shall be Contractor's responsibility and included as part of the management fee.
23. Bond. As assurance for Contractor's faithful performance of its obligations under this Agreement, Contractor shall provide County with a faithful performance bond in a form approved by the County in an amount of not less than \$25,000.
24. Restrictions on Use. Contractor shall not use the parking facilities or allow any other person to use the facilities for any other purpose other than activity in relation to the operation of parking on the property, unless otherwise approved in writing by the Director of the Department of Management Services prior to such other activity.

25. Alterations and Improvements. Contractor shall make no alterations or improvements to any of the facilities at the parking sites without first obtaining County's prior written consent.
26. Restriction on Transfer. This contract is personal between the parties and shall not be assigned by Contractor without the prior written consent of the County.
27. General Contract Conditions. The provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as it fully set forth herein.
28. Default. If Contractor defaults in its performance under this Agreement, County may terminate this Agreement and exercise available legal and equitable remedies.
29. County's Representative. Until otherwise advised in writing by the Director of the Department of Management Services, the Property Management Officer shall be the agent of the County with respect to this Agreement.
30. Priority of Documents. In the event of conflict or discrepancies among the contract documents, interpretations will be based on the following order of priority:
 - a. The Materials and Services Agreement for Parking facilities Administration Services and applicable Lane Manual 21.130 provisions.
 - b. Insurance Coverages Required
 - c. The County's Request for Proposal
 - d. The Proposer's proposal in response to the Request for Proposal.
31. 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 subcontract.
32. 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.

33. 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.
34. Contractor is not currently employed by County, and will not be under the direct control of County.
35. 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.
36. 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.
37. The Contractor certifies s/he has all necessary licenses, permits or certificates of registration (including Construction Contractors Board registration, if applicable), necessary to perform the work covered by this Contract, and 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.
38. Modifications or amendments to this Contract shall be effective only if in writing and executed by both parties.
39. 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.
40. 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 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.

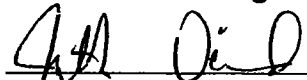
**LANE COUNTY PARKING FACILITIES MANAGEMENT SERVICES
CONTRACT SIGNATURE PAGE**

In consideration of the covenants set forth below, **Diamond Parking Services, LLC**, hereinafter referred to as Contractor, and **Lane County**, a political subdivision of the State of Oregon, acting by and through its Board of County Commissioners, hereinafter referred to as County, mutually contract as follows:

Contractor agrees and covenants with County that the Contractor will comply with the option proposed and awarded as per specifications, of the proposal and request for proposal attached hereto and incorporated herein in full, at the commission rates as stated in the proposal, in accordance with the attached specifications identified as personal services specifications for parking facilities management. All of the attached specifications, together with this contract, constitute the contract documents. All applicable standard contract provisions stated in Lane Manual 21.130 (attached) shall apply, and are incorporated into this contract by reference thereto.

IN WITNESS WHEREOF, the parties hereto have executed this contract as dated below.

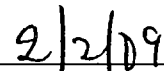
Diamond Parking Services, LLC:



Signature



Print Name/Title



Dated

Federal Tax ID #

Lane County:

Jeff Spartz, County Administrator

Dated

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:

- X **COMPREHENSIVE COMMERCIAL GENERAL LIABILITY** insurance including personal injury, bodily injury and property damage with limits as specified below. The insurance shall include:

COVERAGES

LIMITS

<u> </u>	Explosion & Collapse	<u> X </u>	\$2 million per occurrence
<u> </u>	Underground Hazard	<u> </u>	Limits of the Oregon Tort Claims Act (ORS 30.370), present limits \$500,000 per occurrence
<u> X </u>	Products/Completed Operations		
<u> X </u>	Contractual Liability		
<u> </u>	Broad Form Property Damage	<u> </u>	Other
<u> </u>	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

<u> X </u>	\$1 million per occurrence	
<u> </u>	Not less than the limits of the Oregon Tort Claims Act (ORS 30.270) presently at \$500,000 per occurrence	<u> </u> Other

- PROFESSIONAL LIABILITY** insurance – with limits not less than \$ _____

- X **ADDITIONAL INSURED CLAUSE** The liability insurance coverage's required for performance of this contract shall be endorsed to name Lane County, its commissioners, officers, agents and employees as additional insureds on any insurance policies required herein with the respect to Provider's activities being performed under the Contract. The additional insureds must be named as an additional insured by endorsement, and the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

- 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 X Limits of \$500,000.

- BUILDER'S RISK** insurance special form. Limits to be the value of the contract or \$ _____.

- FIDELITY BOND** covering the activities of any person; named or unnamed, responsible for collection and expenditures of funds. Limit \$ _____ per employee.

Any questions concerning insurance and indemnity should be directed to Lane County Risk Management at 541-682-4392.

ATTACHMENT III

PARKING LOT FEE SCHEDULE

Monthly Parking Rates

<u>Lot #</u>	<u>& Name</u>	<u>County Employee</u>	<u>LC Peace Officers Association (LCPOA)</u>	<u>Non-Employee</u>
730	Gas Station Lot	\$33.00	\$26.00	\$51.00
731	South Jail Lot	\$33.00	\$26.00	\$51.00
732A	Upper PSB	\$40.00	\$32.00	\$51.00
732B	Lower PSB	\$52.00	\$41.00	\$62.00
733	West Annex Lot	\$33.00	\$26.00	\$51.00
734A	Upper Butterfly	\$40.00	\$32.00	\$51.00
734B	Lower Butterfly	\$46.00	\$37.00	\$57.00
735	Central Blueprint	\$33.00	\$26.00	\$51.00
736	East Annex Lot	\$33.00	\$26.00	\$51.00
741	10 th & Lincoln	\$33.00	\$26.00	\$51.00
742	151 W. 7 th Ave.	Lot 742 is not a pay lot at this time.		

DAILY RATES

\$2.00 for First Hour or Portion Thereof (Lot 733 is
\$1.00 for the first hour or portion thereof)
\$1.00 for Each Additional Hour
\$6.00 Maximum Per Day
\$2.00 Evening (5:00 PM – 7:00AM)

EXCEPTIONS:

~~732B~~ E752 No Public Parking
~~734B~~ E754 Permit-Only from 7am – 5 pm
741 No Paid Public Parking
742 No Paid Public Parking

PART TIME/ EVENING/NIGHT/MOTORCYCLE RATES

- Part time employees (20 hours or less) weekly, or less than 80 hours monthly pay ½ the lot rate they are parking on.
- Evening/Night employees (3:00 pm to 7:30 am) - LCPOA members - \$14/month. All other County employees - \$18/month.
- Motorcycles - \$20/month in areas designated by County.

NOTE: VENDORS SHOULD NOT ASSUME ANY INCREASES IN PARKING RATES DURING THE CONTRACT TERM

PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS;

THAT Diamond Parking Services, LLC, (hereinafter called "Principal") and Hartford Fire Insurance Company, a Connecticut corporation authorized to transact surety business in the State of Oregon, (hereinafter called "Surety"), as Surety, are held and firmly bound unto Lane County, a political subdivision of the State of Oregon, (hereinafter called "Obligee") in the full and just sum of, TWENTY FIVE THOUSAND AND No/00 Dollars, (\$25,000.00), for which payment, well and truly to be made, the Principal and Surety hereby bind themselves, their successors and assigns, jointly and severally by these presents.

WHEREAS, the Principal and Obligee have entered into a contract – to operate parking facilities in accordance with request for proposal LCP 2008-10.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal shall faithfully observe, fulfill, and perform each and every term, condition, or obligation contained in said Contract, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED HOWEVER,

1. Notwithstanding the fact that the term of the said contract is from February 1, 2009 to January 31, 2012, it is understood by all parties to this Permit that the term of this bond shall begin on February 1, 2009 and is continuous in nature until canceled as provided below.
2. The liability of the Surety shall in no event exceed the penal sum of the bond regardless of the number of extensions or years it may be in effect.
3. That in the case of default, the Obligee will give written notice to the surety within 10 (ten) days thereafter.
4. No right of action shall accrue under this bond to or for the use or benefit of anyone other than the named Obligee or its successors or assigns. No assignment by the Principal shall be effective without the written consent of the surety.
5. The surety may cancel this bond at any time by giving the Obligee forty-five (45) days written notice of its desire to be relieved of liability. It is understood that the Surety shall not be discharged of any liability already accrued prior to the effective date of cancellation.

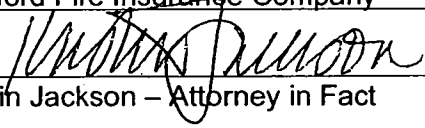
6. The Surety's liability under this bond shall not extend in any manner nor will the Surety be responsible to pay any sums due related to hazardous waste clean up, wetlands mitigation, remediation actions or removal or responsibility for any of these pollution risks whatsoever or for tort liability.

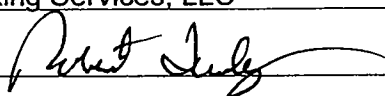
7. Neither the non-renewal or cancellation by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal or cancellation shall constitute a loss or potential loss to the Obligee that is recoverable under this bond or any renewal or continuation thereof.

8. No modification of the Contract guaranteed by this bond shall be binding on the Surety or covered by this bond without the written consent of the Surety.

IN WITNESS WHEREOF, said Principal and Surety have cause these presents to be executed in their names and by their seals to be hereunder affixed on this 3rd day of February, 2009.

SIGNED AND SEALED THIS 3rd DAY OF February, 2009

Surety: Hartford Fire Insurance Company
By: 
Kristin Jackson – Attorney in Fact

Principal: Diamond Parking Services, LLC
By: 
Name and title: Secretary / CFO

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

690 ASYLUM AVENUE

HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 52-811110

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Kristin Jackson, Dean R. Young, Carl M. Lovsted III, Teresa Glombecki, Mark S. Schaa, Jenny Kane
of
Bothell, WA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholz

Paul A. Bergenholz, Assistant Secretary

David T. Akers

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 4th day of August, 2004, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Pascka

Scott E. Pascka
Notary Public

My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of

Signed and sealed at the City of Hartford.

February 3, 2009



Gary W. Stumper

Gary W. Stumper, Assistant Vice President

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID GD
DIAM001DATE (MM/DD/YYYY)
02/03/09

PRODUCER Lovsted-Worthington LLC P.O. Box 607 Bothell WA 98041 Phone: 425-486-1291 Fax: 425-486-6140	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Diamond Parking, Inc 605 First Ave, Suite 600 Seattle WA 98104-2224	INSURER A: Chubb Custom	
	INSURER B: Federal Insurance Company	
	INSURER C: American Home Assurance Co	
	INSURER D: Scottsdale Insurance Company	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	79572244	07/15/08	07/15/09	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
						GEN'L AGGREGATE LIMIT APPLIES PER:	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B		AUTOMOBILE LIABILITY	73547935	07/15/08	07/15/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
A		GARAGE LIABILITY	79572244	07/15/08	07/15/09	AUTO ONLY - EA ACCIDENT	\$ 150,000
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC AGG	\$ 1,000,000
D		EXCESS/UMBRELLA LIABILITY	XL80053267	07/15/08	07/15/09	EACH OCCURRENCE	\$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2,000,000
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC3428186	07/15/08	07/15/09	WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Station #E732 Various locations owned by Lane County, Eugene, OR
Lane County, its Commissioners, officers, agents and employees are additional insureds. Replaces certificate dated 7/10/08 and 1/30/09

CERTIFICATE HOLDER

LANEC-0

Lane County
Jeff Turk
125 E 8th Ave
Eugene OR 97401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.