



## DESCHUTES COUNTY DOCUMENT SUMMARY

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections **above** the Official Review line.

**Date:**

**Department:**

**Contractor/Supplier/Consultant Name:**

**Contractor Contact:**

**Contractor Phone #:**

**Type of Document:** Grant Agreement

**Goods and/or Services:** Contractor will provide a variety of support services for the Department of Solid Waste including litter control, assistance with special events, facility maintenance, etc.

**Background & History:** The Department of Solid Waste has had a longstanding relationship with the Heart of Oregon Corps, a non-profit group that works with at-risk youth. They have the ability to provide youth work crews on short notice for various needs for Solid Waste, giving our needs top priority over other projects they may be working on. The Heart of Oregon has become a vital component to our operations, allowing us to be very proactive in areas that are typically difficult to address. This is a unique organization and a unique relationship. Because of this, the agreement is formatted as a grant rather than a personal services contract.

**Agreement Starting Date:**

**Ending Date:**

**Annual Value or Total Payment:**

---

Insurance Certificate Received (check box)

Insurance Expiration Date:

---

Check all that apply:

RFP, Solicitation or Bid Process

Informal quotes (<\$150K)

Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

---

**Funding Source:** (Included in current budget?  Yes  No)

If **No**, has budget amendment been submitted?  Yes  No

---

**Is this a Grant Agreement providing revenue to the County?**  Yes  No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter:  Yes  No

Contact information for the person responsible for grant compliance:

Name:

Phone #:

Departmental Contact and Title: Timm Schimke, Director of Solid Waste  
Phone #: 317-3177

Department Director Approval: Timm Schimke 6-14-16  
Signature Date

Distribution of Document: Return documents to Solid Waste for distribution.

---

**Official Review:**

County Signature Required (check one):  BOCC  Department Director (if <\$25K)

Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. \_\_\_\_\_)

Legal Review \_\_\_\_\_ Date \_\_\_\_\_

Document Number 2016-288

REVIEWED  
 LEGAL COUNSEL

	<b>For Recording Stamp Only</b>
--	---------------------------------

**DESCHUTES COUNTY  
 DEPARTMENT OF SOLID WASTE  
 Deschutes County Document No. 2016-288  
 GRANT AGREEMENT**

This Agreement is between Deschutes County, acting by and through its Department of Solid Waste (County) and The Heart of Oregon Corps, Inc. (Recipient).

Recipient Data	County Data
<b>Project Officer:</b> Laura Handy, Executive Director <b>Organization:</b> The Heart of Oregon Corps, Inc. PO Box 279 Bend, OR 97709  <b>Phone:</b> 541-633-7834 <b>Fax:</b> 541-383-0165 <b>E-Mail:</b> laura.handy@heartforegon.org	<b>Project Officer:</b> Timm Schimke, Director Department of Solid Waste 61050 S.E. 27 <sup>th</sup> Street Bend, OR 97702  <b>Phone:</b> 541-317-3163 <b>Fax:</b> 541-317-3959 <b>E-Mail:</b> timm.schimke@deschutes.org

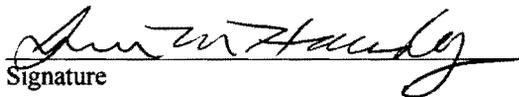
1. **Effective Date and Duration:** This Agreement is effective on the date that every party has signed this Agreement. Unless earlier terminated or extended, this Agreement expires **June 30, 2017**.
2. **Statement of Work:** The statement of work, is contained in Exhibit A. Recipient agrees to perform the work in accordance with the terms and conditions of this Agreement.
3. **Grant Funds Disbursement:** The maximum, not-to-exceed grant funds payable to Recipient under this Agreement, which includes any allowable expenses, is **\$175,000.00**. Payment for all work performed under this Agreement shall be made as set forth in Exhibit A.
4. **Subcontracts:** Recipient is authorized to subcontract for any or all of the work scheduled under this Agreement without obtaining prior written consent from the County's Project Officer.
5. **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by both parties. Recipient shall notify County's Project Officer in writing no later than thirty (30) calendar days before this Agreement expires of any proposed amendments to the Agreement. No payment will be made for any services performed after the expiration date of this Agreement. This Agreement will not be amended after the expiration date.
6. **Termination:**
  - a. This Agreement may be terminated by mutual consent of both parties or by the County upon 30 days written notice. This notice may be transmitted in person, by mail, facsimile or by Email.
  - b. The County may terminate this Agreement effective upon delivery of written notice to the Recipient, or at such other date as may be established by the County under any of the following conditions:

- i. If County funding is not obtained and continued at levels sufficient to allow for purchase of the specified services. When possible, and when agreed upon, the Agreement may be modified to accommodate a reduction in funds.
  - ii. If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement, or are no longer eligible for the funding proposed for payments authorized by this Agreement.
  - iii. If the Recipient fails to perform the work specified herein, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the County, fails to correct such failures within ten (10) days or such longer period as the County may authorize.
7. Funds Available and Authorized: The County certifies at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within the County's current appropriation and limitation. Recipient understands and agrees that the County's payment of amounts under this Agreement attributable to work performed after the last date of the current fiscal year is contingent on the County receiving appropriations, limitations, or other expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement. In the event that the County fails to receive appropriations, limitations or other expenditure authority, the County may terminate this Agreement without penalty or liability to the County, effective upon the delivery of written notice to Recipient, with no further liability to Recipient.
8. Reporting: Recipient shall immediately notify the County of developments that have a significant impact on activities funded by this Agreement including delays or adverse conditions which materially impair Recipient's ability to meet the objectives of the Agreement. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.
9. Grant Requirements: All equipment and materials purchased with funds made available by this Agreement must be used only for purposes of the same general nature outlined in this Agreement. Use of grant funds is expressly prohibited for activities or work performed outside the borders of Deschutes County.
10. Captions: The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
11. Access to Records: The County and their duly authorized representatives shall have access to the books, documents, papers and records not otherwise privileged under law of the Recipient which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcript.
12. Indemnity: To the extent permitted by law, the recipient shall defend, save, and hold harmless the County, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the recipient or its sub-contractors, agents, or employees in connection with this grant or the project.
13. Recipient Not an Agent of County: It is agreed by and between the parties that Recipient is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Recipient delivers services under this Grant or exercise any control over the activities of Recipient. Recipient is not an officer, employee or agent of County as those terms are used in ORS 30.265. Recipient covenants for itself and its successors in interest and assigns that it will not claim or assert that Recipient is an officer, employee or agent of the County, as those terms are used in ORS 30.265.
14. Compliance with Applicable Law: Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246 as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance

Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. County's performance under the Agreement is conditioned upon Recipient's compliance with the provisions of ORS 279.312, 279.314, 279.316 and 279.320, which are incorporated by reference herein.

15. Merger Clause: THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL, OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE RECIPIENT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS

RECIPIENT:

  
Signature

Executive Director  
Title

Laura M Handy  
Name (Please Print)

6-9-16  
Date

DESCHUTES COUNTY:

DATED this 14 Day of JUNE 2016

DATED this \_\_\_\_ Day of \_\_\_\_\_ 2016

DIRECTOR OF SOLID WASTE

BOARD OF COUNT COMMISSIONERS  
OF DESCHUTES COUNTY, OREGON

  
TIMM SCHIMKE

ALAN UNGER, CHAIR

TAMMY BANEY, VICE CHAIR

ANTHONY DeBONE, COMISSIONER

ATTEST

Recording Secretary

**Exhibit A**  
**Deschutes County Document No. 2016-288**  
**Grant Agreement Scope of Work**  
**Grant Recipient: The Heart of Oregon Corps**

1. Work to be performed under this agreement includes, but is not limited to various maintenance tasks such as litter removal, general site cleaning, maintenance and repair, weed and brush removal at County solid waste facilities.
2. The Recipient shall furnish the following:
  - a. One (1) Heart of Oregon Corps crew on a mutually agreed upon schedule for each project or work assignment. Unless agreed upon otherwise, a crew shall consist of one (1) Adult Crew Leader, and no fewer than four (4) Youth Laborers. Upon mutual agreement, crews shall be made available for weekend work on special projects including, but not limited to special collection events for yard debris and appliances.
  - b. Transportation and ordinary materials and equipment required for the work performed under this agreement. Ordinary materials and equipment includes, but is not limited to safety apparel, gloves, shovels, rakes, brooms, weed and brush trimmers, chainsaws, fuels and lubricants.
3. The County will furnish any special fees, materials and equipment required for project or work assignments including, but not limited to disposal fees, litter bags or containers, power washer(s), and construction materials.
4. The Recipient shall submit an invoice monthly to the County. The invoice shall include detail on the nature of work performed, hour and staffing utilized and site work was performed at. The Recipient will be compensated for the agreed upon services performed at the following hourly rates:

Adult Crew Leader	\$25.75/hr
Youth Laborer	\$15.60/hr

**EXHIBIT B  
 DESCHUTES COUNTY GRANT AGREEMENT  
 Contract No. 2016-288  
INSURANCE REQUIREMENTS**

**Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below. Insurance coverage must apply on a primary or non-contributory basis. All insurance policies, except Professional Liability, shall be written on an occurrence basis and be in effect for the term of this contract. Policies written on a "claims made" basis must be approved and authorized by Deschutes County.**

**Contractor Name: The Heart of Oregon Corps, Inc.**

**Workers Compensation** insurance in compliance with ORS 656.017, requiring Contractor and all subcontractors to provide workers' compensation coverage for all subject workers, or provide certification of exempt status. Worker's Compensation Insurance to cover claims made under Worker's Compensation, disability benefit or any other employee benefit laws, including statutory limits in any state of operation with Coverage B Employer's Liability coverage all at the statutory limits. . In the absence of statutory limits the limits of said Employers liability coverage shall be not less than \$1,000,000 each accident, disease and each employee. This insurance must be endorsed with a waiver of subrogation endorsement, waiving the insured's right of subrogation against County.

**Professional Liability** insurance with an occurrence combined single limit of not less than:

Per Occurrence limit	Annual Aggregate limit
<input type="checkbox"/> \$1,000,000	<input type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Professional Liability insurance covers damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage, sometimes referred to as "tail coverage" for claims made within two years after the contract work is completed.

Required by County                       Not required by County (one box must be checked)

**Commercial General Liability** insurance with a combined single limit of not less than:

<u>Per Single Claimant and Incident</u>	<u>All Claimants Arising from Single Incident</u>
<input checked="" type="checkbox"/> \$1,000,000	<input checked="" type="checkbox"/> \$2,000,000
<input type="checkbox"/> \$2,000,000	<input type="checkbox"/> \$3,000,000
<input type="checkbox"/> \$3,000,000	<input type="checkbox"/> \$5,000,000

Commercial General Liability insurance includes coverage for personal injury, bodily injury, advertising injury, property damage, premises, operations, products, completed operations and contractual liability. The insurance coverages provided for herein must be endorsed as primary and non-contributory to any insurance of County, its officers, employees or agents. Each such policy obtained by Contractor shall provide that the insurer shall defend any suit against the named insured and the additional insureds, their officers, agents, or employees, even if such suit is frivolous or fraudulent. Such insurance shall provide County with the right, but not the obligation, to engage its own attorney for the purpose of defending any legal action against County, its officers, agents, or employees, and that Contractor shall indemnify County for costs and expenses, including reasonable attorneys' fees, incurred or arising out of the defense of such action.

The policy shall be endorsed to name ***Deschutes County, its officers, agents, employees and volunteers as an additional insured.*** The additional insured endorsement shall not include declarations that reduce any per occurrence or aggregate insurance limit. The contractor shall provide additional coverage based on any outstanding claim(s) made against policy limits to ensure that minimum insurance limits required by the County are maintained. Construction contracts may include aggregate limits that apply on a "per location" or "per project" basis. The additional insurance protection shall extend equal protection to County as to Contractor or subcontractors and shall not be limited to vicarious liability only or any similar limitation. To the extent any aspect of this Paragraph shall be deemed unenforceable, then the additional insurance protection to County shall be narrowed to the maximum amount of protection allowed by law.

Required by County                       Not required by County      (One box must be checked)

**Automobile Liability** insurance with a combined single limit of not less than:

Per Occurrence  
 \$500,000  
 \$1,000,000  
 \$2,000,000

Automobile Liability insurance includes coverage for bodily injury and property damage resulting from operation of a motor vehicle. Commercial Automobile Liability Insurance shall provide coverage for any motor vehicle (symbol 1 on some insurance certificates) driven by or on behalf of Contractor during the course of providing services under this contract. Commercial Automobile Liability is required for contractors that own business vehicles registered to the business. Examples include: plumbers, electricians or construction contractors. An Example of an acceptable personal automobile policy is a contractor who is a sole proprietor that does not own vehicles registered to the business.

Required by County                       Not required by County      (one box must be checked)

**Additional Requirements.** Contractor shall pay all deductibles and self-insured retentions. A cross-liability clause or separation of insured's condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate of Insurance Required.** Contractor shall furnish a current Certificate of Insurance to the County with the signed Contract. Contractor shall notify the County in writing at least 30 days in advance of any cancellation, termination, material change, or reduction of limits of the insurance coverage. The Certificate shall also state the deductible or, if applicable, the self-insured retention level. Contractor shall be responsible for any deductible or self-insured retention. If requested, complete copies of insurance policies shall be provided to the County.

Risk Management review

Date  
 May 12, 2016





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/25/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Kelly Cassady	
Conservation United		<b>PHONE (A/C, No, Ext):</b> (844) 559-8336	<b>FAX (A/C, No):</b> (602) 388-8110
PO Box 759		<b>E-MAIL ADDRESS:</b>	
Higley AZ 85236		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Great American	<b>NAIC #</b> 16691
<b>INSURED</b>		<b>INSURER B:</b>	
Heart of Oregon Corps Inc		<b>INSURER C:</b>	
PO Box 279		<b>INSURER D:</b>	
Bend OR 97709		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** CL1652500247 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	PAC429367601	5/23/2016	5/23/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Sexual Abuse Cov \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CAP429367701	5/23/2016	5/23/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		UMB429367801	5/23/2016	5/23/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Deschutes County, Its Agents, Officers, Employres & Volunteers are named as additional insured on the above General Liability when agreed to in written contract.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Deschutes County, Its Agents, Officers, Employees & Volunteers 1300 NW Wall Street Bend, OR 97701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> Robert Johnston/KCASS <i>Robert Johnston</i>

© 1988-2014 ACORD CORPORATION. All rights reserved.



Administrative Offices  
580 Walnut Street  
Cincinnati, Ohio 45202  
Tel: 1-513-369-5000

PAC4293676  
CG 82 24  
(Ed. 12 01)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SOCIAL SERVICE AGENCY GENERAL LIABILITY BROADENING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**1. The following provision is added to SECTION II - WHO IS AN INSURED**

**5. AUTOMATIC ADDITIONAL INSURED(S)**

**a. Additional Insured - Manager or Lessor of Premises**

**(1)** This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent property and which requires you to add such person or organization as an Additional Insured on this policy under:

**(a)** a written contract; or

**(b)** an oral agreement or contract where a Certificate of Insurance showing that person or organization as an Additional Insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

**(i)** currently in effect or become effective during the term of this policy; and

**(ii)** executed prior to the "bodily injury," "property damage," "personal and advertising injury."

**(2)** With respect to the insurance afforded the Additional Insured identified in Paragraph A.(1) of this endorsement, the following additional provisions apply:

**(a)** This insurance applies only to liability arising out of the ownership, maintenance or use of that portion of the premises leased to you.

**(b)** The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

**(c)** In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

**(d)** Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess,

Includes copyrighted material of Insurance Service Office with its permission.  
Copyright, Insurance Services Office, Inc., 2001

contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the "Additional Insured."

**b. Additional Insured - Funding Sources**

(1) This policy is amended to include as an Insured any Funding Source which requires you in a written contract to name the Funding Source (hereinafter called Additional Insured) as an Insured but only with respect to liability arising out of your premises, "your work" for such Additional Insured, or acts or omissions of such Additional Insured in connection with the general supervision of "your work" and only to the extent set forth as follows:

- (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions, and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (b) The coverage provided to the Additional Insured(s) is not greater than that cus-

tomarily provided by the policy forms specified in and required by the contract.

(c) In no event shall the coverages of Limits of Insurance in this Coverage Form be increased by such contract.

**c. Additional Insured - Contractual Obligations**

(1) This policy is amended to include as an Insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract" to include as an Insured, subject to all of the following provisions:

(a) Coverage is limited to liability arising out of:

- (i) your ongoing operations performed for such Additional Insured; or
- (ii) that Insured's financial control of you; or
- (iii) the maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
- (iv) a state or political subdivision permit issued to you.

(b) Coverage does not apply to any "occurrence" or offense:

- (i) which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract", or
- (ii) which takes place after you cease to be a tenant in that premises.

Includes copyrighted material of Insurance Service Office with its permission.

Copyright, Insurance Services Office, Inc., 2001

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal and Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

(i) the preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(ii) supervisory, inspection, or engineering services.

If an Additional Insured endorsement is attached to this policy and specifically names a person or organization as an Insured, then the coverage in **Section II - WHO IS AN INSURED 5. Automatic Additional Insured(s)** does not apply to that person or organization.

## 2. BLANKET WAIVER OF SUBROGATION

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Item 8. is replaced with:

### 8. Transfer of Rights of Recovery Against Others to us and Blanket Waiver of Subrogation

- a. If an Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your

work" done under a contract for that person or organization and included in the "products-completed operations hazard."

## 3. NON-OWNED OR CHARTERED WATERCRAFT

**Section I - Coverages, Coverage A, Item 2.g.(2)** is replaced with:

(2) A watercraft you do not own that is:

- (a) less than 51 feet long; and
- (b) not being used to carry persons or property for a charge.

## 4. BROADENED PERSONAL AND ADVERTISING INJURY

Unless "Personal and Advertising Injury" is excluded from this policy:

**SECTION V - DEFINITIONS** Item 14. is replaced by:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:
- a. false arrest, detention or imprisonment;
  - b. malicious prosecution;
  - c. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
  - d. oral, written, televised, videotaped, or electronic publication of material, in any manner, that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. oral, written, televised, videotaped, or electronic publication of material, in any manner, that violates a person's right of privacy; or

Includes copyrighted material of Insurance Service Office with its permission.

Copyright, Insurance Services Office, Inc., 2001

- f. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.e.
- g. the use of another's advertising idea in your "advertisement"; or
- h. infringing upon another's copyright, trade dress or slogan in your "advertisement."

**5. MENTAL INJURY, MENTAL ANGUISH, HUMILIATION, OR SHOCK INCLUDED IN BODILY INJURY DEFINITION**

Section V - Definitions, Item 3. is replaced with:

- 3. "Bodily injury" means physical injury, sickness, or disease, including death of a person. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

**6. MEDICAL PAYMENTS**

- A. The Medical Expense Limit in Paragraph 7. of SECTION III - LIMITS OF INSURANCE is replaced by the following Medical Expense Limit.

The Medical Expense Limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit.
- B. This provision 7. is subject to all the terms of SECTION III - LIMITS OF INSURANCE.
- C. This provision 7. does not apply if COVERAGE C. MEDICAL PAYMENTS is excluded either by the provisions of the Coverage Part or by endorsement.

**7. DAMAGE TO PREMISES RENTED TO YOU LIMIT**

- A. SECTION III - LIMITS OF INSURANCE, Item 6. is replaced with:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to your building, or to personal property of others in your care, custody and control while at premises rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

The Damage to Premises Rented To You Limit is replaced by the following Damage to Premises Rented To You Limit.

The Damage to Premises Rented To You Limit is the greater of:

- (1) \$300,000; or
- (2) the amount shown in the Declarations for Damage to Premises Rented to You Limit

- B. This provision is subject to all the terms of SECTION III - LIMITS OF INSURANCE.

- C. This provision 5. does not apply if Damage to Premises Rent to You Liability of COVERAGE A (SECTION I) is excluded either by the provisions of the Coverage Part or by endorsement.

**9. SUPPLEMENTARY PAYMENTS**

- A. In the SUPPLEMENTARY PAYMENTS - COVERAGES A and B provision, Item 1.b., and 1.d are replaced with:

- 1.b. Up to \$500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$500 a day because of time off work.

This endorsement does not change any other provision of the policy.