

DEPARTMENT OF
PUBLIC WORKS

GOVERNMENTAL CENTER

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS



AGENDA: SEPTEMBER 22, 1998

COUNTY OF SANTA CRUZ

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 95060-4070

(831) 454-2160

FAX (831) 4542385

September 10, 1998

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: SUBJECT: USED OIL RECYCLING PROGRAM

Members of the Board:

Under the direction of your Board, County staff has coordinated the Santa Cruz County Regional Oil Recycling Program on behalf of the County and the cities of Capitola, Santa Cruz, Scotts Valley, and Watsonville since 1994. The Public Works Department has, on an annual basis, secured grant funding from the California Integrated Waste Management Board (CIWMB) under the Used Oil Recycling Enhancement Act and negotiated contracts and amendments with vendors to carry out various aspects of the regional oil recycling program. In May 1998 the CIWMB approved continued grant funding of the program for the 1998/99 fiscal year in the amount of \$85,147.

The oil recycling program will be continued during the 1998/99 fiscal year, as in past years, with the assistance of several contractors. Most of the agreements with these contractors will be renewed or amended with minor changes; however, as the scope of work for one of the contractors, Ecology Action of Santa Cruz, will be revised for the new year, a contract is attached for your approval.

Under this contract, Ecology Action will provide a wide range of public awareness services to promote used oil recycling, including updating literature, conducting public presentations, and coordinating newspaper and electronic media advertising. A new feature of the program this year will be to conduct door-to-door education about oil recycling at selected multi-family housing complexes.

The cost for the Ecology Action contract is a not-to-exceed amount of \$30,000. Sufficient funds are available in the Oil Recycling Grant Budget for this purpose.

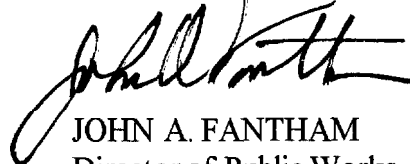
SANTA CRUZ COUNTY BOARD OF SUPERVISORS

Page -2-

It is therefore recommended that the Board of Supervisors take the following action:

1. Approve an Independent Contractor Agreement with Ecology Action of Santa Cruz to carry out motor oil recycling and public awareness services for a not-to-exceed amount of \$30,000.
2. Authorize the Director of Public Works to sign the agreement on behalf of the County of Santa Cruz.

Yours truly,



JOHN A. FANTHAM
Director of Public Works

JS:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Public Works

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0000225

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM:

PUBLIC WORKS

(Dept.)

(Signature)

9-8-98

(Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the COUNTY OF SANTA CRUZ (Agency)
and, Ecology Action of Santa Cruz, P. O. Box 1188, Santa Cruz, CA (Name & Address)
95061
2. The agreement will provide motor oil recycling and public awareness services.
3. The agreement is needed because the work can be done most expeditiously by Contract.
4. Period of the agreement is from July 1, 1998 to June 30, 1999
5. Anticipated cost is \$ 30,000.00 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Contract \$30,000.00; Overhead \$2,100.00; Total \$32,100.00
7. Appropriations are budgeted in 931265-3590-PO0136 (625110) (Index#) 3590 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and* encumbered. Contract No. 80061 Date 9/9/98
are not

GARY A. KNUTSON, Auditor - Controller

By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
Director of Public Works to execute the same on behalf of the Department of
Public Works (Agency).

Remarks:

(Analyst)

By

County Administrative Officer

Date

9-13-98

Agreement approved as to form. Date _____

JS:bbs

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss

I, _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____

19 _____

By _____ Deputy Clerk

43

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this _____ day of _____, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ECOLOGY ACTION OF SANTA CRUZ hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: PUBLIC AWARENESS SERVICES TO PROMOTE USED MOTOR OIL RECYCLING, AS DESCRIBED IN EXHIBIT "A," WORK PROGRAM.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: NOT TO EXCEED \$30,000, IN A MANNER DESCRIBED IN EXHIBIT "A," WORK PROGRAM.

3. TERM. The term of this contract shall be: JULY 1, 1998, TO JUNE 30, 1999.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance

maintained by County shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here ____/____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here ____.

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here ____/____.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad-form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY ____/____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial

General Liability Insurance shall be endorsed to contain the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz.”

(3) All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

DAN DEGRASSI
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET
ROOM 410
SANTA CRUZ, CA 95060

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

DAN DEGRASSI
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET
ROOM 410
SANTA CRUZ, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of

CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

12. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

13. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

14. ATTACHMENTS. This Agreement includes the following attachments:
EXHIBIT "A" SCOPE OF WORK.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR
ECOLOGY ACTION OF SANTA CRUZ

By: _____
Director of Public Works

By: _____
Address: P.O. BOX 1188
SANTA CRUZ, CA 95061

Telephone: (831) 426-5925

APPROVED AS TO FORM:

By: Samuel Ten J 9/9/98
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

JES:mg

ECM

0000232

**Ecology Action Work Program
Motor Oil Recycling Program
Fiscal Year 1998199**

A. Newspaper Advertising:

Update and implement display ad placement schedule with the approval of County staff. Create and format new camera ready newspaper advertisements. The ad campaign will include Spanish language versions of ads run in publications with Spanish speaking audiences. Implementation will begin at the beginning of the fiscal year and be consistently implemented throughout the year.

Staff Budget: 30 Consultant Hours
Material Costs: \$300.00

B. Radio Advertising, including PSA's:

Coordinate with outside advertisement consultants to place monthly radio ads promoting motor oil recycling, primarily to the Spanish-speaking community residents. Meet periodically with ad agency representative and regional committee members to discuss ad campaign, evaluate effectiveness and consider changes. Ads will be coordinated regionally with other municipal partners.

Staff Budget: 15 Consultant Hours
Material Costs: \$5,800.00

C. Community presentations, special events, school program:

Coordinate attendance at twenty-two special community events and three school presentations to promote motor oil recycling. Staff hours will include preparation time, travel time, display assembly and tear-down, and staff time at each event.

• **Table Display Events:** Conduct 15 presentations to the target promotion audience of "do-it-yourselfers". Promotion will take place in front of cooperating retail outlets and flea markets throughout the County.

• **High School Presentations:** Offer in-class presentations to all auto shop high school classes throughout the County. Include the following high schools: Santa Cruz, Aptos, Watsonville, Harbor, Soquel, and students from SLV HS going to Santa Cruz HS.

• **Auto Events:** Include community events specific to an interest in autos:
Woodies on the Wharf (June--Santa Cruz)
Concours d'Elegance (August-- Ben Lomond)

• **General Community Events:** Include community events of general interest:
Gym Jam (March--Scotts Valley)
Earth Day (April--Santa Cruz)
Boulder Creek Art & Wine Festival (May--SLV)
Monterey Bay Annual Coastal Cleanup (September--Santa Cruz)
First Nite (December--Santa Cruz)

Staff Budget: 225 Consultant Hours

D. Update promotional materials:

As requested by County staff, format and publish updated point of a purchase tear off sheet, used oil container label, and other promotion materials on available services.

Staff Budget: 25 Consultant Hours
Material Costs: \$700.00

E. Point of Sale Displays:

Maintain the existing point of sale displays at retail stores and place new point of sale displays as requested or needed:

- Develop and maintain a working relationship with at least one key staff member at each point of sale retail store.
- Make an unannounced visit to each display once a quarter to evaluate condition, visibility, general appearance, public accessibility, estimate of customer interest, and general effectiveness.
- Make a phone or in-person inquiry for each display on resupplying tear-off sheets at least once a quarter. Resupply display materials on an ongoing basis as requested by retail stores.

Staff Budget:

125 Consultant Hours

F. Illegal Dumping Education

Identify multi-unit housing developments where there is frequent illegal dumping of used motor oil. This problem has already been identified by the Motor Oil Recycling Advisory Board. Develop and implement a public outreach educational campaign targeted to these locations. Plan to visit the identified locations to disseminate informational flyers, door hangers, and recycling containers. To insure the greatest impact of our outreach efforts, we will knock on each door and personally explain the program. The educational outreach will be bilingual and bicultural. We plan to conduct two site visits: one in which we will present the educational material; the second to reinforce the initial effort and to evaluate the success of the program. We will visit three multi-unit housing developments throughout the year. The Villa San Carlos complex on Soquel Drive and the housing complex near the Buena Vista Landfill are two locations that have already been identified as candidates for this education.

Staff Budget:

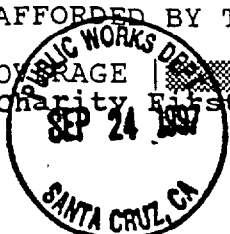
100 Consultant Hours

G. Reports and Evaluations:

1. Information to be included in monthly invoices:
 - (a) Consultant hours that month per workplan activity, year to date hours, total budgeted hours, and itemization of work performed.
 - (b) Receipts for material expenses.
2. Information to be included in quarterly progress reports:
 - (a) Sample of actual newspaper ads and articles published in local papers and newsletters.
 - (b) Sample of press packets and releases developed and distributed.
 - (c) Sample of any publications updated.
 - (d) POP displays maintained or newly placed, including name, address and phone number of retail stores, staff contact, **d a t e** visited or phoned, POP evaluation sheet.
 - (e) Date, name, location and number of attendees of each community event.
 - (f) Radio ad air time date(s) and content, with brief summary of periodic monitoring meeting.
 - (g) Documentation required by the CIWMB.
3. Evaluation Method(s):
 - (a) Quarterly review or as needed by advisory board for project area. Advisory board membership to include applicable jurisdictional staff members within the County of Santa Cruz participating in this program.
 - (b) A written annual evaluative report on all workplan areas due by 7/31/98.
 - (c) Meeting with County staff and advisory board by 5/31/98 to discuss changes to the program for FY 1998/99 and providing a written list of suggestions with budget.

Staff Budget:

60 hours

PRODUCER Wm. W. Kelly & Company, Inc. P. O. Box 1702 Santa Cruz, CA 95061 (408) 426-2090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. IT DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE: COMPANY A: Aetna/Travelers % Charity First COMPANY B: COMPANY C: COMPANY D: COMPANY E:
INSURED Ecology Action of Santa Cruz 125 Water Street Santa Cruz, CA 95060	

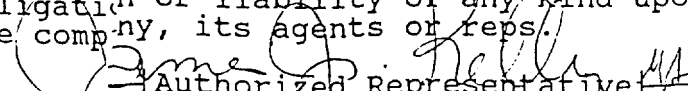
COVERAGES

This is to certify that 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.

CO INSURANCE POLICY NUMBER DATES

GENERAL LIABILITY <input checked="" type="checkbox"/> Gen Liability <input checked="" type="checkbox"/> Occ [] CM <input type="checkbox"/> OCP <input type="checkbox"/>	070 ACM 26093271	Effective 09/15/97 Expiration 09/15/98	\$ 2,000,000 General Agg Prod/CoOps Agg Pers/Adv Inj \$ 1,000,000 Occurrence Fire Damage Medical Exp
AUTO LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned <input type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input type="checkbox"/> Garage Liab <input type="checkbox"/>	G70 ACM 26093271	Effective: 09/15/97 Expiration: 09/15/98	\$ 1,000,000 CSL BI (person) BI (accident) PD
EXCESS LIABILITY <input type="checkbox"/> Umbrella <input type="checkbox"/> Other		/ / / /	\$ Occurrence \$ Aggregate
WORKERS COMP AND EMPLOYERS LIAB		/ / / /	[] Statutory Lmts Each Accident Disease-Limit Disease-Emp
		/ / / /	\$ \$

Description of operations/locations/vehicles/other
 Certificate holder named additional insured with regards to issued contract

CERTIFICATE HOLDER County of Santa Cruz Attn: Jeffrey Smedberg 701 Ocean street Santa Cruz, California 95061	CANCELLATION Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall pose no obligation or liability of any kind upon the company, its agents or reps.  Authorized Representative
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0000236 330

NG

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807, SAN FRANCISCO, CA 94101-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 11-01-87

POLICY NUMBER: 1221315 - 97
CERTIFICATE EXPIRES: 11-01-98ECOLOGY ACTION OF SANTA CRUZ
P.O. BOX 1188
SANTA CRUZ, CA 95061JOB: PROOF OF INSURANCE
CERTIFICATE

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner, to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days' advance written notice to the employer.

We will also give you 10 days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance 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.

Kenneth C. Bollier
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000.00 PER OCCURRENCE.

EMPLOYER

LEGAL NAME