

CERTIFICATE OF COVERAGE

Agent Brown & Brown Insurance Services, Inc. 601 SW 2nd Avenue, Suite 1200 Portland, OR 97204 www.bbrown.com		This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the coverage document. This certificate does not amend, extend or alter the coverage afforded by the coverage documents listed herein.		 citycounty insurance services		
Named Member or Participant City of Bend PO Box 1458 Bend OR 97709		Companies Affording Coverage COMPANY A - Citycounty Insurance Services (CIS) COMPANY B - National Union Fire Ins Co of Pitts COMPANY C - Multiple COMPANY D - Federal Insurance Company COMPANY E -				
LINES OF COVERAGE						
This is to certify that coverage documents listed herein have been issued to the Named Member herein for the Coverage period indicated. Not notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.						
Type of Coverage	Company Letter	Certificate Number	Effective Date	Termination Date	Coverage	Limit
General Liability <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	A	25LBEN	7/1/2025	7/1/2026	General Aggregate: 30,000,000 Each Occurrence: 10,000,000	
Auto Liability <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	25LBEN	7/1/2025	7/1/2026	General Aggregate: None Each Occurrence: 10,000,000	
Auto Physical Damage <input checked="" type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	A	25APDBEN	7/1/2025	7/1/2026	Per Schedule	
Property						
Boiler and Machinery						
Excess Liability						
Excess Crime						
Excess Earthquake						
Excess Flood						
Cyber Security					Claims-Made/Aggregate:	
Difference in Conditions						
Description: RE: Operations of Insured with respects to use of building by Bend Police Dept. Property location: 1164 NW Bond Street, Bend, Oregon 97703 CIS Trust General and Auto Liability Coverage Agreement - CIS GL/AL applies. Refer to attached. Subject to policy terms, conditions and exclusions.						
Certificate Holder: Deschutes County Property Management PO Box 6005 Bend OR 97708-6005		CANCELLATION: Should any of the coverage documents herein be cancelled before the expiration date thereof, CIS will provide 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon CIS, its agents or representatives, or the issuer of this certificate.				
		By: Ron Cutter		Date: 1/7/2026		

CIS TRUST

GENERAL AND AUTO LIABILITY COVERAGE AGREEMENT

This is an agreement between the **Trust**, as defined herein, and the **named member** identified in the General & Auto Liability Coverage Declarations as "Named Member" for "Public Entity Liability Coverage" for the applicable coverage period. Various provisions of this agreement restrict coverage. Read the entire coverage agreement carefully to determine rights, duties, and what is and what is not covered. Words or phrases that appear in **bold-faced** type have special meaning and are defined in Sections 1, 10B, 11B, and 12C.

1. DEFINITIONS

- A. **"Administration"** means:
 - (1) Giving counsel to employees with respect to the **employee benefit programs**;
 - (2) Interpreting the **employee benefit programs**;
 - (3) Handling records in connection with **employee benefit programs**;
 - (4) Effecting enrollment, termination or cancellation of employees under the **employee benefits programs**;provided all such acts are authorized by the **named member**.
- B. **"Airport"** means any area of land or water that is intended for the landing and takeoff of aircraft, and includes its buildings and related facilities, if any.
- C. **"Bodily Injury"** means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. **"Claim"** means any notice or demand to the **named member** by or on behalf of a party seeking **damages** that reasonably communicates to the **named member** the party's intent to seek money **damages** from the **member**.
- E. **"Covered Auto"** means any vehicle designed for land transportation, whether or not licensed for highway use, and owned or operated by the **member**.
- F. **"Damages"** means all sums recoverable by law from any liability covered under this coverage agreement, including punitive damages if awarded, but not including any sums awarded for plaintiff's attorney fees, or expert fees, under any statute including but not limited to, 42 U.S. Code, 1988, in any case in which monetary damages are not sought or not awarded. Damages do not include:
 - (1) Costs necessary to comply with injunctions or declaratory relief.
 - (2) Sums recoverable for breach of contract; express or implied.

- (3) Sums awarded as compensation due or accruing to the benefit of the employee while still employed by the **named member**.
- (4) Sums sought or awarded for claims of unjust enrichment, money had and received or replevin.
- (5) Sums due to taxing authorities, insurance programs, or retirement plans as a result of an award of damages or claim settlement.
- (6) Fines or penalties assessed to the Member for non-payment of taxes, insurance contributions or retirement plan contributions.

G. **"Employee benefit programs"** shall mean group life insurance, group health insurance, profit sharing plans, pension plan, employee stock subscription plans, workers' compensation, unemployment insurance, social security, disability benefits insurance and travel, savings or vacation plans.

H. **"Fungus or fungi"** includes but is not limited to any form or type of mold, mushroom or mildew.

I. **"Hazardous properties"** means radioactive, toxic or explosive properties.

J. **"Hospital" or "nursing home"** means any facility with an organized medical staff, with permanent facilities that include inpatient beds and with medical services, including physician services and continuous nursing services under the supervision of registered nurses, to provide diagnosis and medical or surgical treatment including but not limited to providing treatment for 1) acutely ill patients and accident victims, 2) mentally ill patients or 3) patients in special inpatient care facilities. However, in-patient care facilities incidental to correctional facilities shall not be considered a **hospital or nursing home**.

K. **"Member"** means the entity named on the declarations page and its officers, employees and agents including volunteers, authorized to act on behalf of the **named member**, all acting within the scope of their employment or duties whether arising out of a governmental or proprietary function. The term **member** shall also include **additional members** to the extent coverage is afforded under the definition of **additional member**.

- (1) **"Named member"** means the entity named as such on the Declarations page of the coverage agreement,
- (2) **"Additional member"** means any party whom a public body covered under this coverage agreement has agreed to hold harmless, indemnify or defend pursuant to a contract or other agreement lawfully entered into by such public body. However, in no event shall coverage under this coverage agreement extend to such party for any **claim** arising out of an **occurrence** after the expiration of this coverage agreement or the expiration of the contract or agreement entered into by the public body, whichever shall occur first. Further, in no event shall coverage under this coverage agreement extend to such party for any **claim**, however or whenever asserted, arising out of such party's sole negligence. Except as specified in this paragraph, such party shall have no rights under the **Trust Agreement**, Bylaws or Rules of the **Trust**. The term "additional insured" if used on a certificate of coverage, shall be understood to mean the same as **additional member**.

L. **"Nuclear Facility"** means:

- (1) Any nuclear reactor;

- (2) Any equipment or device designed or used for:
 - a. separating the isotopes of uranium or plutonium,
 - b. processing or utilizing **spent fuel**, or
 - c. handling, processing, or packaging **nuclear waste**;
- (3) any equipment or device used for the processing, fabricating or alloying of special **nuclear material** if at any time the total amount of such material in the custody of the **member** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (4) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

- M. **"Nuclear material"** means **source material**, **special nuclear material** or **by-product material**.
- N. **"Nuclear reactor"** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- O. **"Nuclear waste"** means any waste material:
 - (1) containing **by-product material** other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore process primarily for its **source material** content, and
 - (2) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of **nuclear facility**.
- P. **"Nursing home"** see **Hospital**.
- Q. **"Occurrence"** means:
 - (1) an incident, event, act, error or omission which occurs during the coverage period: or
 - (2) a series of related incidents, events, acts, errors or omissions; or a continuous or repeated exposure to substantially the same general conditions, which occur during the coverage period. If the **occurrence** begins in one coverage period and ends in another, the **occurrence** shall be deemed to have taken place during the last such coverage period. Such incidents, events, acts, errors or omissions, or continuous or repeated exposures to substantially the same conditions shall be deemed to be a single **occurrence** for purposes of determining the "per occurrence" limit of liability and deductible, if any. Only the coverage and limits in effect for the last coverage period shall apply and only one "per occurrence" limit shall be available for each such multi-period **occurrence** regardless of the number of coverages under this coverage agreement which may apply to such **occurrence**.

- R. **"Personal Injury"** means false arrest, detention, imprisonment, malicious prosecution, libel, slander, or publication or utterance in violation of the individual's right of privacy, wrongful entry or eviction, or invasion of the right of private occupancy.
- S. **"Pollutants,"** as used in exclusion Section 4I, means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkali, and chemicals, bacteria, organisms, and pathogens. However, **pollutants** does not include sewage which through the negligence of the **member** escapes the confines of a municipal sewage treatment system owned or operated by the **member**.
- T. **"Property Damage"** means injury to or destruction of tangible property.
- U. **"Source material," "special nuclear material," or "by-product material"** have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- V. **"Spent fuel"** means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.
- W. **"Spore(s)"** include any reproductive body produced or arising out of any **fungus or fungi**.
- X. **"Trust Agreement"** means the CITY COUNTY INSURANCE SERVICES DECLARATION AND AGREEMENT OF TRUST.
- Y. **"Trust"** means the CIS or CIS Trust, as described in the **Trust Agreement**.
- Z. **"Waste"** as used in exclusion Section 4I, includes, but is not limited to, materials to be recycled, reconditioned, or reclaimed.

2. COVERAGES

In accordance with and subject to the General & Auto Liability Coverage Declarations applicable to the **named member** to which this Coverage Agreement applies; the City County Insurance Services Declaration and Agreement of Trust (herein "**Trust Agreement**"); the Bylaws and Rules of the **Trust**; and the terms, conditions, and limitations of this Coverage Agreement and in consideration of the contribution for which this coverage agreement is written, the **Trust** will pay on behalf of the **member** all **damages** arising out of an **occurrence**, not to exceed the Limits of Liability as set further described in Section 4. of this Coverage Agreement because of:

- Coverage A: Liability arising under Oregon Revised Statutes 30.260 to 30.300; asserted pursuant to ORS 30.260 to 30.300.
- Coverage B: Liability arising under 42 U.S. Code 1983; 42 U.S. Code 2000e, et seq. (Title VII of the Civil Rights Act of 1964); 29 U.S. Code 621, et seq. (Age Discrimination in Employment Act of 1967); The Americans with Disabilities Act; The Civil Rights Act of 1991; 42 U.S. Code 1981; 42 U.S. Code 3601, et seq. (The Fair Housing Act); ORS Chapter 659; ORS Chapter 659A; ORS 652.355; ORS 654.062; 29 U.S. Code Sec. 261, et seq. (Family and Medical Leave Act); or any law amendatory thereof.
- Coverage C: Tort liability for **bodily injury**, **personal injury** and **property damage** for which the **member** is legally liable under the laws of any jurisdiction other than the State of Oregon and other than any United States Federal jurisdiction to which this coverage agreement applies.

Coverage D: Tort liability for the negligence of others assumed by the **named member** under contract, except as limited in the definition of the term "member" in Section 1. of this Coverage Agreement.

Coverage E: Liability to a **named member's** employee, prospective employee, former employee or the beneficiaries or legal representatives thereof, arising out of, and asserted pursuant to, ORS 30.260 to 30.300, and caused by an **occurrence** consisting of or based upon the **member's** negligent errors or omissions in the **administration** of the **named member's employee benefits program**.

Coverage F: Uninsured/Underinsured Motorists Coverage as set forth in Section 10 of this coverage agreement, pursuant to ORS 278.215. The Limits of Liability of such coverage with respect to a **member** shall the Per Occurrence Limit for General and Auto Liability Coverage as set forth in the General and Auto Liability Declarations. The limits of liability of such coverage with respect to a permissive user of a **covered auto**, other than a **member**, shall be the amounts set forth in ORS 806.070 that is the minimum liability limits of the Financial Responsibility Law as provided in the Oregon Vehicle Code and as set forth in Section 8 of this coverage agreement.

In accordance with and subject to the Declarations, the **Trust Agreement**, Bylaws and Rules of the **Trust**, and in consideration of the contribution for which this Coverage Agreement is written, and independent of Coverages A - F above, the **Trust** will pay:

Coverage G: Legal expenses reasonably incurred by a public official of the **named member** arising out of defense of a complaint alleging violation of ORS 244.040 or 244.120 to 244.135, subject to the terms and conditions set forth in Section 7, ETHICS LEGAL EXPENSE COVERAGE of this coverage agreement.

Coverage H: The actual or alleged accidental discharge, dispersal, release or escape of pollutants, subject to the terms, conditions, and limitations set forth in this Coverage Agreement, specifically including, without limitation, Section 11, **LIMITED POLLUTION LIABILITY COVERAGE**.

Coverage I: Unless such expenses or **damages** are otherwise covered by this Coverage Agreement, **CYBER SECURITY EXPENSE COVERAGE** as set forth in Section 12.

The **Trust** shall have the right and duty to defend, with legal counsel selected by the **Trust**, any claim or suit against the **member** seeking **damages**, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient. The duty to defend any claim or suit shall terminate, except as provided hereafter, when such claim or suit ceases to seek **damages** against the **member**. Provided, however, that the duty to defend any claim or suit shall not terminate so long as the claim or suit includes an allegation of breach of an implied contract arising out of an employment relationship with the **named member**.

3. DEDUCTIBLES

A. CONDITIONAL DEDUCTIBLE: Employment Practices