

CITY OF SPOKANE



NOTICE

REGARDING CITY COUNCIL MEETINGS

Notice is hereby given that City Council has resumed in-person meetings (effective Monday, March 14, 2022). City Council's standing committee meetings, Briefing Sessions, Legislative Sessions and study sessions are held in City Council Chambers – Lower Level of City Hall, 808 W. Spokane Falls Blvd.

City Council Members, City staff, presenters and members of the public will still have the option to participate virtually via WebEx during all meetings, with the exception of Executive Sessions which are closed to the public. Call in information for the April 18, 2022, meetings is below. All meetings will continue to be streamed live on Channel 5 and online at <https://my.spokanecity.org/citycable5/live> and <https://www.facebook.com/spokanecitycouncil>.

WebEx call in information for the week of April 18, 2022:

1:15 p.m. Committee Meeting: 1-408-418-9388; access code: 2491 952 4023; password: 0320

3:30 p.m. Briefing Session: 1-408-418-9388; access code: 2485 018 9050; password: 0320

6:00 p.m. Legislative Session: 1-408-418-9388; access code: 2490 903 4342; password: 0320

Thursday Study Session: 1-408-418-9388; access code: 2480 676 7327; password: 0320

To participate in public comment (including Open Forum):

Testimony sign up is open from 5:00-6:00 p.m. on Monday, April 18, 2022. You must sign up by 6:00 p.m. to be called on to testify. Sign up forms will be available outside of Council Chambers for in-person attendees.

Those wishing to give testimony virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seaL1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for participation are provided on the form when you sign up.

The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

**CITY COUNCIL MEETINGS
RULES – PUBLIC DECORUM**

Strict adherence to the following rules of decorum by the public will be observed and adhered to during City Council meetings, including open forum, public comment period on legislative items, and Council deliberations:

- 1. No Clapping!**
- 2. No Cheering!**
- 3. No Booing!**
- 4. No public outbursts!**
- 5. Three-minute time limit for comments made during open forum and public testimony on legislative items!**

In addition, please silence your cell phones when entering the Council Chambers!

Further, keep the following City Council Rules in mind:

Rule 2.2 OPEN FORUM

- A. At each meeting, after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 pm, which may be extended by motion.
- B. At the beginning of the open forum session, staff will collect the sign-up sheet(s) and deliver them to the Chair. The order of the speakers and the appropriate time limits for the speakers will be determined at the discretion of the Chair. Each speaker shall be limited to no more than three minutes.
- C. No action, other than a statement of Councilmembers' intent to address the matter in the future, points of order, or points of information will be taken by Council members during an open forum.
- D. The open forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items not currently included on that week's current agenda or the next week's advance Council agendas. No person shall be permitted to speak in open forum regarding items on the current or advance agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

Rule 2.7 SERVICE ANIMALS AT CITY COUNCIL MEETINGS

- A. For purposes of these Rules, only dogs that are individually trained to do work or perform tasks for a person with a disability are recognized as service animals. Dogs or other animals whose sole function is to provide comfort or emotional support do not qualify as service animals under these Rules. Service animals are permitted to accompany people with disabilities in City Council meetings, as well as all areas where members of the public are allowed to go.
- B. Service animals must, at all times while present in a City Council meeting, be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices, in which case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Rule 2.15 PARTICIPATION OF MEMBERS OF THE PUBLIC IN COUNCIL MEETINGS

- A. Members of the public may address the Council regarding the following items on the Council's legislative agenda: first and final readings of regular and special budget ordinances, emergency ordinances, special consideration items, hearing items, and other items before the City Council requiring Council action, except those that are adjudicatory or solely administrative in nature. This rule shall not limit the public's right to speak during the open forum.
- B. No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition. Council members must be recognized by the Chair for the purpose of obtaining the floor.
- C. Each person speaking in a public Council meeting shall verbally identify themselves by name, city of residence, and, if appropriate, representative capacity.
- D. Each speaker shall follow all written and verbal instructions so that verbal remarks are electronically recorded, and documents submitted for the record are identified and marked by the Clerk.
- E. In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression not provided by these rules, including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language, or personal insults will be permitted.
- F. A speaker asserting a statement of fact may be asked to document and identify the sources of the factual datum being asserted.

- G. When addressing the Council, members of the public shall direct all remarks to the Council President, shall refrain from remarks directed personally to any Council Member, and shall confine remarks to the matters that are specifically before the Council at that time.
- H. When any person, including members of the public, City staff, and others, are addressing the Council, Council members shall observe the same decorum and process, as the rules require among the members *inter se*. That is, a Council member shall not engage the person addressing the Council in colloquy but shall speak only when granted the floor by the Council President. All persons and/or Council members shall not interrupt one another. The duty of mutual respect set forth in Rule 1.2 and the rules governing debate set forth in *Robert's Rules of Order, newly revised*, shall extend to all speakers before the City Council. The City Council's Policy Director and/or City Attorney shall, with the assistance of Council staff, assist the Council President to ensure that all individuals desiring to speak shall be identified, appropriately recognized, and provided the opportunity to speak.

Rule 2.16 PUBLIC TESTIMONY REGARDING LEGISLATIVE AGENDA ITEMS – TIME LIMITS

- A. The City Council shall take public testimony on all matters included on its legislative agenda as described at Rule 2.16(A), with those exceptions stated in Rule 2.17(B). Public testimony shall be limited to the final Council action, except that public testimony shall be allowed at the first reading of ordinances. Public testimony shall be limited to three (3) minutes per speaker, unless, at their discretion, the Chair determines that, because of the number of speakers signed up to testify, less time will be needed for each speaker in order to accommodate all speakers. The Chair may allow additional time if the speaker is asked to respond to questions from the Council.
- B. No public testimony shall be taken on items on the Council's consent agenda, amendments to legislative agenda items, or solely procedural, parliamentary, or administrative matters of the Council, including amendments to these Rules.
- C. For legislative or hearing items that may affect an identifiable individual, association, or group, the following procedure may be implemented at the discretion of the Council President:
 - 1. Following an assessment by the Chair of factors such as complexity of the issue(s), the apparent number of people indicating a desire to testify, representation by designated spokespersons, etc., the Chair shall, in the absence of objection by the majority of the Council present, impose the following procedural time limitations for taking public testimony regarding legislative matters:
 - a. There shall be up to fifteen (15) minutes for staff, board, or commission presentation of background information, if any.
 - b. The designated representative of the proponents of the issue shall speak first and may include within their presentation the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. Up to thirty (30) minutes may be granted for the proponent's presentation. If there be more than one designated representative, they shall allocate the allotted time between or among themselves.
 - c. Following the presentation of the proponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the proponents who wishes to speak on behalf of the proponent's position.
 - d. The designated representative, if any, of the opponents of the issue shall speak following the presentation of the testimony of expert witnesses, visual displays, and any other reasonable methods of presenting the case. The designated representative(s) of the opponents shall have the same amount of time which was allotted to the proponents.
 - e. Following the presentation by the opponents of the issue, three (3) minutes shall be granted for any other person not associated with the designated representative of the opponents who wishes to speak on behalf of the opponents' position.
 - f. Up to ten (10) minutes of rebuttal time may be granted to the designated representative for each side, the proponents speaking first, the opponents speaking second.
 - 2. In the event the party or parties representing one side of an issue has a designated representative and the other side does not, the Chair shall publicly ask the unrepresented side if they wish to designate one or more persons to utilize the time allotted for the designated representative. If no such designation is made, each person wishing to speak on behalf of the unrepresented side shall be granted three (3) minutes to present their position, and no additional compensating time shall be allowed due to the fact that the side has no designated representative.
 - 3. In the event there appears to be more than two groups wishing to advocate their distinct positions on a specific issue, the Chair may grant the same procedural and time allowances to each group or groups, as stated previously.
- D. The time taken for staff or Council member questions and responses thereto shall be in addition to the time allotted for any individual or designated representative's testimony.

THE CITY OF SPOKANE



ADVANCE COUNCIL AGENDA

MEETING OF MONDAY, APRIL 18, 2022

MISSION STATEMENT

**TO DELIVER EFFICIENT AND EFFECTIVE SERVICES
THAT FACILITATE ECONOMIC OPPORTUNITY
AND ENHANCE QUALITY OF LIFE.**

MAYOR NADINE WOODWARD

COUNCIL PRESIDENT BREEAN BEGGS

COUNCIL MEMBER JONATHAN BINGLE

COUNCIL MEMBER LORI KINNEAR

COUNCIL MEMBER BETSY WILKERSON

COUNCIL MEMBER MICHAEL CATHCART

COUNCIL MEMBER KAREN STRATTON

COUNCIL MEMBER ZACK ZAPPONE

**CITY COUNCIL CHAMBERS
CITY HALL**

**808 W. SPOKANE FALLS BLVD.
SPOKANE, WA 99201**

LAND ACKNOWLEDGEMENT

We acknowledge that we are on the unceded land of the Spokane people. And that these lands were once the major trading center for the Spokanes as they shared this place and welcomed other area tribes through their relations, history, trade, and ceremony. We also want to acknowledge that the land holds the spirit of the place, through its knowledge, culture, and all the original peoples Since Time Immemorial.

As we take a moment to consider the impacts of colonization may we also acknowledge the strengths and resiliency of the Spokanes and their relatives. As we work together making decisions that benefit all, may we do so as one heart, one mind, and one spirit.

We are grateful to be on the shared lands of the Spokane people and ask for the support of their ancestors and all relations. We ask that you recognize these injustices that forever changed the lives of the Spokane people and all their relatives.

We agree to work together to stop all acts of continued injustices towards Native Americans and all our relatives. It is time for reconciliation. We must act upon the truths and take actions that will create restorative justice for all people.

Adopted by Spokane City Council on the 22nd day of March, 2021
via Resolution 2021-0019

CITY COUNCIL BRIEFING SESSION

Council will adopt the Administrative Session Consent Agenda after they have had appropriate discussion. Items may be moved to the 6:00 p.m. Legislative Session for formal consideration by the Council at the request of any Council Member.

SPOKANE CITY COUNCIL BRIEFING SESSIONS (BEGINNING AT 3:30 P.M. EACH MONDAY) AND LEGISLATIVE SESSIONS (BEGINNING AT 6:00 P.M. EACH MONDAY) ARE BROADCAST LIVE ON CITY CABLE CHANNEL FIVE AND STREAMED LIVE ON THE CHANNEL FIVE WEBSITE. THE SESSIONS ARE REPLAYED ON CHANNEL FIVE ON THURSDAYS AT 6:00 P.M. AND FRIDAYS AT 10:00 A.M.

The Briefing Session is open to the public, but will be a workshop meeting. Discussion will be limited to Council Members and appropriate Staff and Counsel. There will be an opportunity for the expression of public views during the Open Forum at the beginning and the conclusion of the Legislative Agenda on any issue relating to City affairs but not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election.

ADDRESSING THE COUNCIL

- No member of the public may speak without first being recognized for that purpose by the Chair. Except for named parties to an adjudicative hearing, a person may be required to sign a sign-up sheet and provide their city of residence as a condition of recognition.
- Each person speaking at the public microphone shall print his or her name and address on the sheet provided at the entrance and verbally identify themselves by name, city of residence and, if appropriate, representative capacity.
- If you are submitting letters or documents to the Council Members, please provide a minimum of ten copies via the City Clerk. The City Clerk is responsible for officially filing and distributing your submittal.
- In order that evidence and expressions of opinion be included in the record and that decorum befitting a deliberative process be maintained, no modes of expression including but not limited to demonstrations, banners, signs, applause, profanity, vulgar language or personal insults will be permitted.
- A speaker asserting a statement of fact may be asked to document and identify the source of the factual datum being asserted.

SPEAKING TIME LIMITS: Unless deemed otherwise by the Chair, each person addressing the Council shall be limited to a three-minute speaking time.

CITY COUNCIL AGENDA: The City Council Advance and Current Agendas may be obtained prior to Council Meetings from the Office of the City Clerk during regular business hours (8 a.m. - 5 p.m.). The Agenda may also be accessed on the City website at my.spokanecity.org. Agenda items are available for public review in the Office of the City Clerk during regular business hours.

AMERICANS WITH DISABILITIES ACT (ADA) INFORMATION: The City of Spokane is committed to providing equal access to its facilities, programs and services for persons with disabilities. The Spokane City Council Chamber in the lower level of Spokane City Hall, 808 W. Spokane Falls Blvd., is wheelchair accessible and also is equipped with an infrared assistive listening system for persons with hearing loss. Headsets may be checked out (upon presentation of picture I.D.) at the City Cable 5 Production Booth located on the First Floor of the Municipal Building, directly above the Chase Gallery or through the meeting organizer. Individuals requesting reasonable accommodations or further information may call, write, or email Human Resources at 509.625.6383, 808 W. Spokane Falls Blvd, Spokane, WA, 99201; or msteinolfson@spokanecity.org. Persons who are deaf or hard of hearing may contact Human Resources through the Washington Relay Service at 7-1-1. Please contact us forty-eight (48) hours before the meeting date.

If you have questions, please call the Agenda Hotline at 625-6350.

BRIEFING SESSION

(3:30 p.m.)

(Council Chambers Lower Level of City Hall)
(No Public Testimony Taken)

Roll Call of Council

Council Reports

Staff Reports

Committee Reports

Advance Agenda Review

Current Agenda Review

ADMINISTRATIVE SESSION

CONSENT AGENDA

REPORTS, CONTRACTS AND CLAIMS

RECOMMENDATION

- | | | |
|--|---------|-------------------------------|
| 1. Final Three-year Value Blanket Renewal with Consolidated Supply (Spokane Valley, WA) for as-needed purchase of service brass and ball valves—estimated annual amount \$225,000 (incl. tax). (Council Sponsor: Council Member Kinnear)
Loren Searl | Approve | OPR 2020-0089
RFQ 5220-20 |
| 2. Contract Renewal 1 of 2 with Two Rivers Terminal, LLC (Pasco, WA) to supply approximately 65,000 gallons of liquid nitrate oxygen odor control solution to Riverside Park Water Reclamation Facility at current price of \$2.56 per gallon, to be reviewed quarterly due to volatile market, from April 1, 2022 through March 31, 2023—not to exceed \$170,000 (plus applicable taxes). (Council Sponsor: Council Member Kinnear)
Mike Cannon | Approve | OPR 2019-0315
BID 773-19 |
| 3. Contract with Power City Electric, Inc. (Spokane) for DSS pump motor control modifications at the Riverside Park Water Reclamation Facility from March 21, 2022 | Approve | OPR 2022-0259
IPWQ 5582-22 |

through December 31, 2022—not to exceed \$133,852 (incl. tax). (Council Sponsor: Council Member Kinnear)

Fred Brown

- | | | | |
|-----------------------|---|------------------------------------|-------------------------------|
| 4. | Contract with Willis Towers Watson Insurance Services West, Inc. (Seattle, WA) for risk management broker services from April 1, 2022 through March 31, 2025—\$65,000. (Council Sponsor: Council Member Wilkerson) | Approve | OPR 2022-0260
IRFP 5548-21 |
| Michael Ormsby | | | |
| 5. | Contract Amendment with Stewart A. Estes and the law firm of Keating, Bucklin & McCormack, Inc., P.S. (Seattle, WA) for outside counsel services and advice in the legal matter Estate of David Novak, et. al. versus City of Spokane et. al.—\$125,000. Total contract amount: \$374,500. (Council Sponsor: Council Member Cathcart) | Approve | OPR 2019-0750 |
| Michael Ormsby | | | |
| 6. | Report of the Mayor of pending claims and payments of previously approved obligations, including those of Parks and Library, through _____, 2022, total \$_____, with Parks and Library claims approved by their respective boards. Warrants excluding Parks and Library total \$_____. | Approve &
Authorize
Payments | CPR 2022-0002 |
| 7. | City Council Meeting Minutes: _____, 2022. | Approve
All | CPR 2022-0013 |

EXECUTIVE SESSION

(Closed Session of Council)

(Executive Session may be held or reconvened during the 6:00 p.m. Legislative Session)

CITY COUNCIL SESSION

(May be held or reconvened following the 3:30 p.m. Administrative Session)

This session may be held for the purpose of City Council meeting with Mayoral nominees to Boards and/or Commissions. The session is open to the public.

LEGISLATIVE SESSION

(6:00 P.M.)

(Council Reconvenes in Council Chambers)

WORDS OF INSPIRATION

PLEDGE OF ALLEGIANCE

ROLL CALL OF COUNCIL

ANNOUNCEMENTS

(Announcements regarding Changes to the City Council Agenda)

NO BOARDS AND COMMISSIONS APPOINTMENTS

ADMINISTRATIVE REPORT

COUNCIL COMMITTEE REPORTS

(Committee Reports for Finance, Neighborhoods, Public Safety, Public Works, and Planning/Community and Economic Development Committees and other Boards and Commissions)

LEGISLATIVE AGENDA

NO SPECIAL BUDGET ORDINANCES

NO EMERGENCY ORDINANCES

RESOLUTIONS & FINAL READING ORDINANCES

(Require Four Affirmative, Recorded Roll Call Votes)

- RES 2022-0032 Setting hearing before the City Council for May 23, 2022, for the vacation of 26th Avenue from H Street to Scenic Boulevard and Scenic Boulevard from 25th Avenue to 27th Avenue as requested by Jane Lehnertz. (Council Sponsors: Council Members Wilkerson and Kinnear)
Eldon Brown
- RES 2022-0033 Directing Planning Services staff to conduct a subarea planning process and environmental review in the South Logan area of the Logan Neighborhood to facilitate transit-oriented development that leverages investments in The City Line, Spokane's first bus rapid transit route, with high-density residential development utilizing \$250,000 grant funds award from the Transit-Oriented Development and Implementation grant program. (Council Sponsors: Council Members Cathcart and Bingle)
Maren Murphy

ORD C36001 Vacating the alley bordered by Riverside Avenue, Sprague Avenue, Helena Street, and Madelia Street, as requested by Kalastar Holdings, Inc. (First Reading held January 4, 2021) (Council Sponsor: Council President Beggs)
Eldon Brown

NO FIRST READING ORDINANCES

NO SPECIAL CONSIDERATIONS

NO HEARINGS

**Motion to Approve Advance Agenda for April 18, 2022
(per Council Rule 2.1.2)**

OPEN FORUM

At each meeting after the conclusion of the legislative agenda, the Council shall hold an open public comment period until 9:30 p.m., which may be extended by motion. Each speaker is limited to no more than three minutes. In order to participate in Open Forum, you must sign up by 6:00 p.m. A sign-up form will be available on the day of the meeting from 5:00-6:00 p.m. outside of Council Chambers for in-person attendees. Those wishing to comment virtually can sign up between 5:00-6:00 p.m. at <https://forms.gle/Vd7n381x3seal1NW6>. (If you are unable to access the form by clicking the hyperlink, please copy and paste the link address into your browser window.) Instructions for virtual participation are provided on the form when you sign up. The Open Forum is a limited public forum; all matters discussed in the open forum shall relate to the affairs of the City and items of interest not relating to the Current or Advance Agendas, pending hearing items, or initiatives or referenda in a pending election. Individuals speaking during the open forum shall address their comments to the Council President and shall not use profanity, engage in obscene speech, or make personal comment or verbal insults about any individual.

ADJOURNMENT

The April 18, 2022, Regular Legislative Session of the City Council is adjourned to April 25, 2022.

NOTES



Agenda Sheet for City Council Meeting of:
04/18/2022

Date Rec'd	3/15/2022
Clerk's File #	OPR 2020-0089
Renews #	

Submitting Dept	WATER & HYDROELECTRIC SERVICES	Cross Ref #	
Contact Name/Phone	LOREN SEARL 625-7851	Project #	
Contact E-Mail	LSEARL@SPOKANECITY.ORG	Bid #	RFQ 5220-20
Agenda Item Type	Purchase w/o Contract	Requisition #	VB 301123
Agenda Item Name	4100 SERVICE BRASS & BALL VALVES - VALUE BLANKET RENEWAL		

Agenda Wording

Renewal of existing value blanket with Consolidated Supply (Spokane Valley, WA) for a final three year term. Annual spend is estimated at \$225,000 including tax; total compensation shall be based on the unit prices accepted and the volume purchased.

Summary (Background)

The Water & Hydroelectric Services department requires these products for maintenance of and new installations to the City's existing water service system. All items are purchased on an as-needed basis, with no minimum obligation. This value blanket will have no renewal options remaining.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 225,000.00

Select \$

Select \$

Select \$

Budget Account

4100-42440-94340-56595-99999

#

#

#

Approvals

Dept Head SAKAMOTO, JAMES

Division Director FEIST, MARLENE

Finance ALBIN-MOORE, ANGELA

Legal ODLE, MARI

For the Mayor ORMSBY, MICHAEL

Council Notifications

Study Session\Other PIES 3/28/2022

Council Sponsor CM KINNEAR

Distribution List

sjohnson@spokanecity.org

Additional Approvals

Purchasing PRINCE, THEA

Committee Agenda Sheet

Public Infrastructure, Environment, & Sustainability Committee

Submitting Department	Water & Hydroelectric Services
Contact Name & Phone	Loren Searl – 509.625.7851
Contact Email	lsearl@spokanecity.org
Council Sponsor(s)	Councilmember Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: N/A
Agenda Item Name	Service Brass & Ball Valves Value Blanket
Summary (Background)	<p>The Water & Hydroelectric Services department requires these products for maintenance of and new installations to the City's existing water service system. All items are purchased on an as-needed basis, with no minimum obligation.</p> <p>This procurement saves taxpayer dollars by leveraging volume discounts.</p> <p>Renewal of existing value blanket with Consolidated Supply (Spokane Valley, WA) previously awarded by Council approval (OPR 2020-0089) in accordance with low quote to RFQ #5220-20. Consolidated Supply is seeking renewal at an average 25% cost increase; staff recommend acceptance of this pricing given impacts to inflation and market rates.</p> <p>This renewal will be valid for a final three (3) year term with no renewal options remaining. Annual spend is estimated at \$225,000 including sales tax; total compensation shall be based on the unit prices accepted and the volume purchased by the City.</p>
Proposed Council Action & Date:	Consent Approval, 4/11/2022
Fiscal Impact: Total Cost: <u>Estimated \$225,000.00 annually; actual expenditure dependent on as-needed usage</u> Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: Water Warehouse budget in accordance with actual usage Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: None	
Operations Impacts	
What impacts would the proposal have on historically excluded communities? None	
How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities? N/A	

How will data be collected regarding the effectiveness of this program, policy, or product to ensure it is the right solution?

Expenses will be processed through the value blanket in the City's FMS system to track usage and support annual volume discount negotiations. Should usage drop off, the City retains the right to cancel the value blanket agreement as appropriate.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This procurement complies with City Purchasing policies and supports responsible expenditure of taxpayer dollars.

Original RFQ #5220-20			CONSOLIDATED SUPPLY 2020		CONSOLIDATED SUPPLY 2021		
	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	INCREASE
1	SERVICE BRASS		AY 74779Q		AY 74779Q		
	45	#E1132-03/4 - 90° Elbow, COMP x FIP 3/4"	\$ 14.22	\$ 639.90	\$ 14.66	\$ 659.70	3%
	20	#E1132-1 - 90° Elbow, COMP x FIP 1"	\$ 23.17	\$ 463.40	\$ 23.91	\$ 478.20	3%
	1	#E1132-1-1/2 - 90° Elbow, COMP x FIP 1-1/2"	\$ 58.64	\$ 58.64	\$ 60.53	\$ 60.53	3%
	20	#E1132-2 - 90° Elbow, COMP x FIP 2"	\$ 83.83	\$ 1,676.60	\$ 86.54	\$ 1,730.80	3%
	30	#E1122-03/4 - 90° Elbow, COMP x MIP 3/4"	\$ 10.96	\$ 328.80	\$ 11.32	\$ 339.60	3%
	15	#E1122-1 - 90° Elbow, COMP x MIP 1"	\$ 18.25	\$ 273.75	\$ 18.83	\$ 282.45	3%
	1	#E1122-1-1/2 - 90° Elbow, COMP x MIP 1-1/2"	\$ 52.98	\$ 52.98	\$ 54.69	\$ 54.69	3%
	150	#E1122-2 - 90° Elbow, COMP x MIP 2"	\$ 75.94	\$ 11,391.00	\$ 78.37	\$ 11,755.50	3%
	20	#E1144-03/4 - 90° Elbow, COMP x COMP 3/4"	\$ 15.75	\$ 315.00	\$ 16.25	\$ 325.00	3%
	15	#E1144-1 - 90° Elbow, COMP x COMP 1"	\$ 20.26	\$ 303.90	\$ 20.91	\$ 313.65	3%
	1	#E1144-1-1/2 - 90° Elbow, COMP x COMP 1-1/2"	\$ 65.00	\$ 65.00	\$ 67.08	\$ 67.08	3%
	45	#E1144-2 - 90° Elbow, COMP x COMP 2"	\$ 131.50	\$ 5,917.50	\$ 135.74	\$ 6,108.30	3%
	25	#C4122-03/4 - Corporation Stop, CC x COMP 3/4"	\$ 31.92	\$ 798.00	\$ 32.95	\$ 823.75	3%
	25	#C4122-1 - Corporation Stop, CC x COMP 1"	\$ 41.99	\$ 1,049.75	\$ 43.33	\$ 1,083.25	3%
	150	#C4132-03/4 - Corporation Stop, IP x COMP 3/4"	\$ 31.92	\$ 4,788.00	\$ 32.95	\$ 4,942.50	3%
	550	#C4132-1 - Corporation Stop, IP x COMP 1"	\$ 41.99	\$ 23,094.50	\$ 43.33	\$ 23,831.50	3%
	1	#C4132-1-1/2 - Corporation Stop, IP x COMP 1-1/2"	\$ 94.10	\$ 94.10	\$ 97.13	\$ 97.13	3%
	100	#C4132-2 - Corporation Stop, IP x COMP 2"	\$ 155.64	\$ 15,564.00	\$ 160.65	\$ 16,065.00	3%
	1	#C4140-03/4 - Corporation Stop, IP x MIP 3/4"	\$ 27.51	\$ 27.51	\$ 28.40	\$ 28.40	3%
	1	#C4140-1 - Corporation Stop, IP x MIP 1"	\$ 36.50	\$ 36.50	\$ 37.69	\$ 37.69	3%
	1	#C4140-2 - Corporation Stop, IP x MIP 2"	\$ 147.26	\$ 147.26	\$ 152.00	\$ 152.00	3%
	80	#C3132-03/4 - Coupling, COMP x FIP 3/4"	\$ 10.59	\$ 847.20	\$ 10.94	\$ 875.20	3%
	20	#C3132-1 - Coupling, COMP x FIP 1"	\$ 14.37	\$ 287.40	\$ 14.83	\$ 296.60	3%
	1	#C3132-1-1/2 - Coupling, COMP x FIP 1-1/2"	\$ 41.80	\$ 41.80	\$ 43.15	\$ 43.15	3%
	25	#C3132-2 - Coupling, COMP x FIP 2"	\$ 49.76	\$ 1,244.00	\$ 51.36	\$ 1,284.00	3%
	100	#C3122-03/4 - Coupling, COMP x MIP 3/4"	\$ 10.08	\$ 1,008.00	\$ 10.40	\$ 1,040.00	3%
	200	#C3122-1 - Coupling, COMP x MIP 1"	\$ 11.93	\$ 2,386.00	\$ 12.32	\$ 2,464.00	3%
	1	#C3122-1-1/2 - Coupling, COMP x MIP 1-1/2"	\$ 32.68	\$ 32.68	\$ 33.73	\$ 33.73	3%
	30	#C3122-2 - Coupling, COMP x MIP 2"	\$ 47.61	\$ 1,428.30	\$ 49.14	\$ 1,474.20	3%
	120	#C3114-03/4 - Coupling, COMP x COMP 3/4"	\$ 12.26	\$ 1,471.20	\$ 12.65	\$ 1,518.00	3%
	80	#C3114-1 - Coupling, COMP x COMP 1"	\$ 14.03	\$ 1,122.40	\$ 14.48	\$ 1,158.40	3%
	1	#C3114-1-1/2 - Coupling, COMP x COMP 1-1/2"	\$ 46.93	\$ 46.93	\$ 48.45	\$ 48.45	3%
	18	#C3114-2 - Coupling, COMP x COMP 2"	\$ 63.38	\$ 1,140.84	\$ 65.42	\$ 1,177.56	3%
	1	#C6124-03/4 - Curb Stop, FIP x FIP 3/4"	\$ 34.87	\$ 34.87	\$ 36.00	\$ 36.00	3%
	1	#C6124-1 - Curb Stop, FIP x FIP 1"	\$ 54.19	\$ 54.19	\$ 55.94	\$ 55.94	3%
	1	#C6124-1-1/2 - Curb Stop, FIP x FIP 1-1/2"	\$ 110.99	\$ 110.99	\$ 114.56	\$ 114.56	3%
	1	#C6124-2 - Curb Stop, FIP x FIP 2"	\$ 162.32	\$ 162.32	\$ 167.54	\$ 167.54	3%
	140	#C6126-03/4 - Curb Stop, COMP x FIP 3/4"	\$ 39.41	\$ 5,517.40	\$ 40.67	\$ 5,693.80	3%
	30	#C6126-1 - Curb Stop, COMP x FIP 1"	\$ 60.53	\$ 1,815.90	\$ 62.46	\$ 1,873.80	3%
	25	#C6126-2 - Curb Stop, COMP x FIP 2"	\$ 183.27	\$ 4,581.75	\$ 189.16	\$ 4,729.00	3%
	225	#C6113-03/4 - Curb Stop, COMP x COMP 03/4"	\$ 44.89	\$ 10,100.25	\$ 46.33	\$ 10,424.25	3%
	500	#C6113-1 - Curb Stop, COMP x COMP 1"	\$ 67.50	\$ 33,750.00	\$ 69.63	\$ 34,815.00	3%
	1	#C6113-1-1/2 - Curb Stop, COMP x COMP 1-1/2"	\$ 161.45	\$ 161.45	\$ 166.64	\$ 166.64	3%
	90	#C6113-2 - Curb Stop, COMP x COMP 2"	\$ 226.96	\$ 20,426.40	\$ 234.27	\$ 21,084.30	3%
	40	#C3142-1x3/4 - Reducer Coupling, COMP x COMP 1" x 3/4"	\$ 14.16	\$ 566.40	\$ 14.62	\$ 584.80	3%
	5	#T1120-01x01x01 - Tee, COMP x FIP 1" x 1" x 1"	\$ 30.19	\$ 150.95	\$ 31.16	\$ 155.80	3%
	10	#T1120-02x02x01 - Tee, COMP x FIP 2" x 2" x 1"	\$ 79.05	\$ 790.50	\$ 81.59	\$ 815.90	3%
	1	#T1121-03/4x03/4x03/4 - Tee, COMP x COMP 3/4" x 3/4" x 3/4"	\$ 29.52	\$ 29.52	\$ 30.47	\$ 30.47	3%
	5	#T1121-1x1x1 - Tee, COMP x COMP 1" x 1" x 1"	\$ 31.57	\$ 157.85	\$ 32.58	\$ 162.90	3%
	1	#T1121-2x2x2 - Tee, COMP x COMP 2" x 2" x 2"	\$ 171.83	\$ 171.83	\$ 177.36	\$ 177.36	3%
	TOTAL ITEM 1		\$	156,725.41	\$	161,738.07	3%
3	BALL VALVES		APOLLO 70LF-100		APOLLO 70LF-101		
	5	#V5221-1/2 - Ball Valve, FNPT x FNPT 1/2"	\$ 17.39	\$ 86.95	\$ 18.46	\$ 92.28	6%
	225	#V5221-1 - Ball Valve, FNPT x FNPT 1"	\$ 36.13	\$ 8,129.25	\$ 38.34	\$ 8,625.38	6%
	5	#V5221-1-1/2 - Ball Valve, FNPT x FNPT 1-1/2"	\$ 77.38	\$ 386.90	\$ 82.10	\$ 410.51	6%
	12	#V5221-2 - Ball Valve, FNPT x FNPT 2"	\$ 92.25	\$ 1,107.00	\$ 97.87	\$ 1,174.46	6%
	180	#V5221-3/4 - Ball Valve, FNPT x FNPT 3/4"	\$ 28.69	\$ 5,164.20	\$ 30.44	\$ 5,478.48	6%
	TOTAL ITEM 3		\$	14,874.30	\$	15,781.10	6%
	TOTAL ALL ITEMS		\$	171,599.71	\$	177,519.17	3%

**Agenda Sheet for City Council Meeting of:**

04/18/2022

Date Rec'd

3/30/2022

Clerk's File #

OPR 2019-0315

Renews #**Submitting Dept**

WASTEWATER MANAGEMENT

Cross Ref #**Contact Name/Phone**

MIKE CANNON 625-4642

Project #**Contact E-Mail**

MCANNON@SPOKANECITY.ORG

Bid #

773-19

Agenda Item Type

Contract Item

Requisition #

VALUE BLANKET

Agenda Item Name4320-RENEWAL OF CONTRACT TO SUPPLY CALCIUM NITRATE SOLUTION
(ODOR CONTROL)**Agenda Wording**

Renewal of Contract to Two Rivers Terminal, LLC (Pasco WA) from BID #773-19. Total annual cost is not to exceed \$170,000.00 plus applicable taxes. Term is April 1, 2022 and run through March 31, 2023.0

Summary (Background)

RPWRF has used nitrate oxygen odor control chemicals to control odors and corrosion at Northwest Terrace Lift Station (which is located adjacent to Riverside State Park) for many years, with excellent results. The total amount of the contract based on 65,000 gallons annually is not to exceed \$170,000.00. The current price is \$2.56/gallon and will be reviewed quarterly due to volatile market. This is the first of two, one-year extensions.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ \$170,000.00

4320.43240.35148.53203

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

GENNETT, RAYLENE

Study Session\Other

PIES 3/22/22

Division Director

FEIST, MARLENE

Council Sponsor

CM Kinnear

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

hbarnhart@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kkeck@spokanecity.org

Additional Approvals

mhughes@spokanecity.org

Purchasing

PRINCE, THEA

Tax & Licenses

mcannon@spokanecity.org

jeckhart@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability

Submitting Department	RPWRF
Contact Name & Phone	Mike Cannon 625-4642
Contact Email	mcannon@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	Renewal of contract to supply Calcium Nitrate Solution (Odor control solution).
Summary (Background)	<p>RPWRF has used nitrate oxygen odor control chemicals to control odors and corrosion at Northwest Terrace Lift Station (which is located adjacent to Riverside State Park) for many years, with excellent results.</p> <p>The total amount of the contract based on 65,000 gallons annually is not to exceed \$170,000.00. The current price is \$2.56/gallon and will be reviewed quarterly due to volatile market.</p> <p>This is the first of two, one-year extensions and it is tentatively scheduled to begin on April 1, 2022 and to end on March 31, 2023. The contract will not exceed five years.</p>
Proposed Council Action & Date:	Consent 4/11/22
Fiscal Impact: Total Cost: 170,000.00 plus taxes Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Specify funding source: Department Expense Occurrence <input type="checkbox"/> One-time <input checked="" type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.)	

Operations Impacts

What impacts would the proposal have on historically excluded communities?

N/A

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

N/A

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

In order to control odor and corrosion, Nitrate Oxygen Solution is added to the Northwest Terrace Lift Station.

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This aligns with our current Purchasing Policy guidelines. This the 1st of 2 renewals from the awarded BID#773-19 to Two Rivers Terminal, LLC (Pasco, Washington) who was the lowest responsive bidder.



City of Spokane

**CONTRACT RENEWAL
1 OF 2**

**Title: NITRATE OXYGEN ODOR
CONTROL FOR SOLUTION RPWRF**

This Contract Renewal is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **TWO RIVERS TERMINAL, LLC**, whose address is 3300-C North Glade Road, Pasco, Washington 99031, as ("Vendor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Vendor agreed sell to the City Nitrate Oxygen Odor Control Solution, for the Riverside Park Water Reclamation Facility; and

WHEREAS, the initial contract provided for two (2) additional one-year renewals, with this being the 1st of those renewals.

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, dated April 15, 2019 and May 1, 2019, any previous amendments, renewals and / or extensions / thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Renewal shall become effective on April 1, 2022 and shall run through March 31, 2023.

3. COMPENSATION.

The City shall pay an estimated annual amount based on 65,000 gallons annually, not to exceed \$170,000.00, plus applicable taxes. The current price is \$2.56/gallon and will be reviewed quarterly pursuant to Vendor's Quote, attached hereto. This is the maximum amount to be paid under this Renewal, and shall not be exceeded without the prior written authorization of the City, memorialized with the same formality as the original Contract and this document.

4. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Renewal by having legally-binding representatives affix their signatures below.

TWO RIVERS TERMINAL, LLC

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Certificate of Debarment
Two Rivers Terminal, LLC Quote

22-062

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certified, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/>	<hr/>
Name of Subrecipient / Contractor / Consultant (Type or Print)	Program Title (Type or Print)
<hr/>	<hr/>
Name of Certifying Official (Type or Print)	Signature
<hr/>	<hr/>
Title of Certifying Official (Type or Print)	Date (Type or Print)
<hr/>	<hr/>

EXHIBIT B



City of Spokane

Attn: Heather Barnhart

Facility Inventory Foreperson | Procurement & Contracts Management

Riverside Park Water Reclamation Facility | 4401 N Aubrey L White Pkwy, Spokane, WA 99205

O: 509.625.4606 | C: 509.723.9392 | hbarnhart@spokanecity.org

RFQ #773-19 / Blanket Order VB-301052-000 / Nitrate Oxygen Odor Control Solution

Heather,

In response to your email from Wednesday, February 2nd 2022, regarding our interest in “*renewing the first of two renewals at current pricing*”, our answer is YES, we are interested and do want to exercise the first of two renewal options to continue our existing contract.

However, our agreement is conditional on short-term extension and due to significant and unprecedented changes in material costs since the contract start date of April 1st 2019, we must propose a new price, per below:

Current price: \$1.89/gallon delivered

New price: \$2.56/gallon delivered*

**CONDITION/EXCEPTION*

Two Rivers Terminal price is firm through June 30th 2022. Prior to this date we will need to re-evaluate our costs and pricing to determine whether we extend, adjust, or let our contract expire.

JUSTIFICATION FOR PRICE INCREASE

The cost of ammonia has increased from \$460-515 per ton on March 1st 2019 to \$1400-1450 per ton as of March 11th 2022. Our calcium nitrate is produced from calcium carbonate reacted with nitric acid.

Nitric acid is produced from liquid ammonia reacted with oxygen gas. The dramatic price escalation of ammonia (mother of all nitrogen-based chemicals) effects all downstream chemicals made from it to increase as well, including the Calcium Nitrate odor control solution we supply to the City of Spokane.

EVIDENCE FOR PRICE INCREASE

We are including the following items as evidence of higher pricing for Calcium Nitrate:

1. Green Market Index [GMI] report, dated 11-March-2022, 08-20-2021, and 03-01-2019

- **Green Markets is subscription-based, private, not for public distribution.**

2. City of Anacortes Calcium Nitrate Bid Tabulation, dated 08-13-2021

- Contract awarded to Two Rivers Terminal on 31-Aug-2021.

Green Markets Index

For over 40 years, Green Markets has improved the performance of companies across the nitrogen, phosphate, and potash value chains. By creating market transparency, Green Markets enables professionals to make more informed decisions and improve company performance. Green Markets delivers over 300 chemical price assessments each week plus market reports that provide detailed insight on pricing trends. Along with weekly intelligence services, Green Markets offers proprietary fertilizer market research and analysis, custom data services, in-person events, and confidential advisory services. Green Markets fertilizer market data is also available through the Bloomberg Terminal via the Bloomberg Intelligence Agri-Chemicals dashboard (BI AGCH).

City of Anacortes Calcium Nitrate Bid

Two Rivers Terminal was the low-bidder for the supply of calcium nitrate to the City of Anacortes. Our bid of \$2.15 per gallon delivered was significantly less than the only other bid of \$2.50 per gallon delivered. The other bidder was Evoqua Water Technologies.

The price of ammonia at the time of the City of Anacortes bid (Aug '21) was \$730-760 per ton per Green Markets Index report dated 20-AUG-2021. Since then, ammonia has increased to \$1400-1450 per ton.

OVERVIEW OF CURRENT CONDITIONS

PRICING & SUPPLY

Two Rivers Terminal's supply is domestic so we have no concerns about interruption or disruption of raw ingredients. Our competitor [Evoqua] is supplied with calcium nitrate which originates from [YARA] Europe. However, because of all the turmoil and volatility right now nobody (domestic or import) will commit to long-term (annual) pricing. Current world events, further supply chain disruptions, allocation of inventory, market volatility, and too many short-term unknowns, do not allow for any long-term commitments.

We have heard only existing business will be covered--no new business is being accepted--by major manufacturers of raw ingredients and this is based on direct discussions we've had with manufacturers, logistics companies, and other chemical companies both inside and outside of our network.

TRANSPORTATION

Freight rates are usually quoted month-to-month, or in the case of our company trucks and long-term carrier contracts, base freight rates are normally held firm for a year or more with the fuel surcharges adjusted monthly based on the diesel index.

FUEL SURCHARGES

Two Rivers Terminal will use company trucks for deliveries, however, due to rapidly rising fuel prices, the fuel surcharges are now being adjusted on a weekly basis. Until there is some relief or normalization

in fuel pricing the continued volatility of oil/gas prices adds another layer of complexity to any long-term commitment.

SUMMARY

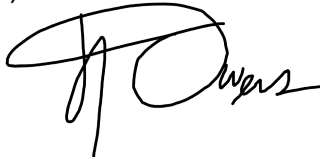
Two Rivers Terminal looks forward to continuing our service to the City of Spokane with this offer of a temporary 3-month extension through June 30th 2022 and we are interested in additional extensions upon mutual agreement after reviewing any changes to raw material and/or freight costs.

We express our sincere gratitude for consideration of our reasonable request to increase pricing as we reaffirm our willingness to exercise the first of two optional renewals to our existing contract.

We believe our justification and evidence for the price increase is proven. We also believe this price increase is a fair market adjustment to account for unprecedented changes in raw material costs that have hit us hard over the past two years. There is tremendous volatility in the fertilizer/chemical markets and we fully expect these conditions to persist through 2022.

Nonetheless, Two Rivers Terminal will continue to provide an uninterrupted and on-time supply of Calcium Nitrate Odor Control solution to the Riverside Park Water Reclamation Facility.

Regards,

A handwritten signature in black ink, appearing to read "J. Travis Owens". The signature is stylized with a large, looped initial "J" and "T", and the name "Owens" is written in a cursive script.

J. Travis Owens
Senior Key Accounts Manager
Industrial Chemicals – US/Canada
Direct: 509.412.9000 / Office: 509.547.7776
Email: traviso@tworiversterminal.com
Web: www.tworiversterminal.com

Attachments:

GMI Report 2019-03-01.pdf; GMI Report 2021-08-20.pdf; GMI Report 2022-03-09.pdf
City of Anacortes bid tab, calcium nitrate, Anacortes_21-185-IDS Bid Tabulation_08.13.2021.pdf

**Agenda Sheet for City Council Meeting of:**

04/18/2022

Date Rec'd

3/29/2022

Clerk's File #

OPR 2022-0259

Renews #**Submitting Dept**

WASTEWATER MANAGEMENT

Cross Ref #**Contact Name/Phone**

FRED BROWN 530-9278

Project #**Contact E-Mail**

FBROWN@SPOKANECITY.ORG

Bid #

IPWQ 5582-22

Agenda Item Type

Contract Item

Requisition #

RN 211

Agenda Item Name

4320-CONTRACT AWARD TO POWER CITY FOR DSS PUMP MOTOR CONTROL UPGRADE

Agenda Wording

Award of contract to Power City for Pump Motor Control Modifications through IPWQ 5582-22. Scheduled to begin March 21, 2022 and ends December 31, 2022. The total cost including tax is \$133,852.00.

Summary (Background)

The Drum Screen Spray (DSS) pumps provide the process water needed to clean the Membrane Facility fine screen filters. The process requires the pumps to cycle on and off an average of 4 times per hours/24 hours a day. The cycle rate and the speed in which the existing direct motor drives turn the pumps on has led to excessive strain and damage to the system piping. The contractor will install replacement motor starters with variable speed capability.

Lease? NO

Grant related? NO

Public Works? YES

Fiscal Impact**Budget Account**

Expense \$ \$133,852.00

4250.43387.94350.56501

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

GENNETT, RAYLENE

Study Session\Other

PIES 3/22/22

Division Director

FEIST, MARLENE

Council Sponsor

CM Kinnear

Finance

ALBIN-MOORE, ANGELA

Distribution List**Legal**

ODLE, MARI

hbarnhart@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

kkeck@spokanecity.org

Additional Approvals

mhughes@spokanecity.org

Purchasing

PRINCE, THEA

Tax & Licenses

fbrown@spokanecity.org

lmoon@spokanecity.org

Committee Agenda Sheet

Public Infrastructure, Environment & Sustainability Committee

Submitting Department	Public Works – Wastewater/Riverside Park Water Reclamation Facility
Contact Name & Phone	Fred Brown 530-9278
Contact Email	fbrown@spokanecity.org
Council Sponsor(s)	CM Kinnear
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested: _____
Agenda Item Name	RPWRF DSS Pump Motor Control Modifications
Summary (Background)	<p>The Drum Screen Spray (DSS) pumps provide the process water needed to clean the Membrane Facility fine screen filters. The process requires the pumps to cycle on and off an average of 4 times per hour, 24 hours a day. The cycle rate and the speed in which the existing direct motor drives turn the pumps on has led to excessive strain and damage to the system piping. The contractor will install replacement motor starters with variable speed capability. Starting speeds will then be reduced through programming to remove any strain to the discharge piping.</p>
Proposed Council Action & Date:	Consent Approval, 4/11/22
Fiscal Impact: Total Cost: <u>\$122,800.00 (add 9% sales tax and the total is \$133,852.00)</u>	

Approved in current year budget? ☒ Yes ☐ No ☐ N/A

Funding Source ☒ One-time ☐ Recurring

Specify funding source: Wastewater RPWRF

Expense Occurrence ☒ One-time ☐ Recurring

Other budget impacts: (revenue generating, match requirements, etc.): None

Operations Impacts

What impacts would the proposal have on historically excluded communities?

None

How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?

NA

How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?

NA

Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?

This procurement complies with City Purchasing policies. The vendor was selected form IPWQ #5582-22 The lowest responsive bid.



City of Spokane

PUBLIC WORKS AGREEMENT

Title: **WASTEWATER DSS PUMP
MOTOR CONTROL UPGRADE**

This Agreement is made and entered into by and between the **CITY OF SPOKANE** as ("City"), a Washington municipal corporation, and **POWER CITY ELECTRIC, INC.**, whose address is 3327 East Olive Avenue, Spokane, Washington 99202 as ("Contractor"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the purpose of this Contract is to perform the DSS Pump Motor Control Upgrade at the Riverside Park Reclamation Facility; and

WHEREAS, the Contractor was selected through IPWQ 5582-22 issues by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance of the Scope of Work contained herein, the City and Contractor mutually agree as follows:

1. TERM OF CONTRACT.

The term of this Contract begins on March 21, 2022, and ends on December 31, 2022, unless amended by written agreement or terminated earlier under the provisions.

2. TIME OF BEGINNING AND COMPLETION.

The Contractor shall begin the work outlined in the "Scope of Work" ("Work") on the beginning date, above. The City will acknowledge in writing when the Work is complete. Time limits established under this Contract shall not be extended because of delays for which the Contractor is responsible, but may be extended by the City, in writing, for the City's convenience or conditions beyond the Contractor's control.

3. SCOPE OF WORK.

The Contractor's General Scope of Work for this Contract is described in their February 8, 2022, Bid Response, which is attached as Exhibit B. In the event of a conflict or discrepancy in the Contract documents, this City Public Works Contract controls. The Contractor will do all work, furnish all labor, materials, tools, construction equipment, transportation, supplies, supervision, organization and other items of work and costs necessary for the proper execution and completion of the work described in the specifications entitled **DSS Pump Motor Control Upgrade at the Riverside Park Reclamation Facility** and the associated Scope of Work and the specifications referenced therein.

The Work is subject to City review and approval. The Contractor shall confer with the City periodically, and prepare and present information and materials (e.g., detailed outline of completed Work) requested by the City to determine the adequacy of the Work or Contractor's progress.

4. COMPENSATION / PAYMENT.

Total compensation for Contractor's services under this Contract shall be a maximum amount not to exceed **ONE HUNDRED THIRTY-THREE THOUSAND EIGHT HUNDRED FIFTY-TWO AND NO/100 DOLLARS (\$133,852.00)**, including tax unless modified by a written amendment to this Contract. This is the maximum amount to be paid under this Contract for the work described in Section 3 above and shall not be exceeded without the prior written authorization of the City in the form of an executed amendment to this Contract.

The Contractor will send its applications for payment to the Riverside Park Water Reclamation Facility, 4401 North Aubrey L. White Parkway, Spokane, Washington 99205-3939. All invoices should include the City Clerk File No. "OPR XXXX-XXXX" and an approved L & I Intent to Pay Prevailing Wage number. The final invoice should include an approved Affidavit of Wages Paid number. Payment will not be made without this documentation included on the invoice.

Payment will be made via direct deposit/ACH within thirty (30) days after receipt of the Company's application except as provided by state law. Five percent (5%) of the Contract price may be retained by the City, in accord with RCW 60.28 for a minimum of forty five (45) days after final acceptance, as a trust fund for the protection and payment of: the claims of any person arising under the Contract; and the State with respect to taxes imposed pursuant to Titles 50, 51 and 82 RCW which may be due from the Contractor.

5. CONTRACT DOCUMENTS.

The contract documents are this Contract, the Contractor's completed bid proposal form, contract provisions, contract plans, standard specifications, standard plans, addenda, various certifications and affidavits, supplemental agreements, change orders, and subsurface boring logs (if any). Federal and state requirements and the terms of this Contract, respectively, supersede other inconsistent provisions. These contract documents are on file in the Riverside Park Water Reclamation Facility, and are incorporated into this Contract by reference, as if they were set forth at length.

6. STATEMENT OF INTENT TO PAY PREVAILING WAGES TO BE POSTED.

The Contractor and each subcontractor required to pay the prevailing rate of wages shall post in a location readily visible at the job site: (1) a copy of a "Statement of Intent to Pay Prevailing Wages" approved by the industrial statistician of the Washington State Department of Labor and Industries (L & I); and (2) the address and telephone number of the industrial statistician of the Department of Labor and Industries where a complaint or inquiry concerning prevailing wages may be made.

7. STATE PREVAILING WAGES.

The Contractor and all subcontractors will submit a "Statement of Intent to Pay Prevailing Wages" certified by the industrial statistician of the Department of Labor and Industries, prior to any payments. The "Statement of Intent to Pay Prevailing Wages" shall include: (1) the Contractor's registration number; and (2) the prevailing wages under RCW 39.12.020 and the number of workers in each classification. Each voucher claim submitted by the Contractor for payment on a project estimate shall state that the prevailing wages have been paid in

accordance with the "Statement(s) of Intent to Pay Prevailing Wages" on file with the City. Prior to the payment of funds held under RCW 60.28, the Contractor and subcontractors must submit an "Affidavit of Wages Paid" certified by the industrial statistician.

8. BONDS.

The Contractor may not commence work until it obtains all insurance, permits and bonds required by the contract documents and applicable law. This includes the execution of a payment / performance bond on the form attached, equal to one hundred percent (100%) of the contract price, and written by a corporate surety company licensed to do business in Washington State.

9. PUBLIC WORKS REQUIREMENTS.

The Contractor and each subcontractor are required to fulfill the Department of Labor and Industries Public Works and Prevailing Wage Training Requirement under RCW 39.04.350. The contractor must verify responsibility criteria for each first-tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify the responsibility criteria listed in RCW 39.04.350(1) for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria. This verification requirement, as well as responsibility criteria, must be included in every public works contract and subcontract of every tier.

10. TAXES, FEES AND LICENSES.

- A. Contractor shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Contract. It is the Contractor's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Contract shall be included in the project budgets.

11. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Contractor shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Contractor does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

12. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Contractor agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

13. DEBARMENT AND SUSPENSION.

The Contractor has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

14. INDEMNIFICATION.

The Contractor agrees to defend, indemnify and hold the City harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from or connected with Work performed or to be performed under this Contract by Contractor, its agents or employees to the fullest extent permitted by law. Contractor's duty to indemnify the City shall not apply to liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City, its agents or employees. Contractor's duty to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of (a) the City or its agents or employees, and (b) Contractor or agents or employees, shall apply only to the extent of negligence of the Contractor or its agents or employees. Contractor's duty to defend, indemnify and hold the City harmless shall include, as to all claims, demands, losses and liability to which it applies, the City's personnel related costs, reasonable attorneys' fees, court costs and all other claim related expenses. The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Contractor specifically waives any immunity under the state industrial insurance law, or Title 51 RCW. The Contractor recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnification provided for in this section shall survive any termination or expiration of this Contract.

15. INSURANCE.

During the period of the Contract, the Contractor shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48:

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract;

- i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,500,000, in order to meet the insurance coverage limits required in this Contract; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles; and

C. **Property Insurance** if materials and supplies are furnished by the Contractor. The amount of the insurance coverage shall be the value of the materials and supplies of the completed value of improvement. Hazard or XCU (explosion, collapse, underground) insurance should be provided if any hazard exists.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Consultant shall furnish acceptable Certificates Of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Consultant's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

16. SUBCONTRACTOR RESPONSIBILITY.

A. The Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria listed in RCW 39.04.350. The responsibility criteria are listed in the request for bids document. The Contractor shall include the language of this section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. Upon request of the City, the Contractor shall promptly provide documentation to the City demonstrating that the subcontractor meets the subcontractor responsibility criteria below. The requirements of this section apply to all subcontractors regardless of tier.

B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

- d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW.
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

17. INDEPENDENT CONTRACTOR.

The Contractor is an independent Contractor. This Contract does not intend the Contractor to act as a City employee. The City has neither direct nor immediate control over the Contractor nor the right to control the manner or means by which the Contractor works. Neither the Contractor nor any Contractor employee shall be an employee of the City. This Contract prohibits the Contractor to act as an agent or legal representative of the City. The Contractor is not granted express or implied rights or authority to assume or create any obligation or responsibility for or in the name of the City, or to bind the City. The City is not liable for or obligated to pay sick leave, vacation pay, or any other benefit of employment, nor to pay social security or other tax that may arise from employment. The Contractor shall pay all income and other taxes as due.

18. ASSIGNMENT AND SUBCONTRACTING.

The Contractor shall not assign or subcontract its obligations under this Contract without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Contractor shall incorporate by reference this Contract, except as otherwise provided. The Contractor shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Contractor from liability or any obligation within this Contract, whether before or after City consent, assignment or subcontract.

19. TERMINATION.

Either party may terminate this Contract, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and performed prior to the termination date.

20. STANDARD OF PERFORMANCE.

The standard of performance applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors in the region performing the same or similar Contracting services at the time the work under this Contract are performed.

21. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

22. CONSTRUAL.

The Contractor acknowledges receipt of a copy of the Contract documents and agrees to comply with them. The silence or omission in the Contract documents concerning any detail required for the proper execution and completion of the work means that only the best general practice is to prevail and that only material and workmanship of the best quality are to be used. This Contract

shall be construed neither in favor of nor against either party.

23. CONTRACTOR'S ACKNOWLEDGEMENT AND WARRANTY.

The Contractor acknowledges that it has visited the site of the work, has examined it, and is qualified to perform the work required by this Contract. The Contractor guarantees and warranties all work, labor and materials under this Contract shall be in accord with the Contract documents. If any unsatisfactory condition or defect develops within that time, the Contractor will immediately place the work in a condition satisfactory to the City and repair all damage caused by the condition or defect. The Contractor will repair or restore to the City's satisfaction, in accordance with the contract documents and at its expense, all property damaged by his performance under this Contract. This warranty is in addition to any manufacturers' or other warranty in the Contract documents.

24. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** The City may modify this Contract and order changes in the work whenever necessary or advisable. The Contractor will accept modifications when ordered in writing by the City, and the Contract time and compensation will be adjusted accordingly.
- B. The Contractor, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers.
- C. This Contract shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.
- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Contractor. If conflict occurs between Contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made or in any connection with this Contract.
- I. Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane in connection with this Agreement are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract by having legally-binding representatives affix their signatures below.

POWER CITY ELETRIC, INC.

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title
Attest:

Title
Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:

Exhibit A – Debarment Certification

Payment/Performance Bond

Exhibit B - Contractor's February 8, 2022 Bid Response

EXHIBIT A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its actual knowledge and belief, that its officers and directors:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

PAYMENT / PERFORMANCE BOND

We, **POWER CITY ELECTRIC, INC.**, as principal, and _____,
as Surety, are held and firmly bound to the City of Spokane, Washington, in the sum of **ONE
HUNDRED THIRTY-THREE THOUSAND EIGHT HUNDRED FIFTY-TWO AND NO/100
DOLLARS (\$133,852.00)** including tax, unless modified by a written amendment to this Contract.
This is the maximum amount , for the payment of which, we bind ourselves and our legal
representatives and successors, jointly and severally by this document.

The principal has entered into a contract with the City of Spokane, Washington, to do all work
and furnish all materials for the DSS Pump Motor Control Upgrade at the Riverside Park Reclamation
Facility. If the principal shall:

A. promptly and faithfully perform the Contract and any contractual guaranty, and indemnify and
hold harmless the City from all loss, damage, or claim which may result from any act or omission of
the principal, its agents, employees, or subcontractors; and

B. comply with all federal, state and local laws and regulations; and

C. pay all laborers, mechanics, subcontractors, material suppliers and all person(s) who shall supply
such person or subcontractors, and pay all taxes and contributions, increases and penalties as
authorized by law;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the
terms of the Contract, the specifications accompanying the Contract, or to the work to be performed
under the Contract shall in any way affect its obligation on this bond, except as provided herein, and
waives notice of any change, extension of time, alteration or addition to the terms of the Contract or
the work performed. The Surety agrees that modifications and changes to the terms and conditions
of the Contract that increase the total amount to be paid the Principal shall automatically increase
the obligation of the Surety on this bond and notice to Surety is not required for such increased
obligation. Any judgment obtained against the City, which relates to or is covered by the contract or
this bond, shall be conclusive against the principal and the Surety, as to the amount of damages,
and liability, if reasonable notice of the suit has been given.

SIGNED AND SEALED on _____.

**POWER CITY ELECTRIC, INC.,
AS PRINCIPAL**

By: _____
Title: _____

A valid POWER OF ATTORNEY
for the Surety's agent must
accompany this bond.

AS SURETY

By: _____
Its Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that _____
_____ signed this document; on oath stated that he/she was authorized to
sign the document and acknowledged it as the agent or representative of the named surety company
which is authorized to do business in the State of Washington, for the uses and purposes therein
mentioned.

DATED: _____

Signature of Notary Public

My appointment expires _____

Approved as to form:

Assistant City Attorney

EXHIBIT B

IPQQ #5582-22 Wastewater DSS Pump Motor Control Upgrade Bid Tabulation							
Reference Number	Description	Type	UOM	Quantity	Power City Electric, Inc.	B & E Electric Inc.	Mountain States Electrical Contractors Inc
BID					\$133,852.00	\$135,539.00	\$141,700.00
#1	Wastewater DSS Pump Motor Control Upgrade	Base	ea	1	\$122,800.00	\$124,348.00	\$130,000.00
#2	Sales Tax 9.0%	Base	ea	1	\$11,052.00	\$11,191.00	\$11,700.00
Total Extended					\$133,852.00	\$135,539.00	\$141,700.00



Agenda Sheet for City Council Meeting of:
04/18/2022

Date Rec'd	4/5/2022
Clerk's File #	OPR 2022-0260
Renews #	

Submitting Dept	CITY ATTORNEY	Cross Ref #	
Contact Name/Phone	MICHAEL ORMSBY 6287	Project #	
Contact E-Mail	MORMSBY@SPOKANECITY.ORG	Bid #	IRFP 5548-21
Agenda Item Type	Contract Item	Requisition #	
Agenda Item Name	5800 CONTRACT FOR INSURANCE BROKER SERVICES		

Agenda Wording

The City has a very complex insurance policy portfolio. In order to insure maximum coverage at competitive insurance premiums, the City enlists a broker to assist us in locating insurers, reviewing policy coverages and establishing premiums.

Summary (Background)

The current policies of the City expire on August 31, 2022. The City conducted an RFP process which culminated in the recommended selection of Willis, Towers & Watson of Seattle, Washington, with the desire of getting the broker to work as quickly as possible. We would also respectfully request consideration on an expedited basis.

Lease? NO Grant related? NO Public Works? NO

Fiscal Impact

Expense \$ 65,000.00

Select \$

Select \$

Select \$

Budget Account

5800-7820-18610-54201

#

#

#

Approvals

Dept Head

PICCOLO, MIKE

Division Director

Finance

MURRAY, MICHELLE

Legal

ODLE, MARI

For the Mayor

ORMSBY, MICHAEL

Additional Approvals

Purchasing

Council Notifications

Study Session\Other

4/11/22 Public Safety & Community Health Committee

Council Sponsor

Council Member Wilkerson

Distribution List

Karin.Nelson@willistowerswatson.com

ana.saavedra@willistowerswatson.com

mormsby@spokanecity.org

sdhansen@spokanecity.org



City of Spokane

PERSONAL SERVICES AGREEMENT

Title: **RISK MANAGEMENT BROKER SERVICES**

This Agreement is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **WILLIS TOWERS WATSON INSURANCE SERVICES WEST, INC.**, whose address is 600 University Street, Suite 3100, Seattle, Washington 98101-1176 as ("Company"), individually hereafter referenced as a "party", and together as the "parties".

The parties agree as follows:

1. PERFORMANCE.

The Company shall provide Risk Management Broker Services, in accordance with IRFP 5548-21 issued by the City, and Company's January 19, 2022 Response to Request for Proposal, which is attached as Exhibit B. In the event of a conflict between Company's Response and this City Contract, the terms of this contract will control.

2. TERM OF AGREEMENT.

The term of this Agreement begins on April 1, 2022, and shall run through March 31, 2025, unless amended by written agreement or terminated earlier under the provisions. This Agreement may be Renewed at the option of the City not to exceed two (2) additional one year contract periods.

3. COMPENSATION / PAYMENT.

Total annual compensation for Company's services under this Agreement shall not exceed **SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00)**, per year, not including applicable tax, unless modified by a written amendment to this Agreement. If this Agreement is extended beyond the initial three year term as provided in Section 2, the annual compensation will increase to \$68,250 per year.

- A. It is agreed that the broker may retain standard carrier commission received for the cyber and terrorism placements in addition to the annual fee paid by the City.
- B. Should a new exposure/insurance policy coverage type be placed during the term, WTW will be allowed to retain annual stand market commission in addition to the annual fee.
- C. Should any special project be undertaken; which is outside the parameters of the Scope of Services, the City and the Broker will discuss and agree upon equitable compensation.

The Company shall submit its applications for payment to City of Spokane Finance Department, 808 West Spokane Falls Blvd., 4th Floor, Spokane, Washington 99201. **Payment will be made via direct deposit/ACH** within thirty (30) days after receipt of the Company's application except as provided by state law. If the City objects to all or any portion of the invoice, it shall notify the Company and reserves the right to only pay that portion of the invoice not in dispute. In that event, the parties shall immediately make every effort to settle the disputed amount.

4. TAXES, FEES AND LICENSES.

- A. Company shall pay and maintain in current status, all necessary licenses, fees, assessments, permit charges, etc. necessary to conduct the work included under this Agreement. It is the Company's sole responsibility to monitor and determine changes or the enactment of any subsequent requirements for said fees, assessments, or changes and to immediately comply.
- B. The cost of any permits, licenses, fees, etc. arising as a result of the projects included in this Agreement shall be included in the project budgets.

5. CITY OF SPOKANE BUSINESS LICENSE.

Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid annual business registration. The Company shall be responsible for contacting the State of Washington Business License Services at www.dor.wa.gov or 360-705-6741 to obtain a business registration. If the Company does not believe it is required to obtain a business registration, it may contact the City's Taxes and Licenses Division at (509) 625-6070 to request an exemption status determination.

6. SOCIAL EQUITY REQUIREMENTS / NON-DISCRIMINATION.

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Company agrees to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the American's With Disabilities Act, to the extent those laws are applicable.

7. INDEMNIFICATION.

The Company shall defend, indemnify, and hold the City and its officers and employees harmless from all claims, demands, or suits at law or equity asserted by third parties for bodily injury (including death) and/or property damage which arise from the Company's negligence or willful misconduct under this Agreement, including attorneys' fees and litigation costs; provided that nothing herein shall require a Company to indemnify the City against and hold harmless the City from claims, demands or suits based solely upon the negligence of the City, its agents, officers, and employees. If a claim or suit is caused by or results from the concurrent negligence of the Company's agents or employees and the City, its agents, officers and employees, this indemnity provision shall be valid and enforceable to the extent of the negligence of the Company, its agents or employees. The Company specifically assumes liability and agrees to defend, indemnify, and hold the City harmless for actions brought by the Company's own employees against the City and, solely for the purpose of this indemnification and defense, the Company specifically waives any immunity under the Washington State industrial insurance law, or Title 51 RCW. The Company recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. The indemnity and agreement to defend and hold the City harmless provided for in this section shall survive any termination or expiration of this agreement.

8. INSURANCE.

During the period of the Agreement, the Company shall maintain in force at its own expense, each insurance noted below with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW:

A. **Worker's Compensation Insurance** in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;

B. **General Liability Insurance** on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Company's services to be provided under this Agreement;

i. Acceptable **supplementary Umbrella insurance** coverage combined with Company's General Liability insurance policy must be a minimum of \$1,000,000, in order to meet the insurance coverage limits required in this Agreement; and

C. **Automobile Liability Insurance** with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without forty-five (45) days written notice from the Company or its insurer(s) to the City. As evidence of the insurance coverage(s) required by this Agreement, the Company shall furnish acceptable Certificates of Insurance (COI) to the City at the time it returns this signed Agreement. The certificate shall specify the City of Spokane as "Additional Insured" specifically for Company's services under this Agreement, as well as all of the parties who are additional insureds, and include applicable policy endorsements, the forty-five (45) day cancellation clause, and the deduction or retention level. The Company shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

9. DEBARMENT AND SUSPENSION.

The Company has provided its certification that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Assistance Programs under Executive Order 12549 and "Debarment and Suspension", codified at 29 CFR part 98.

10. AUDIT.

The Company and its sub-contractor shall maintain for a minimum of three (3) years following final payment all records related to its performance of the Agreement. The Company and its sub-contractors shall provide access to authorized City representatives, at reasonable times and in a reasonable manner to inspect and copy any such record. In the event of conflict between this provision and related auditing provisions required under federal law applicable to the Agreement, the federal law shall prevail.

11. ASSIGNMENT AND SUBCONTRACTING.

The Company shall not assign or subcontract its obligations under this Agreement without the City's written consent, which may be granted or withheld in the City's sole discretion. Any subcontract made by the Company shall incorporate by reference this Agreement, except as

otherwise provided. The Company shall ensure that all subcontractors comply with the obligations and requirements of the subcontract. The City's consent to any assignment or subcontract does not release the Company from liability or any obligation within this Agreement, whether before or after City consent, assignment or subcontract.

12. TERMINATION.

Either party may terminate this Agreement, with or without cause, by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Company for all work previously authorized and performed prior to the termination date.

13. STANDARD OF PERFORMANCE.

The standard of performance applicable to Company's services will be the degree of skill and diligence normally employed by professional companies performing the same or similar services at the time the services under this Agreement are performed.

14. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the City. All records submitted by the City to the Company shall be safeguarded by the Company. The Company shall make such data, documents and files available to the City upon the City's request. If the City's use of the Company's records or data is not related to this project, it shall be without liability or legal exposure to the Company.

Under Washington State Law (reference RCW Chapter 42.56, the *Public Records Act* [PRA]) all materials received or created by the City of Spokane are **public records** and are available to the public for viewing via the City Clerk's Records (online) or a valid Public Records Request (PRR).

15. ANTI KICK-BACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

16. MISCELLANEOUS PROVISIONS.

- A. **Amendments/Modifications:** This Agreement may be modified by the City in writing when necessary, and no modification or Amendment of this Agreement shall be effective unless signed by an authorized representative of each of the parties hereto.
- B. The Company, at no expense to the City, shall comply with all laws of the United States and Washington, the Charter and ordinances of the City of Spokane; and rules, regulations, orders and directives of their administrative agencies and officers. Without limiting the generality of this paragraph, the Company shall comply with the requirements of this Section.
- C. This Agreement shall be construed and interpreted under the laws of Washington. The venue of any action brought shall be in a court of competent jurisdiction, located in Spokane County, Washington.
- D. **Captions:** The titles of sections or subsections are for convenience only and do not define or limit the contents.
- E. **Severability:** If any term or provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

- F. **Waiver:** No covenant, term or condition or the breach shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed a waiver of any preceding or succeeding breach of the same or any other covenant, term of condition. Neither the acceptance by the City of any performance by the Company after the time the same shall have become due nor payment to the Company for any portion of the Work shall constitute a waiver by the City of the breach or default of any covenant, term or condition unless otherwise expressly agreed to by the City in writing.
- G. **Entire Agreement:** This document along with any exhibits and all attachments, and subsequently issued addenda, comprises the entire agreement between the City and the Company. If conflict occurs between Agreement documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Agreement to afford the City the maximum benefits.
- H. **No personal liability:** No officer, agent or authorized employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Agreement by having legally-binding representatives affix their signatures below.

**WILLIS TOWERS WATSON INSURANCE
SERVICES WEST, INC.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

Attachments that are part of this Agreement:
Exhibit A – Certificate Regarding debarment
Exhibit B –January 19, 2022 Response to IRFP

22-068

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. The undersigned (i.e., signatory for the Subrecipient / Contractor / Consultant) certifies, to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.
2. The undersigned agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
3. The undersigned further agrees by signing this contract that it will include the following clause, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
4. I understand that a false statement of this certification may be grounds for termination of the contract.

<hr/> Name of Subrecipient / Contractor / Consultant (Type or Print)	<hr/> Program Title (Type or Print)
<hr/> Name of Certifying Official (Type or Print)	<hr/> Signature
<hr/> Title of Certifying Official (Type or Print)	<hr/> Date (Type or Print)

EXHIBIT B



Willis Towers Watson

Response to Request for Proposals for for Risk Management Insurance Broker Services IRFP NUMBER: 5548-21

January 19, 2022

Executive Summary

We have had the honor of serving the City of Spokane for Twenty-one (21) years and appreciate the partnership. We have enjoyed working with your Risk Management Team and welcome the opportunity to reinforce the breadth and depth of Willis Towers Watsons' qualifications, through participation in this RFP. We appreciate your business and recognize that we must continually earn the right to remain your risk management partner.

We will demonstrate why Willis Towers Watson is uniquely qualified to continue to provide the insurance brokerage and advisory services for the City of Spokane for the following reasons:

- We present you with a seasoned, well established team that works together successfully to meet the needs and goals of the City of Spokane.
- The combined portfolio of public entity managed by our company is one of the largest in the West.
- The Willis Towers Watson Team has a working knowledge of risks, processes and business operations of Public Entity risks and the analytical tools to evaluate them.
- We have global market access and relationships with the key markets for Public Entity risks.
- Our firm has many years of experience with local governmental operations and complemented by significant global market resources, if needed, which have provided brokerage, insurance and/or advisory services. An example of this is the manuscript coverage on the UpRiver Dam.
- Our depth of resources to support and assist the City of Spokane in various disciplines and capacities including but not limited to claims consulting, risk control consulting, vendor contract review, as well as Risk Management Information Services (RMIS) consulting.

We certainly hope you have seen the benefits of our service over the last 21 years and recognize our devoted dedication and valued partnership with the City.

In summary, should we have the privilege of being selected to continue as the broker partner for the City of Spokane, we will do our utmost to continue to provide an unparalleled level of tools, services and expertise to meet and exceed your expectations, therefore enabling your team to do what it does best, servicing the greater needs of the City and its citizens.

Table of Contents

TECHNICAL PROPOSAL..... 1

MANAGEMENT PROPOSAL 13

COST PROPOSAL 44

APPENDIX..... 45

Willis Towers Watson Insurances
Services West, Inc.
600 University Street, Suite 3100
Seattle, WA, 98101

January 19, 2022

City of Spokane Purchasing Department
Attn: Connie Wahl
808 W. Spokane Falls Blvd.
Spokane, Washington 99201-3316

RE: Risk Management Insurance Broker Services, IRFP NUMBER: 5548-21

Ms. Wahl:

Thank you for the opportunity to respond to your Request for Proposal, RFP #5548-21 for Risk Management Insurance Broker Services.

We have had the honor of working with the City of Spokane's Risk Management Team for the past 21 years and welcome the opportunity to reinforce the breadth of strength of Willis Towers Watsons' Risk Management Portfolio, through participation in this RFP.

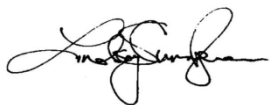
Willis Towers Watson's legal firm status is that of a corporation. We will enlist the expertise of colleagues all around the world, ensuring you have access to the entirety of our expertise, the primary servicing office is in Seattle, WA. The Seattle office is located at 600 University Street South, Suite 3100, Seattle, WA., 98101.

To my knowledge there are no current or former employees from Willis Towers Watson employed by or on the Firm's governing board as of the date of the Proposal or during the previous twelve (12) months.

Willis Towers Watson Insurance Services West, Inc. will comply with all the terms and conditions set forth in the Request for Proposal, unless otherwise agreed to by both parties. To that end, we hereby provide our response to the RFP electronically through the ProcureWare online procurement system portal as requested.

We are happy to answer any questions and/or expand on any areas requested. Please feel free to contact Karin Nelson, your Account Executive at 206-343-6015 or by email at Karin.nelson@willistowerwatson.com for further clarification.

Sincerely,



Lindsay Cunningham
Executive Vice President
Corporate Risk & Broking Leader, Pacific Northwest
Phone: 206.913.3667
Email: Lindsay.cunningham@willistowerswatson.com

Technical Proposal

A. Demonstrate a clear and concise understanding of the project requirements and proposed approach and methodology for management and successful completion of the scope of services. Provide details describing project team, lines of authority, responsibility and person within the Firm that will have prime responsibility and authority for the work. The Firm may also present any creative approaches that may be appropriate and may provide any pertinent supporting documentation.

Our Approach to Executing the City's Scope of Services Requirements

As a current partner and consultant for the City of Spokane, we feel uniquely qualified to advocate on behalf of all insurance and risk issues. Based upon our expertise and knowledge of the inner workings of the City, we work with you to assess your policy structure, coverages, deductibles, etc.

Willis Towers Watson has the capabilities and dedicated resources to deliver the specialized service required of the Public Entity Industry. Our team goes beyond the transactional aspects of just insurance broking and offers the unique perspectives to enable our clients to utilize insurance to achieve financial objectives. Our structure is designed to accommodate demanding service requirements, risk management consultation and the implementation of all traditional and niche type programs.

We are widely regarded as the world's leading provider of insurance brokerage and risk consulting services to Public Entity clients. Our Public Entity practice consists of over 800 public entities, 40 government pools, a dedicated account and administrative staff of 200+ with an average tenure of over 20 years serving our clients. Based on our extensive experience in the Public Entity sector, we are familiar with the vast challenges and opportunities that come with operating a successful public entity program. Our accumulated expertise and experience working on behalf of Public Entity clients this enables us (1) to best understand the issues and the inherent risks you face and (2) to deliver relevant, proven solutions at a moment's notice.

Your WTW team has the required broking and placement expertise needed to understand and service the needs of the City. Our team has experience with large public agencies including state and local governments in addition to public works, transit, airports, water districts, and utility programs. We have placed coverage from the state level to small rural communities buying in pools. We have developed our own proprietary language with insurers to broaden coverage and amend terms and conditions. Our relationships with the markets are global in nature and include Europe, Asia, the United States and Bermuda. We have claims and litigation experts that have handled claims for various public entity clients and an experienced team of forensic accounting and complex claims experts to navigate any incurred losses. The City has designated WTW claims consultants who will work with you and/or your TPA or advocate on your behalf utilizing our expertise.

Understanding the city is interested in exploring new ways to finance its risks earlier this year with your past September renewals, we explored an alternative to traditional insurance by providing indications from the Washington Cities Insurance Authority, which we again recommend exploring for the up-coming renewal.

Following is our proposed approach and methodology for management and successful completion of the scope of services.

Our Client Engagement Framework sets the stage for our commitment to the City of Spokane. This Framework will not only continue to deliver optimal program structure but will drive meaningful program evolution over time, consistent with your changing exposures and risk transfer philosophy. In addition, we will always have a well-planned and thought out renewal for each line of coverage.

- **Step One - Establish Full Risk Profile:** The first phase of delivering the city with the optimal risk transfer strategy is to understand the risk exposures faced by your organization. With our knowledge of your account and a variety of tools, we can identify existing and emerging risks and then quantify how these various risk scenarios may impact the city.
- **Step Two - Identify Insurable Risk Profile:** Once we have identified and quantified the risks the city faces, we need to understand how and where insurance will respond to these risk scenarios. Through Step 2, we will identify gaps in coverage and develop solutions to address those gaps.
- **Step Three - Determine Optimal Risk Transfer Strategy:** Through Steps 1 and 2, we continue to address the changing risks, how severe the exposure is, and how the current insurance policies respond and if adjustments in coverage need to be made. In Step 3, we will create the optimal program for the city's risks. This includes using our understanding of your risk tolerance, determining appropriate limits, and developing the most efficient, risk-sensitive insurance program possible.
- **Step Four - Execute Optimal Strategy:** Steps 1-3 lead to our ultimate insurance placement recommendations. We incorporate the information gained from the consultative client engagement framework to drive solutions that mitigate the current and emerging risks for the city. We will propose various program structures and provide a thorough evaluation of the benefits and considerations of each, as well as provide our ultimate recommendation.
- **Step Five - Client Engagement 365** is a key differentiator from other brokerage models. We will provide the city with a year-round, 365-day client engagement strategy that provides for continual evaluation of the Company's risk profile, breaking from traditional brokerage models that focus only on the months surrounding a renewal. A detailed outline of the events calendar for Client Engagement 365 follows on page twelve (12).

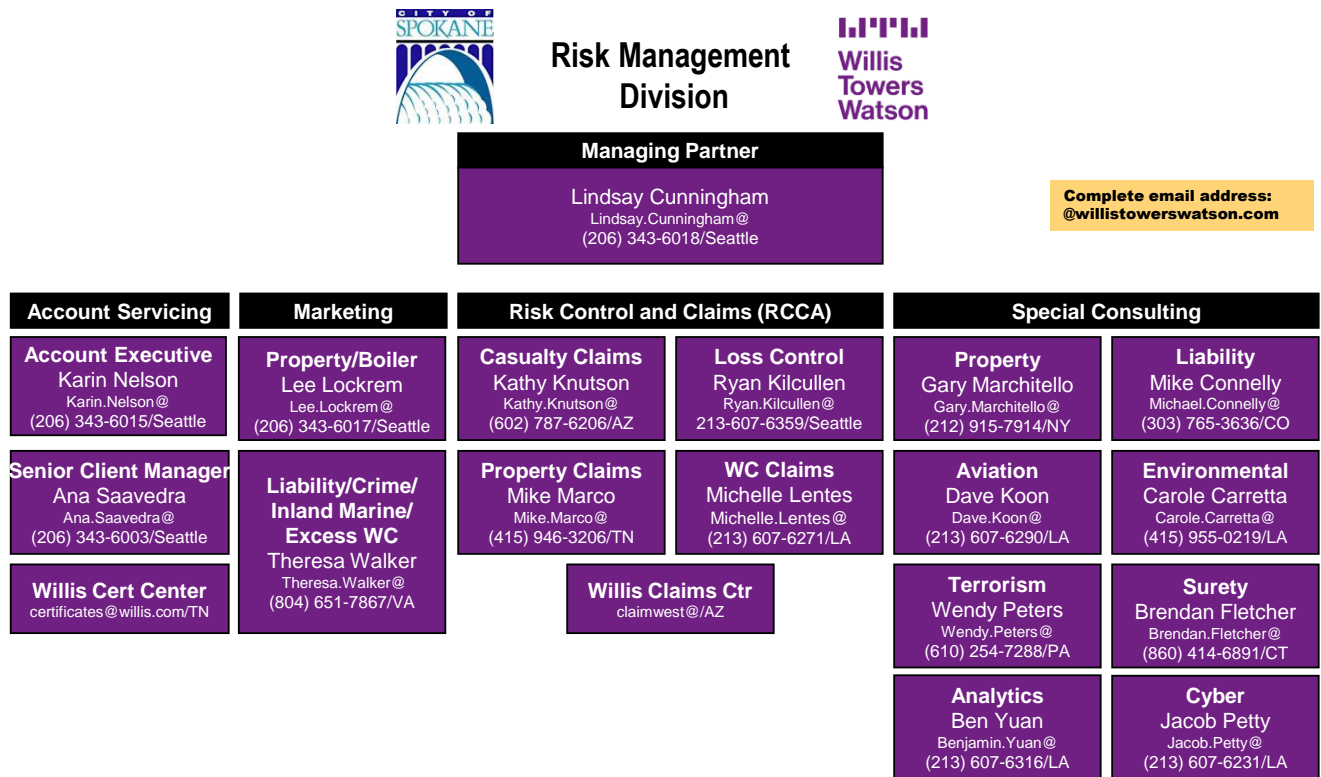
As a WTW client, the City of Spokane will benefit from all of the traditional building blocks of a successful partnership: access to teams of dedicated and experienced brokerage experts, in-depth and tailored exposure analyses, benchmarking capabilities, policy reviews and claims advocates, our strong marketplace leverage, product innovation, and creative thought leadership. We define a successful client engagement as one that:

- Delivers a comprehensive risk transfer solution that minimizes the Total Cost of Risk and is of immediate value
- Introduces meaningful enhancements based on our leading knowledge of the Public Entity industry trends within your organization and within the insurance market
- Yields a program structure that is capital efficient and based on an informed decision-making process
- Creates a program that is flexible enough to be strategically modified over time—in terms of both coverage and structure—according to your changing needs and the evolving risk landscape.

These services apply to all lines of coverage outlined in the solicitation. This approach has allowed us to evolve with you over the years while continuing to deliver the “right fit” insurance programs for the City.

The City's Service Team

Our day-to day servicing will function on two levels. The macro level, consisting of planning and strategic activities, which will be managed by your global client advocate, Lindsay Cunningham. Your day to day service team will consist of Executive, Karin Nelson, your primary contact, and your Senior Client Manger, Ana Saavedra. Karin and Ana will work in tandem with the remaining team and brokers assigned to your account and will provide the controls necessary to effectively manage the City's account. All of the individuals on the team assembled for the City meet rigorous standards. They have all been selected for the City's team to play a particular role based on their technical experience, expertise and industry knowledge. Your team is committed to be available on a daily basis and respond in commercially reasonable timeliness to the City for advice and consultation on insurance program related issues and concerns. The following chart depicts your proposed core service team. Team Bios are included with [Appendix A](#).



B. Provide a detailed description of all of the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project as described in the Scope of Services section. This will include team assignments, allocations of resources and a project schedule with completion dates for elements of work and deliverables. Provide name and address of any sub-consultant and what services they may provide. Describe how Firm will respond proactively to issues and project scope changes. Include any required involvement by Agency staff.

For ease of navigation, we have included the City's required Scope of Services below, with links to the [primary](#) areas in the proposal where we have addressed the requirements. Additionally, the City's scope of service requirements are discussed throughout the proposal.

Scope of Services	Link to Page #
1. Provide review and evaluation of alternative risk financing such as captives, pooling programs, etc.	16
2. Develop a complete understanding of the City's areas of exposure and consult with the City about short and long term solutions.	20
3. Annually evaluate existing insurance contracts and claims history and make recommendations concerning any changes, modifications and/or additions in the terms, conditions, coverage limits or risk financing structure needed to yield a comprehensive risk management program to cost effectively protect the interests of the City.	32
4. Annual evaluation shall include market analysis and forecasting by insurance line prior to each renewal. This analysis would include pricing and service trends, availability of markets and a forecast of long-term market direction.	23
5. Identify programs, products, and insurers capable of meeting the City's insurance and risk transfer needs and prepare bid specifications for markets capable of quoting on City risks.	23
6. When authorized by the City, approach appropriate markets on behalf of the City to obtain pricing and coverage descriptions. If and when available, a minimum of at least three competitive quotes from reputable insurance carriers or risk facilities will be obtained for each type of risk or risk financing structure.	23
7. Present for the City in an understandable format, an evaluation of the results of each solicitation with a comprehensive financial analysis and recommendations for selection of an insurer for each type of risk or risk structure.	29
8. Negotiate on the City's behalf the details of insurance contracts with selected carriers or risk facility and audit resulting policies or agreements for accuracy of coverage, terms and conditions and compliance with financial arrangements and administrative procedures acceptable to the City.	30
9. Provide verification of coverage or financial responsibility as needed by the City to satisfy lessors, contractors, and other parties from whom the City seeks services.	30
10. Provide consultation and conceptual approaches for evaluation, training and education relative to loss control, safety, claims management and related topics in the area of risk management.	35
11. Provide consultation services for City as to risk related issues in contractual arrangements.	32
12. Provide assistance in the form of advisory services or written reports as is customarily expected from a professional insurance Firm.	38
13. Provide options for special event insurance coverage for organizations and persons performing temporary business within the auspices of the City.	32
14. Provide support in preparing proofs of loss or claims reports and assist in obtaining loss settlements from insurers.	33
15. Provide catastrophic claims management consultation, evaluation, and service.	34
16. Supply or make available risk management services including basic property valuations, loss control consulting and inspection services.	35

Our Service Philosophy



A Snapshot of our Core Services

WTW's core brokerage and consulting services are included in our proposed fee.

General Services

- Day-to-day responsive service with a Seattle based Account Management Team
- Lead strategy and stewardship meetings
- Issue Certificates of Insurance and Auto ID Cards
- Assist with data collection
- Administer premium billings
- Administer surplus lines filings
- Conduct premium audits
- Ensure WC filings are completed by carrier for states covered with payroll on applicable policy
- Renewal deliverables such as insurance summaries, program schematics, board reports, etc.

- Provide market security updates as available
- Provide general market intelligence

Contractual Liability Services

- Review all contracts as presented by the City and advise on insurance requirements relating to such contracts.
- Provide best practices and recommendations:
 - Our team manages all aspects of your program including contract review, analyzing insurance, indemnity sections and hold harmless agreements, and assisting you with negotiation of final terms and conditions.
 - Our team works closely with you, assisting with contractual review and representing your best interests. When appropriate, as contractual issues arise, we will advocate on your behalf and work with your carrier(s) to negotiate terms with the drafter(s).
 - Our experienced insurance professionals review thousands of contracts on an annual basis, allowing us to compare terms and identify language of concern. We also utilize our Regional, National, and International Resources which provides added contractual review via our in-house legal experts.

Broking Services

- Provide ongoing coverage analysis to meet the escalation of growth and associated risks
- Design and prepare submissions and applications
- Represent the City in the marketplace and lead underwriting meetings
- Analyze and provide quote comparisons for financial and coverage options
- Negotiate and bind all coverages at your direction

Core Data Analytic Services

Embedded analytics in our service model: Perhaps WTW's major differentiator is our commitment to making analytics the foundation of our entire service model. Our analytics process is deployed by the client service team and embedded into the annual placement strategy and longer-term risk financing strategy. It is not a random, one-off event, but is treated as a critical component to the WTW overall service plan for each client.

Analytics are very specific to each client, However, this link provides a view of our “quantifies” <https://www.willistowerswatson.com/en-US/Solutions/corporate-risk-tools-and-technology>

Technology Services: A Key Service for the City

At WTW, we believe that each client is unique and should be treated as such. While insurance transactions are commonplace, the handling of these transactions should be customized for each client's individual needs. WTW offers a state-of-the-art system for policy administration and certificate issuance.

- **Policy Portal** – For real-time information about your insurance program, WTW has the fully customizable **Risk Intelligence Central (RIC)** where you able to view information about your policies, communicate with my service team, and collaborate with parties across my broker service team. RIC is used by the City's risk management team and policies have been loaded for ease of access.
- Accurate documents are reviewed not once, but twice, through our **Willis Excellence Model**, or WEM for short. Likewise, billings are proofed twice for accuracy before going out. And as stated before, RIC houses your policy documents immediately when they have passed this final checking phase.

Certificates of Insurance

The WTW Certificate Center partners with the City to process certificates of insurance and auto ID Cards. The city has access to **Proofs Direct** our proprietary certificate portal. Or alternately as currently handled, the city can request directly from the team. **We issue approximately 103 certificates a year for the City.**

Highlights:

- 250 associates responding to 1 million requests
- Issued 3.4 million certificates and auto ID cards annually by three dedicated offices.
- Lowest turnaround times in the industry
- Secure 24/7 access to our Certificate Portal storing all certificates issued by the Global Certificate Center with capabilities for searching, viewing and issuing

Our capabilities	Turnaround times	Hours of operations
<ul style="list-style-type: none">■ Certificate Issuance■ Evidence of Property■ Auto ID Issuance■ Industry expertise■ Renewal planning	<ul style="list-style-type: none">■ Work stoppage issues: Immediate response■ Rush routine midterms: 90 minutes■ Routine midterm: 4 hours■ Renewals: 2 business days	<ul style="list-style-type: none">■ 7:00 AM to 7:00 PM CST■ Weekends during heavy renewal cycles■ Certificate website available 24/7

Proofs Direct portal is where you can access your past certificates and request new certificates. Our system even allows you the ability to issue your own certificates that don't require job specific carrier endorsements.

Claims and Risk Control Services

Claim Reporting

- Reporting losses on all appropriate policies
- Reporting claims in accordance with any known reporting guidelines from the City
- Confirming receipt of reported claim by carrier
- Sending acknowledgment to The City confirming new loss report
- Conducting coverage reviews of all new losses

Claim Advocacy

- Addressing issues concerning applicable coverage
- Advising the City on claims process expectations of carrier, policy coverage
- Assisting the City in determining if incident should be reported
- Reviewing and assisting with coverage issues/rebuttals
- Reviewing and assisting in with response to reservation of rights
- Helping expedite claim handling process
- Negotiating reserves/settlements/salvage credits
- Analyzing contractual indemnity issues

Strategy Reviews

Telephonic or onsite reviews to determine appropriateness of claim strategy and course of action retrospectively and prospectively, including preparatory claim selection, organizing appropriate parties and all necessary follow up.

Risk Control and Safety Services

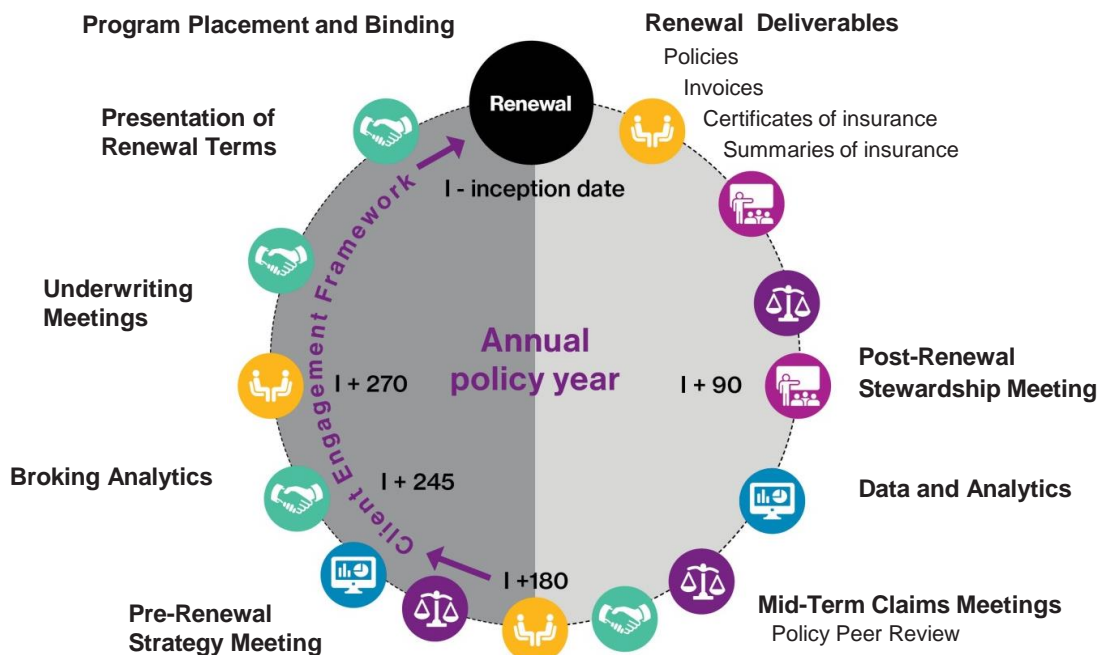
- Project management
- Risk improvement planning and training
- Inspection coordination
- Pre loss planning
- Business continuity consulting
- Fire protection consulting
- Fleet management consulting

Engagement 365 – Our Integrated Broking and Service Model

Engagement 365 (E365) ensures that the City has a highly integrated broking team across WTW. Our platform in product areas such as analytics, placement, risk control, claims, and other areas, works in unison throughout the insurance cycle. This continuously evaluates the City current program to ensure it maximizes your risk transfer options and capital allocation as the organization's risk tolerance changes. We feel that your UpRiver Dam is a good example of how our integrated teams work so closely together that we succeed in protecting your needs in complex situations.

In addition, our E365 process embeds analytics into our broking teams at the strategic level and within the individual insuring line placement processes. This ensures that the in-depth knowledge of your risk and your program design directly informs our analytics. This also empowers our brokers to negotiate effectively on your behalf in an increasingly analytical insurance marketplace. Our analytics are used by our clients to evaluate and manage risk holistically and within its own unique risk profile, ensuring the most efficient use of risk bearing capacity.

Our Year Round Service Model



Service Plan: Flawless Execution

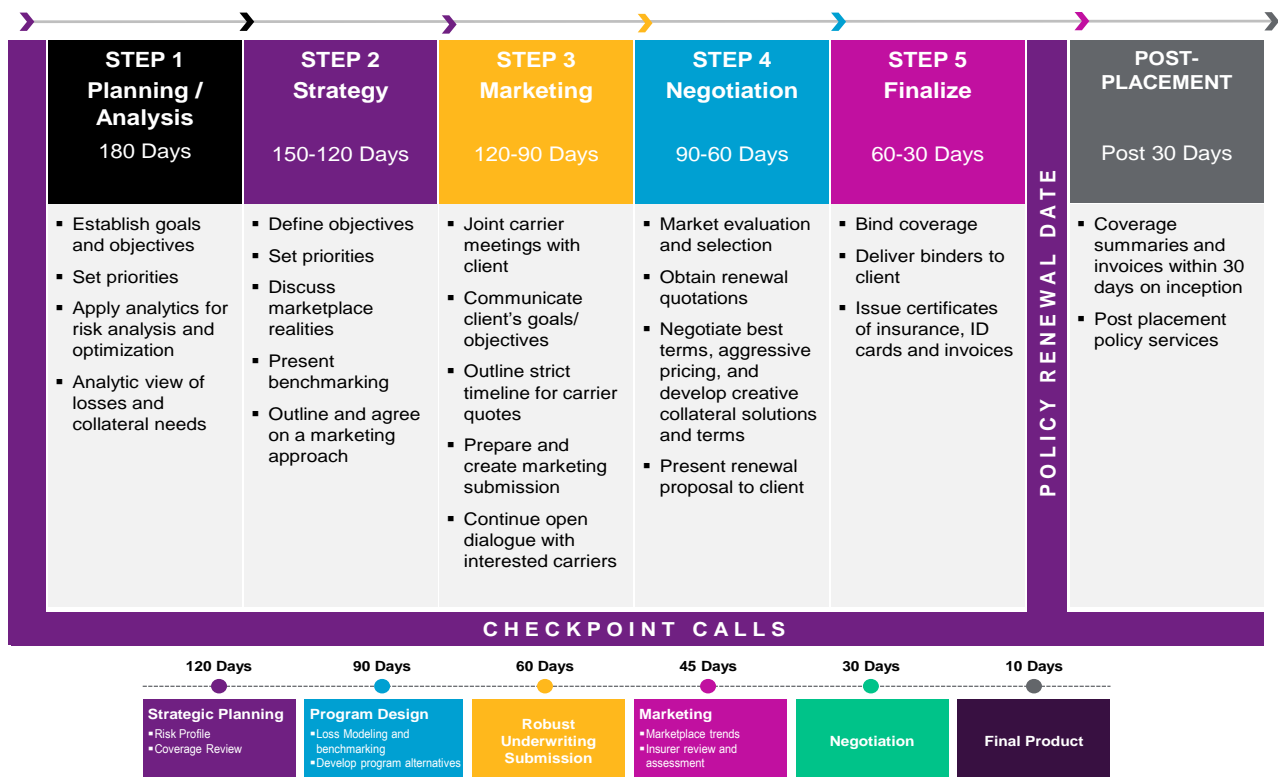
We are committed to excellence as well as thoughtful planning that is responsive to the City's needs, timetable, stakeholder commitments, and other key metrics that we will work to identify with you as we continue to build our relationship. This pillar of E365 includes our commitment to:

- Hold ourselves accountable to you for what we promise
- Quality you can rely on
- On-time delivery of what you expect
- Pride in execution

Presented earlier in the proposal, the Client Service Plan will be the ultimate guide for our service delivery. We will work with the City to develop a plan that anticipates your needs around stakeholder management and internal deadlines to mitigate 'surprises' and manage to a controlled outcome. While the current marketplace can require flexibility and a need to 'pivot' we will use the client service plan and individual line of business timelines to hold ourselves accountable.

Renewal Process

We strongly believe the best strategy for optimal results is working together with the City to create a detailed annual service plan inclusive of the renewal process. The annual service plan guides the day-to-day activities of your Willis Towers Watson team. The 'roadmap' is created together, as a team to ensure collaboration and accountability. Client's annual service plan focuses our efforts to obtain the optimal balance among insurance program design and innovation options; coverage terms and conditions; insurance limits; risk transfer premiums and retained costs. Ultimately, we will work together to help achieve Client's corporate, enterprise risk management and insurance objectives. A snapshot of our renewal process is shown as follows:



Monitoring Client Satisfaction

Monitoring client satisfaction occurs daily through every interaction. Examples of some of our tools utilized to ensure and monitor our clients' satisfaction are open items reports (weekly/monthly/quarterly), annual stewardship reports, our client advisory board and service level quality control standards.

For the City, we propose a standing monthly open item call with our service team so that outstanding issues can be discussed, new objectives can be added to our open items report, and any feedback on performance can be obtained.

Another monitoring means for considerations involve a Key Performance Indicator (KPI) mechanism linking our compensation to our results. KPIs will need to be clearly defined, measurable and mutually agreed upon. Based on the feedback received to date we would suggest framing KPIs around the following objectives:

- Relationship Management and Communication
- Administration: Responsiveness and Quality
- Broking: Marketing and Placement
- Claims Management and Engagement
- Creativity and Strategic Thinking

Problem Escalation

Each member of the City's client service team is empowered and encouraged to highlight problems and collaborate on solutions. Our abiding commitment to the City will is to always do what is right and maintain our integrity while delivering optimal risk financing results in line with the City's strategy and protecting the brand of the City and your team. When problems arise, we will address them forthrightly and with transparency to the City and all our clients. WTW maintains an open and collaborative culture, one in which the raising of awareness on issues or problems is encouraged and rewarded. Important elements of our Client Experience and Service Platform will include role clarity, clear communication, streamlined contracting process and creative/ strategic thinking.

Annual Client Satisfaction Survey

In order to continue to provide our clients with the best service, value, and transparency, WTW completes our Client Satisfaction Survey on an annual basis. This is performed by either sending a short survey or through an interview by a senior member of our organization who does not have any involvement on your account. Every response will be reviewed by our leadership team with all feedback being critically taken into consideration.

WEM – Willis Excellence Model

The Willis Excellence Model (WEM) is our process framework that identifies the steps and quality control standards to be followed in providing services in the City's best interests. Process milestones must be met for each client renewal involving renewal strategy, submissions, marketing/delivering quotes, and confirmation of binding. The WEM standards are internally self-assessed each month, assessed by auditors and compliance is tied to compensation.

WEM is a key element for our management system of controls and has been designed to support the quality of service we provide to our clients. Through WEM, the City receives the highest level of contract certainty, coverage integrity and policy service. In addition to our WEM process framework, WTW will comply with Broker

Service Requirements developed by clients, including required service milestones and other specific deliverables relating to brokerage services.

Engagement 365 Client Plan

We are committed to excellence as well as thoughtful planning that is responsive to the City's needs, timetable, stakeholder commitments, and other key metrics that we will work to identify with you as we continue to build on our long-term relationship. This pillar of E365 includes our commitment to:

- Hold ourselves accountable to you for what we promise
- Quality you can rely on
- On-time delivery of what you expect
- Pride in execution

Below we have included our Client Service Plan for the City of Spokane. This plan follows our E365 model discussed above, and we encourage the City to be active in the planning of each milestone and can certainly adjust according to the City's needs and/or preferences.

The City of Spokane, Client Service Plan

Effective 09/01/22 – 09/01/22

Strategic Client Planning	Frequency	Owner	Start	End	Status
Strategic Risk Review and Renewal Strategy Meeting	Annual	WTW/COS	5/5/2022		
E365 Plan Delivered	Annual	WTW	5/5/2022		
State of the Market Update	Quarterly	WTW			
Renewal Strategy Recap Delivered	Annual	WTW	5/10/2022		
Underwriter meetings with client	Annual	WTW/COS	7/1/2022		
Claims Review Meeting	Semi-annual	WTW/COS	7/10/2022		
Post Bind Meeting	Annual	WTW.COS	9/11/2022		
Renewal Postmortem Memo Delivered	Annual	WTW	9/16/2022		
Stewardship Meeting	Annual	WTW/COS	11/15/2022		
Stewardship Recap Delivered	Annual	WTW	11/20/2022		
Insights and Analytics	Frequency	Owner	Start	End	Status
Collateral Quantified	Date range	WTW	7/2/2022	8/2/2022	
Carrier / TPA Reports	Date range	WTW/TPA	5/3/2022	6/3/2022	
Property Peer Benchmarking	Date range	WTW	6/3/2022	7/3/2022	
Flawless Execution	Frequency	Owner	Start	End	Status
Renewal Information Request	Annual	WTW	5/10/2022		
Submission to Market	Annual	WTW	6/15/2022		
Analyze Quotes and Market Negotiation	Date range	WTW	7/1/2022	8/1/2021	
Renewal Proposal Presentation	Date range	WTW	8/1/2022	8/10/2022	
Bind coverage with carriers	Date range	WTW	8/16/2022	8/26/2022	
Binders, Certs, Auto IDs, Other Proofs	Date range	WTW	8/16/2022	8/28/2022	
Invoices and Allocations	Date range	WTW	9/1/2022	9/10/2022	
Policy Review and Delivery	Date range	WTW	9/1/2022	11/1/2022	
Open Items Management	Ongoing	WTW			
Contract Reviews	As needed	WTW			
Changes in exposure and coverage	As needed	WTW/COS			
Policy Audits or other adjustments	As needed	WTW			
Risk Intelligence Central (RIC) mgmt.	Ongoing	WTW			
Training and Education Programs	Ongoing	WTW			

Management Proposal

A.1. Indicate the experience the Firm, staff and any sub-consultants have relevant to the scope of services and with specific content including the following: Public Sector. Relevant insurance placement, account handling experience and client references shall be presented in detail, with all experience cited to be recent and to have been performed, to a considerable degree, by members of the proposed account team. Emphasis shall be given to identifying comparable services for public sector organizations. For each client reference, a brief description of services provided, when provided, and name, title phone number, and email address of the principal contact person should be shown. The Firm grants permission to the City to contact the references provided. Do not include current City staff as references. The City may evaluate references at the City's discretion.

Willis Towers Watson's Public Entity Practice

The WTW team has the required expertise when it comes to understanding and servicing the needs of the City's property and casualty program. Our team has experience with large public agencies including state and local governments, in addition to public works and utility programs. We have litigation experts that have handled claims for large metro districts and an experienced team of forensic accounting and complex claims experts to navigate any incurred losses. Westcoast cities, municipalities and counties are at high risk for loss events such as earthquake or fire; we are able to offer strategies for infrastructure upgrades as well as legal advice and referrals to federal and state resources.

 <p>Providing Value to over 800 Public Entities & 40 Government Pools</p>	<p>98% Retention Rate Dedicated Service team with exceptional response time & client</p> 	<p>Staff average of 20+ years of experience</p> 
<p>Exceptionally Strong Relationships with Domestic and International Markets</p> 	<p>Public Entity Experience Together we unlock potential!</p>	<p>No Silos Integrated Claims, Marketing & Risk Control Staff</p> 
 <p>Combining Global Experience via London & Bermuda</p>	<p>Over 40 Years of Supporting Public Pools</p> 	<p>Market Leading Analytics to drive informed decisions</p> 

Our specialized center of excellence in public entities is dedicated to the sales and servicing of over 800 public entities throughout North America. The team regularly interfaces with numerous Public Entity experts throughout the U.S to provide risk management, consulting, and insurance brokerage services to a broad range of public entities including state governments, non-profits, school districts, institutions of higher learning, governmental pools, and municipalities in the sharing and benchmarking of information, the identification and response to changing marketplace conditions, and trends in the legislative and regulatory environment.

The WTW Public Entity Practice is staffed by industry leading professionals that spend all their time servicing the needs of Public Entity clients. All our team members meet rigorous standards. They are employed based on proven experience within the Public Entity arena and are expected to maintain their expertise, keeping up with new developments in risk management practices and changes in the business world at large. Many of our colleagues have additional certifications and designations including ARM, CPCU, CRM, CPM (Certified Public Manager), CIC as well as master's degrees. In addition, our team is highly active in several Public Entity associations such as PARMA, CCWC, PRIMA, STRIMA, AGRIP, URMIA and others. WTW holds training seminars and publishes internal information, to include a quarterly newsletter called Public News & Views, to promote a consistently high level of proficiency and knowledge among our colleagues.

We believe that the markets respond better to brokers that are experts in their given fields as opposed to those that are generalists, and even more so to those who have market leverage. Public entities are unique in the exposures they face, the pressure to balance insurance needs with the availability of appropriated funds, managing the expectations of various political influences, challenges associated with the proper allocation of cost to agencies with limited financial means, etc. Therefore, it is imperative that the broker understand the Public Entity sector. Many firms indicate that they are specialists in Public Entity, but ours is backed by the premiums placed in the marketplace and the analytics that deliver the key insights to deliver the optimum outcomes.

WTW has the knowledge and dedicated resources to help the City of Spokane navigate this complex risk landscape. We understand the challenges you face and have the experience and expertise to be trusted advisors and risk management partners to your organization. Our team will help enable you to make the best decisions and implement the right solutions to continue to manage the City.

We will deliver value to the city by leveraging our industry experts strategically located throughout North America coupled with the resources of our global company



- **Intellectual capital:** the public entity and education practice is comprised of industry experts who strive to share their knowledge and experience with our clients through thought leadership articles and publications
- **Industry-specific products and innovation:** through a consistent approach to innovation, our public entity and education practice provides industry-specific solutions to meet our clients risk management needs as efficiently as possible
- **Industry commitment:** our team is passionate and committed to public entities and education through our continued involvement in many key public risk management associations and organizations.

Sample National Public Entity Client List

Across the US we broker public entity placements for many large states, cities, and counties. In the west region, we currently place insurance programs for the State of Arizona, Nevada, Colorado and Oregon. Below is a sample of additional public entity clients served by WTW.

<ul style="list-style-type: none"> ▪ City & County of Denver ▪ County of Los Angeles ▪ City of Maricopa ▪ City of Yuma ▪ State of Maryland 	<ul style="list-style-type: none"> ▪ State of Arizona ▪ State of Nevada ▪ State of Texas ▪ State of Minnesota ▪ State of Oregon 	<ul style="list-style-type: none"> ▪ State of Georgia ▪ State of South Carolina ▪ State of New York ▪ State of West Virginia ▪ State of Wyoming
---	--	--

Sample U.S. West Region Public Entity Client List

Additionally, our western region manages a large list of public entity and education clients. Without obtaining client permission, we are unable to provide a full list of our clients, but we have shared a select few below as examples of our Servicing Office and regional experience in public entity and education.

WTW Select Public Entity Clients	
State of Nevada	Las Vegas Metro Police Department
Clark County	State of Oregon
Nevada Pool Pact	City of Vancouver
City of Spokane	County of Los Angeles
Clark County Dept of Aviation/CCDOA	City of Yuma
Nevada System of Higher Education	UMC Hospital

References

Organization Name	State of Nevada
Contact / Title	Mandy Hagler, Risk Manager State of Nevada
Address	201 S. Roop Street, Suite 201, Carson City, NV 89701
Phone	(775) 687-1755
Email	mhagler@admin.nv.gov
Services Provided	WTW provides professional brokerage services for the placement, day to day administration and actuarial services for the State of Nevada. Our placements include: Excess Liability, Aviation, Workers' Comp., Fine Arts, Coverage for the Hoover Dam Bridge and Property/Casualty for the Bureau of the blind program.
Organization Name	Nevada System of Higher Education (NSHE)
Contact / Title	Lisa Schaller, Executive Director of Insurance and Loss Control
Address	Nevada System of Higher Education M/S 014 2601 Enterprise Road, Reno, NV 89512
Phone	(775) 750-9901
Email	lschaller@nshe.nevada.edu
Services Provided	WTW provides professional brokerage services for the placement, day to day administration and actuarial services for NSHE. Our placements include: Excess Liability, Cyber Liability, Crime, Workers' Comp, Pollution and Special Risk and D&O.
Organization Name	City of Vancouver
Contact / Title	Brent Waddle, Risk Manager – Interim Risk & Safety Division
Address	415 W 6th St. PO Box 1995, Vancouver, WA 98668-1995
Phone	(360) 487-8436 C: (360) 624-5686
Email	brent.waddle@cityofvancouver.us
Services Provided	WTW provides exclusive professional brokerage services for the placement, day to day administration for City of Vancouver and TPA selection consultation. Our placements include: Property, Inland Marine, General and Excess Liability, Law Enforcement, Cyber Liability, Crime, Pollution and Workers' Comp. and D&O.

Innovation & Analytics

Alternative Risk Transfer (ART) Solutions

We have worked with numerous public agencies to leverage Alternative Risk Transfer (ART) solutions in their risk financing approach.

We constantly provide solutions in design and deliver one-of-a-kind risk transfer solutions. These tailor-made risk financing solutions are a key response to some of the limitations of traditional insurance markets and provide access to different forms of capital.

Our ART specialists look at other “risk transfer methods”, like a Captive, and how these alternative solutions might work for the County. Our ART expertise spans the globe and includes a wide variety of industries, and our solutions are backed by robust actuarial work. We can evaluate and execute all forms of risk transfer including both insurance and capital market instruments. By testing all alternatives which can work in tandem with, supplement, or even replace traditional insurance structures, we can maximize the marketing scope of your risk portfolio and help you to improve the efficiency of your insurance.

WTW has used ART to place parametric earthquake and coverage for traumatic brain injuries for public entities that include higher education. In addition, we needed to solve an issue for one of our clients wherein there is no sexual abuse and molestation coverage in the market, therefore we are currently exploring ART for a multi-line, multi-year placement as an excess policy. The multi-line, multi-year may make this more palatable to the ART market. We have also placed a parametric earthquake solution for a large California city exclusive to its bonded properties as another example. Some additional examples include:

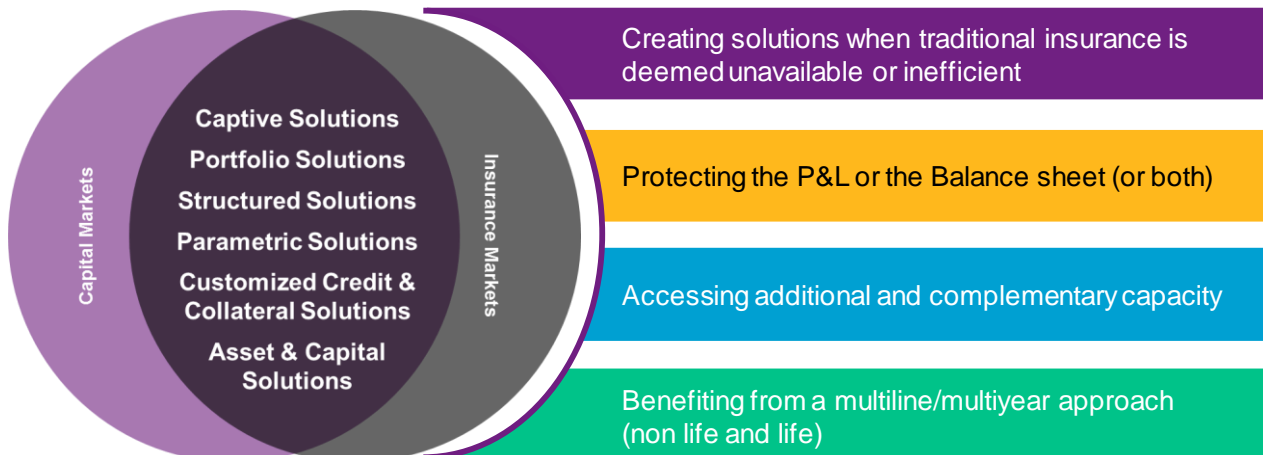
- Developed and marketed property manuscript form to address unique exposures of a State Public Entity.
 - **Example:** Dedicated Service Interruption coverage for single-source provider.
- Developed and marketed standalone “Strike, Riot and Civil Commotion” coverage via Terrorism platform for Public Entity wherein property markets were excluding and/or eliminating coverage.
- Developed and marketed Multi-Year Single Limit (MYSL) earthquake product for Public Entity Client.
- Developed and marketed Named Storm Parametric Coverage for State Client.

“Our mission is to design and deliver tailored risk financing solutions that respond to the needs and strategy of large and sophisticated clients. These solutions will help clients to de-risk their business and improve their profitability, financial stability and capital efficiency, by more effectively managing or transferring risks for which traditional insurance markets do not respond appropriately.”

Alternative Risk

Alternative Structures

Alternative Capital



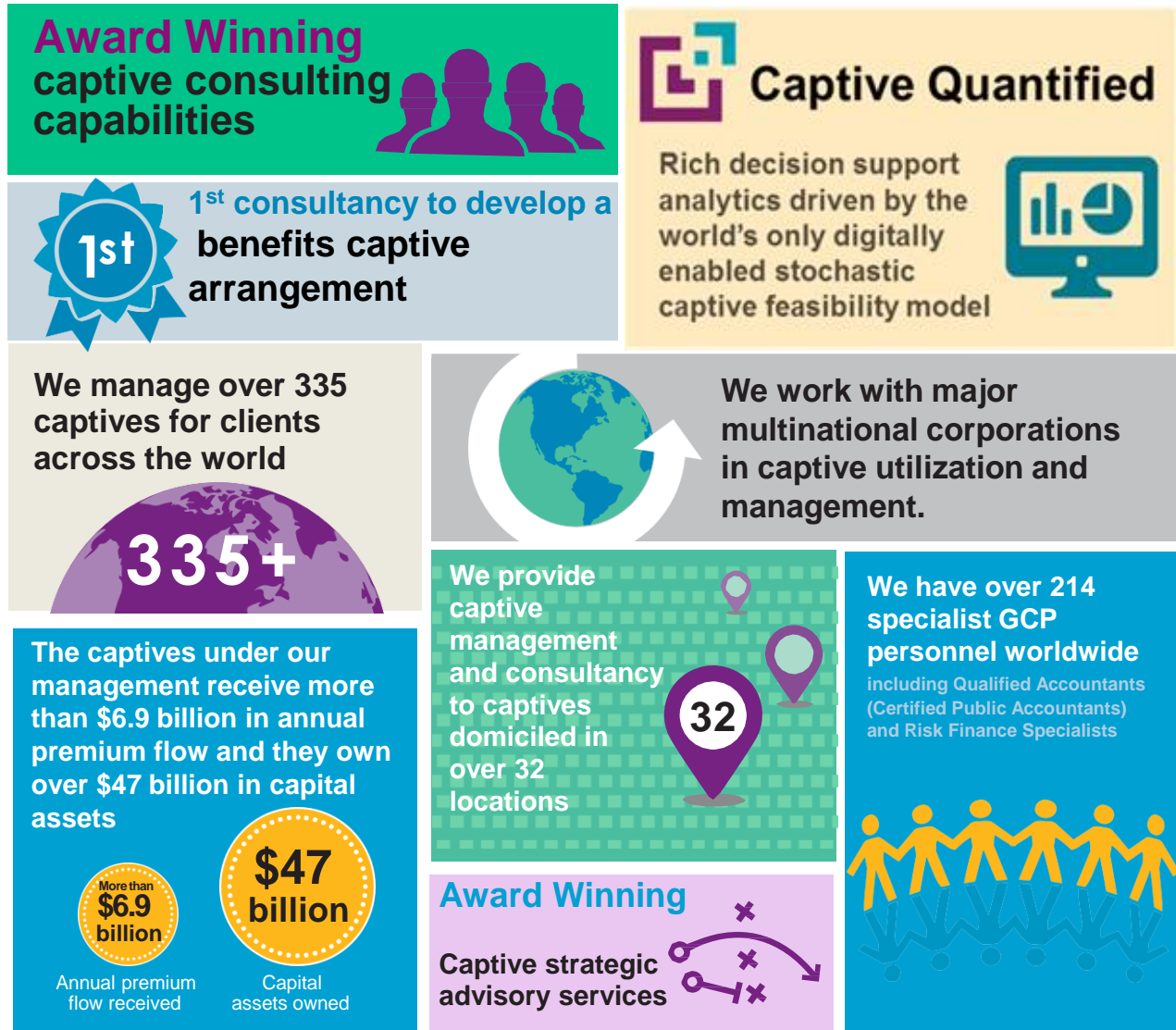
Captive Solutions

The WTW Global Captive Practice provides expertise in designing, forming, managing and providing strategic guidance to captives of all types in over 40 major captive domiciles. Willis Towers Watson is engaged with more than 335 captives worldwide which are under management with gross premiums in excess of \$6.9 billion and total estimated captive assets of \$47 billion. Our operating platform utilizes four fundamental operations: Captive Consulting, Captive Management, Captive Administration and Captive Actuarial. The Practice has over 200 dedicated employees, including CPAs, risk finance specialists, actuaries, captive management experts and strategic planning consultants.

Key Service Offerings and Client Benefits - The four pillars of Global Captive Practice

Captive Consulting	Captive Management	Captive Insurance Program Administration & Underwriting	Captive Actuarial
<p>Captive Consulting provides clarity.</p> <p>With our combined knowledge of risk finance, market analytics, and macro trends our team of captive experts, strategic risk consultants, actuaries, financial analysts and insurance accountants delivers clarity for our clients.</p>	<p>Captive Management is global.</p> <p>Our 'one team—many locations' approach, supported by our tried and tested global delivery platform, brings the experience of our extensive worldwide captive team to each and every client, ensuring a consistent and exceptional standard of service.</p>	<p>Captive Insurance Program Administration & Underwriting provides expertise.</p> <p>The expertise of our professional underwriters, backed by our bespoke, web-based underwriting and administration platform differentiates Willis Towers Watson in the marketplace. We deliver reliable, expert underwriting services in support of the captive's mission.</p>	<p>Captive Actuarial provides perspective.</p> <p>Our focus is on giving you the clarity you need to make the right decisions and take the right actions. We have been at the forefront in developing risk management concepts and practices, approaches to cost-of-risk measurement, and the very nature and scope of the risk management function.</p>

The WTW Captive Consulting Team provides the full range of advisory services throughout the life cycle of a captive, from initial feasibility, to strategically enhancing the value of mature captives, through to appropriate exit strategy when the captive has completed its role. In the early stages of conceptualizing captive solutions our captive consulting practice can assist in: educating management of captive options; brainstorming various captive scenarios; performing initial analysis of prospective captive concepts, and; providing formal feasibility studies to explore a diverse array of options in captive utilization.



Key Service Highlights

- Administering the ongoing financial, underwriting and corporate operations of the Captive;
- Maintaining unique client website portals for administrative and stewardship activities;
- Preparing executive and board benchmarking reports including ongoing analysis of the viability of the Captive structure;
- Preparing regular financial statements and financial transaction execution associated with captive operations and the Captive owner needs;
- Coordinating actuarial partners on the annual reserve analysis and benchmarking information;

- Coordinating services provided by captive vendors/partners including banking, legal, audit, tax, investment portfolio managers, fronting and reinsurance intermediaries, TPAs and others;
- Preparing and submitting regulatory filings, financial statements and registrations to the relevant regulatory authorities;
- Coordinating annual board meetings;
- Acting as primary liaison with regulatory agencies as the Captive's licensed agent.

Additionally, we are increasingly becoming involved in supporting our clients' mergers and acquisition activity through providing due diligence, integration strategic analysis, transitional support, and on-going administration and management of captive facilities.

Willis Towers Watson developed Captive Quantified to create pro forma financial statements, reflecting estimated losses and premiums, capital costs, taxes, and administration and operating expenses. Our model will provide baseline and adverse scenarios; include net present value balance statements, profit and loss projections and cash flow projections.

Within this uniquely controlled, quick and dynamic platform you can immediately see the impact of scheduling divestitures, examine loan-backs, stress test your internal rate of return, and assess various scenarios for captive utilization. Furthermore, the tool connects to our suite of risk-specific quantification models, providing best-in-class risk clarification for a breadth of insurable risk.

Please see our web sites for additional information: <https://www.willistowerswatson.com/en-US/Solutions/products/captive-quantified>

Core Data Analytics

Embedded analytics in our service model: Perhaps WTW's major differentiator is our commitment to making analytics the foundation of our entire service model. Our analytics process is deployed by the client service team and embedded into the annual placement strategy and longer-term risk financing strategy. It is not a random, one-off event, but is treated as a critical component to the WTW overall service plan for each client.

Analytics are very specific to each client, However, this link provides a view of our "quantifies" <https://www.willistowerswatson.com/en-US/Solutions/corporate-risk-tools-and-technology>



- **Data Quantified** – Our tools produce actionable outputs in financial terms, creating dashboards for decision making and supporting enhanced collaboration among risk management, finance and executive leadership.
- **Dynamic TCOR** – Strategically analyze your risk across all coverages and evaluate your insurance portfolio holistically. This tool reveals: What is my expected Total Cost of Risk? How large can my Total Cost of Risk be under adverse scenarios? What is my return on my premium investment?
- **Cyber Quantified** – Evaluates your complete cyber loss potential with decision support to optimize risk management strategy.
- **Dynamic Casualty Forecast** – Generates loss projections and retention analysis for your organization's casualty program.

- **Property Quantified** – Models loss potential, evaluates risk transfer strategies and provides decision support in financial terms.
- **Collateral Quantified** – Provides an actuarially sound assessment of the total collateral requirement, itemized for maximal specificity and negotiating leverage.

A.3. Understanding & Program Development: Developing a complete understanding of the Client's areas of exposure, and consulting regarding short and long term solutions. Attending Client Management Meetings when requested.

Our client-focused consulting philosophy starts with becoming an extension of City of Spokane's team including attending any requested client management meetings. Our consulting style is collaborative – we consult with our clients, we do not talk at them. After gaining a full understanding of your culture and your short and long-term goals, we will work to remove any impediments through a thoughtful and mutually agreeable strategy and action plan. By engaging with you in this type of dialogue, we can continually optimize the value of your consulting services – from both the City's and WTW's perspective. Developing a risk management and risk financing philosophy begins with the premise that the solution to risk exposure is not necessarily to buy more insurance. We suggest both insurance and alternative risk management techniques. We will work with the City to eliminate, minimize or mitigate as many risks as possible. Because risk management is not a static process, we will continuously work with you to evaluate and present new strategies to address your exposure to risk. Ultimately, we will look to develop an "Intelligent Program" and to achieve that, we would utilize a defined process as exhibited below:



Helping clients manage risk and risk strategies are core to our business. Because of this, we have been able to leverage our experiences to develop an efficient and cost-effective process, supported by tools and resources to further streamline our work. Subsequent to the above mentioned strategic planning session, we will periodically revisit and reshape goals, priorities and timing, as appropriate. Our long history of putting clients first supports our brokering model and philosophy. WTW helps improve the value and efficiency of your risk transfer program by quantifying the risks to which your organization is exposed. With a quantified view of risk, the return versus risk continuum can be analyzed. This promotes financial based decisions to include whether to transfer the risk by buying insurance, and the best way to do so considering the appropriate limit, retention and cost.



Dynamic TCOR: Presents a holistic, concise view of your total cost of insurable risk (TCOR) across all classes of insurance



Risk Tolerance Clarified: A collaborative financial analysis tool that gives a clear and customized view of risk resilience across your entire organization, empowering you to define an integrated risk tolerance statement



Workers Compensation Diagnostic: A solutions-oriented assessment that evaluates the efficiency of your claims handling



Property Quantified: Quantifies your global property loss potential from both catastrophe-driven and non-cat hazards



Dynamics Casualty Forecast: State of the art loss forecasting tool that generates data-driven recommendations for your organization's casualty program



Peer Analytics: Benchmarking as part of the analytical client journey with a focus on risk and market perceptions

Collateral Quantified: A systematic approach to market engagement and negotiation of your casualty collateral requirement

Risk Intelligence Central Loss Tracking and Insight

Incident details, company hierarchies and associated links to assets held within the partner applications **Incident Management** and **Exposure Management** are bought through to **Loss Tracking & Insight**, when an Incident has an identifiable financial loss attributable to it.

This can provide full end to end life cycle tracking from initial realization, through to settlement and/or closure. By using the data analytics, the identification of new or emerging loss patterns and financial trends, highlighting risk management issues, help to inform decisions about the City's risk transfer options.

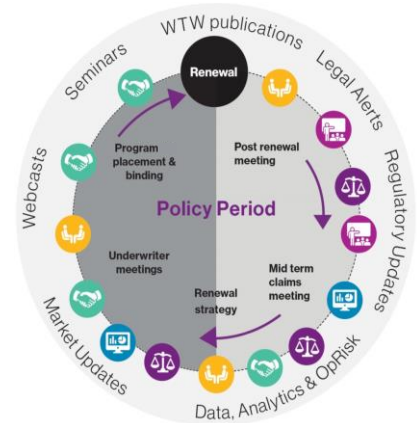


- A.4. Annual Program Evaluation: Annual evaluation in writing and presentation of existing insurance contracts and claims history along with making recommendations concerning any changes, modifications and/or additions in the terms, conditions, coverage limits or risk financing structure needed to yield a comprehensive risk management program to cost effectively protect the interests of the Client.

Client Engagement 365 (E365)

What is E365

- As mentioned earlier in the proposal, E365 is how WTW engages with clients year-round on strategic risk management issues, while delivering flawless execution on renewals and day-to-day service
- A flexible approach tailored to client-valued outcomes; every client has a uniquely customized E365 plan
- A consistent way in which teams more effectively collaborate with clients and colleagues
- A promise to deliver and a way to hold ourselves accountable to that promise
- An opportunity to effectively meet our clients where they are; we bring service and solutions that they value when they need it
- Proactive delivery of WTW differentiators to our clients, including analytics, thought leadership, and expert resources without our clients needing to ask



Strategic Client Planning

We are committed to supporting and developing a comprehensive assessment of the City's current risk transfer, risk financing, and risk retention strategies. Our E365 strategic client planning pillar is built to accomplish the following:

- Create a strategic view of the City and the industry
- Customized risk planning
- Alignment with the unique objectives of the City
- Mobilize the right WTW resources at the right time
- There are four key meetings and related deliverables within the Strategic Client Planning pillar of our framework:
 1. Strategic risk meeting
 2. Internal strategy meeting
 3. Renewal strategy meeting
 4. Stewardship meeting

Insights and Analytics

Our core analytics as well as our consulting models serve to support the City's goal of quantification and qualification of risk both on a line of business level as well as from an enterprise risk perspective. This second pillar in the E365 framework, therefore, delivers to the City:

- Data-driven insights
- Financial forecasting
- Impact of risk on financials
- Roadmap to drive down Total Cost of Risk
- Identification of risk tolerance and related appetite
- Ability to address efficient capital allocation

Service Plan: Flawless Execution

We are committed to excellence as well as thoughtful planning that is responsive to the City's needs, timetable, stakeholder commitments, and other key metrics that we will work to identify with you as we continue to build our relationship. This pillar of E365 includes our commitment to:

- Hold ourselves accountable to you for what we promise
- Quality you can rely on
- On-time delivery of what you expect
- Pride in execution

Introduced earlier in our proposal, The Client Service Plan will be the ultimate guide for our service delivery. We will work with the City to develop a plan that anticipates your needs around stakeholder management and internal deadlines in order to mitigate 'surprises' and manage to a controlled outcome. While the current marketplace can require flexibility and a need to 'pivot' we will use the client service plan and individual line of business timelines to hold ourselves accountable. A sample of an E365 plan appears below.

A.5. Market Analysis: Preparation of market analysis and forecasting by insurance line prior to each renewal. Analysis would include pricing and service trends, availability of markets and a forecast of long-term market direction. Making conclusions on most advantageous insurance markets from the standpoint of cost, service, coverage and security.

Insurance Marketing Philosophy

We will foster a collaborative and teamwork based approach between the City and your WTW team; we will adopt an aggressive collaboration approach with selected markets. Based on our global experience in representing on an annual basis almost \$50 Billion of our clients' money with global and national insurers, the best results will be obtained in the market. The City will be actively involved in meetings and dialogue with current and prospective insurers. In the managed care space, we have a significant market share, a breadth of expertise and experience not matched. Our job is to differentiate the City's risk profile effectively and successfully to the insurance markets and deliver the financial benefits and returns on the investments you have made in risk prevention and mitigation.

As your professional risk transfer advisors, we serve to help develop the market strategy and annual marketing plan with you, to orchestrate and manage meetings, and to negotiate with insurers on your behalf. However, we also think it is vitally important for the City to take an active role in meeting with insurers and presenting to them relevant information concerning the organization's business planning, operations and financial performance. Also, we do not use broking or syndication centers. The WTW service and broking team members with the closest relationship to the City will take the lead in the marketing process. We adhere to this viewpoint because:

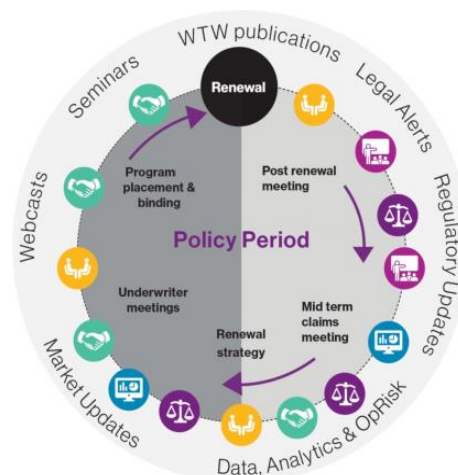
- The City must be differentiated from its peers, not homogenized in the marketplace
- Insurance should not be a volume business; buy more insurance is not the answer to every question
- Every client deserves its own best deal; one that is effective and efficiently meets the client's strategic needs and goals
- Underwriters respond better to us because of our hands-on knowledge and delivery of information and expertise and our industry dedication and specialization

We are strong advocates of advance preparation, organization and timing in approaching insurance markets. Our goal is to present our final renewal options to you at least 30 days prior to the expiration date of existing coverages and assist with internal the City reports and communications to committees and boards as may be required for the decision making process.

We provide binders and insurance policies as quickly as possible once the decisions have been communicated to us. Within 30 days after renewal, we meet with you and review the results of the renewal, provide policy schedules, updated charts and a desk reference. This discussion concludes with our work plan and strategy for the coming year. This is a 365 day process.

Broking 365: Our Annual Placement

"Broking 365" is a structured and rigorous year-round renewal planning and execution model that connects your high-level risk strategy to the marketing and placement functions. The model ensures continual evaluation of current and emerging risks to ensure optimal program design. Our placement specialists form an integral part of the service team and remain fully engaged and connected throughout the renewal cycle. The Managed Care Practice employs a year-round consultative and investigatory connection with our clients to ensure we have the optimal view of your risk profile. We engage our clients for renewals 180 days from renewal to develop a strategy, engage the client, properly complete submissions and approach the markets to ensure the best possible outcome.



We know that not everything goes according to plan – especially in this industry. Starting early and being fully advised of changes in the risk profile prepare us to respond to any challenges in a timely manner. There are no surprises. Each of the proposed WTW service teams includes seasoned broking specialists that focus on specific product lines. These specialists will develop customized market strategies to meet your specific business goals and objectives working with you throughout the year. These same individuals will negotiate on your behalf in the marketplace. We at WTW know that “marketing a program” must be based on need and circumstances.

Our brokers employ modeling techniques that use your data, combined with our significant portfolio data, to help design an optimal program with the best self-insured retention levels, limits, claims administration, and more. How is our broking model different?

- **Direct broker strategy:** We do not rely on remote broking syndication centers – your appointed broking team will communicate directly to the markets, underwriters, and with you.
- **State-of-the-art analytics:** Our brokers are given the tools they need to properly represent the City and advocate on your behalf. Property, Casualty and Cyber Our analytics have been incorporated into our broking model; as a result, each of our brokers delivers fact-based data and analytics to represent the City proactively in the insurance marketplace.

- **Fully collaborative placement model:** Insurance is a business of trust and we strongly encourage the City to meet personally with your potential underwriters. We do not rely on simplistic boilerplate risk submission templates, rather our teams will work with you to customize a multifaceted marketing approach that best represents the City and your unique story. We believe that direct meetings, virtual if necessary, offer the best forum for fully exploring options, discussing complex or difficult issues, and most importantly, building a relationship and partnership between you and potential insurers.
- **Deep history with the marketplace:** Trust is earned and we have been in the insurance business for almost 200 years. Through those years, we have built strong relationships with carriers and underwriters domestically and globally; we understand their perspective and speak their language; we help them design and develop products and manuscript proprietary endorsements and policy language to meet the needs of our clients.
- Our model ensures continual evaluation of current and emerging risks to ensure optimal program design. Our placement specialists form an integral part of the service team and remain fully engaged and connected throughout the renewal cycle. We are in constant communication with our clients, educating them about risk and the markets, learning about their business and strategy, and preparing for changes and the next renewal or change.
- While we do not control the markets, the industry or those factors impacting your risk and exposure, we can assure you that you will not be uninformed or be taken by surprise and we will have solutions to offer. That is a promise.

Our Marketing Strategy Steps

Step 1. Strategic Planning

The first step is the strategic planning session where, together with the City, we will identify your risk financing goals and objectives, which will include discussion around:

- | | |
|--|--|
| ■ Your financial and risk management objectives | ■ Where do you want your risk management program to be in 1-3-5 years? |
| ■ Should we consider the use of market alternatives? | ■ Where do you want your risk finance program to be in 1-3-5 years? |
| ■ How will we drive the marketplace? | ■ How will your risk profile change in the future? |
| ■ How will we define success? | |

Step 2. Review and Analysis of Current Program

Our continuous reviews and analysis will include the following:

- Review of rates, limits and deductibles to ensure program is operating as effectively as possible.
- **Claim Trends:** Identification of claim trends and ways in which we can proactively engage with the City and WTW's Engineering and Claims teams, and carrier partners to mitigate future losses. In addition, we use this information to develop deductible structures that maximize the program performance.
- **Market Identification and Access:** Assessment and identification of target markets.
- **Retentions:** Review of the City's retention appetite, contractual requirements and ability to pre-fund and allocate losses.
- **Alternative Risk Transfer Options:** Feasibility assessment of alternative structures including deductible aggregates, indemnity agreements and / or utilization of the captive.
- **Policy Terms:** Detailed review of policy language to ensure the broadest coverage is being achieved while supporting the City's contractual requirements and operating model.

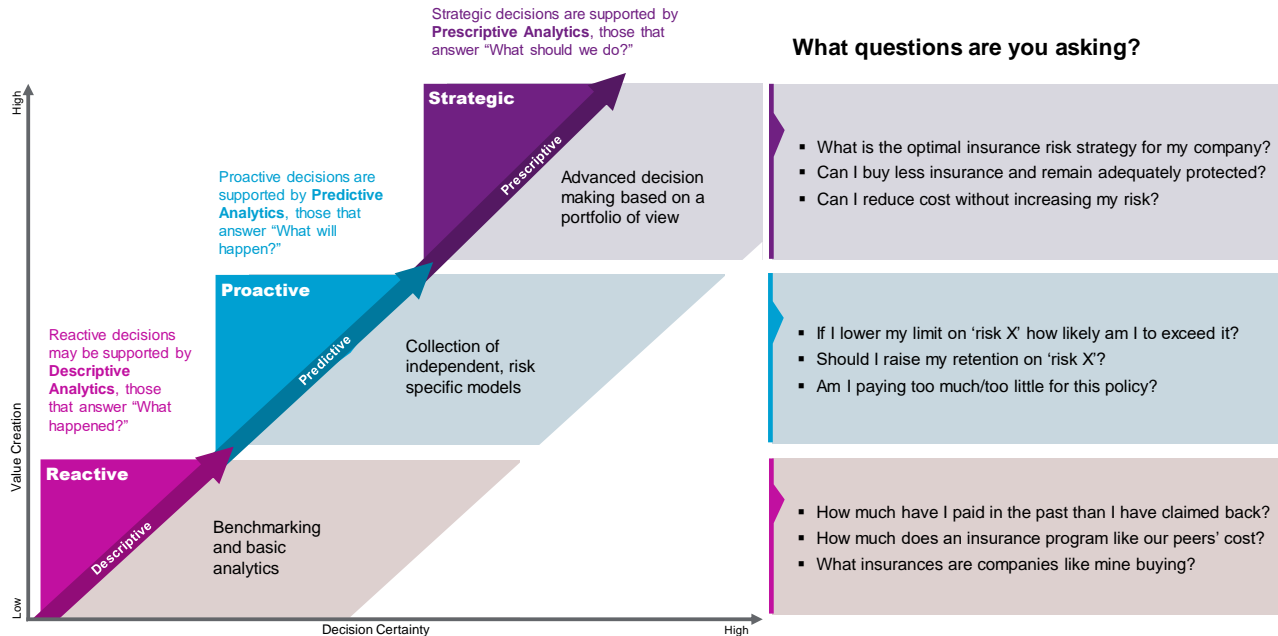
Step 3. Data Collection

The next step is data collection. Requisite data required of the City would consist of the following:

- Review 5- or 10-year Loss History and Open Claims
- Existing policies for gaps in coverage
- Risk Control Practices & Guidelines

Step 4. Analytics and Benchmarking

Using our proprietary core analytics discussed later in the proposal, we will identify your tolerance for risk, your total cost of risk and your risk exposure. We use diagnostics to assess your claims handling process and evaluate the efficiency of your program.



The strategic approach to risk, detailed in the upper right corner of the below exhibit, will lead to the most efficient risk financing strategies. This is because it recognizes that a company like the City is a single and unique collection of risks and contemplates risk correlations and the potential for arbitrage among risk markets. Groups that approach risk finance strategically do not spend any more than they must to protect themselves from breaching their risk tolerance.

Step 5. Creating the Submission

Creation and Review of Coverage Specifications

Prior to the actual submission to the marketplace, we will perform a thorough review of your policies to provide a complete coverage analysis in order to address potential concerns, gaps, and creating solutions to those items. In creating your program design, we will identify and/or create the most appropriate form to meet your needs.

The result of this effort ensures:

- We approach the marketplace with the optimal coverages for each line.
- The creation of a program with no coverage gaps or duplications.
- The best combination of comprehensive terms and conditions at the optimal price.

This type of comprehensive review will take place every year guaranteeing that the program remains fresh and current. Once we receive complete exposure data, we will undertake a complete review and analysis using proprietary models and analytical tools. We will then create a draft submission for your review and commentary prior to releasing the same to the markets.

Differentiating Market Submissions for the City

We often utilize a proprietary online submission process. Data included in the submission is collected and submitted in a way preferred by the markets and easy for the underwriters to dissect as needed. This online submission will be discussed with and approved by you before sending to the markets. This approach differentiates a WTW submission from countless other files underwriters may be receiving at the same time. Further, the system is interactive in such a way that we can determine when the markets are actively working on the submission. If we believe activity is lacking, this oversight allows us to apply subtle pressure as needed.

As your **Analytical Broker**, our teams have direct access to the timely data and smart algorithms, arming them with technologically enabled evaluations to present to the markets and underwriters. We believe our brokers need to be experts in delivering a thoughtful analytical process as well as our impactful analytics. Our risk and analytic tools are a differentiator to ensure that our clients are the most informed and empowered in the industry.

Once the updated information is compiled, we will create a submission and, subject to your approval, approach those markets that have been pre-approved by the City that meet your renewal objectives and marketing strategy.

When structuring a complex program, WTW conducts parallel marketing efforts to determine which structure will yield the best results for the City from the standpoint of terms, carrier security, responsiveness and pricing. During this period, the team will adjust our strategy and focus on the structure best suited to your goals. We will provide renewal quote updates in a manner that is *tailor-made* for the City.

Presentations to Markets

We encourage our client's engagement in the process from start to finish and seek to promote a high level of contact in order to build underwriter-insured trust. No one can represent the City in a better light than the City, itself. Afterall, the markets are not insuring WTW, they are insuring the City. We will work together with you to ensure you have the best message to share.

Our marketing effort on your behalf is not exclusively renewal oriented. It is a year-long continuum and a constant endeavor to build strong relationships that will yield benefits to the City for years.

From the onset, you will find that partnering with WTW will afford the City with cutting edge analytic tools, market intelligence, relationships and clout, and a seasoned service team with a strategic approach to assist you with achieving both your current and long-term goals.

A.6. Manuscript Programs: Identification of programs, products and insurers capable of meeting the Clients insurance and risk transfer needs. This includes special risk specific programs deemed advantageous i.e.: hydroelectric, wastewater treatment facilities, and waste to energy facility. Assisting in design of manuscript policy forms as needed. Preparation of bid specifications for markets capable of quoting on Client risks.

The City of Spokane's individual property policies are underwritten and issued by Insurance Companies that specialize in specific industry sectors. For example, the UpRiver Dam policy provides a manuscript endorsement providing Land, Water and Ground Water Pollutant/Contamination Clean-up and Removal

resulting from Specified perils. ***This is an important coverage enhancement for the hydroelectric facility and not readily available in the standard property markets.*** Additionally, the Waste-to-Energy facility is underwritten and issued by Insurance Companies that specialize in the Energy market and provides a unique Business Interruption Gross Earnings for the Power Generator Industry. It is paramount that these unique facilities are underwritten and partnered with the right market who understand the risk exposure and provide the required coverages.

WTW always prepares the bid specifications for markets quoting your programs. This task is completed in conjunction with the service team by our Large and Complex Broking Teams, many of whom have been working with the City for many years.

A.7. Marketing Client's Portfolio: Preparation of insurance marketing portfolio by working with Client to gather underwriting specifications, loss runs, values and data. Formatting a formal presentation of marketing to insurance markets and underwriters.

Please refer to our response in section A.5.

A.8. Access to Markets: Have access to global insurance markets and, when authorized by the Client, approaching appropriate markets on behalf of the Client to obtain pricing and coverage descriptions. Obtaining, when available, a minimum of at least three competitive quotes from reputable insurance carriers or risk facilities for each type of risk or risk financing structure.

Leveraging the Global Marketplace

Our corporate broking platform facilitates a unified approach to the worldwide market with no geographic, profit-center driven biases. The benefits of this approach have a material impact on efficiency and service and allow for better outcomes for the City. You can rely on us to navigate the nuances of diverse insurance markets and drive effective market negotiations to achieve price and coverage excellence in both the global and local marketplace. At the same time our brokers maintain excellent local and home office underwriting relationships enabling us to procure the optimum capacity, cost and coverage terms for our clients. We are licensed in every jurisdiction around the globe to include the U.S, London, Bermuda, Asia and other venues where insurance capacity is secured.

Our barrier free access to resources enables innovative collaboration across the entire WTW network ensuring our clients have access to the best resources regardless of geography. The daily interaction with our WTW London, Bermuda, Facultative and Treaty Reinsurance teammates provides a collegial view of the marketplace enabling us to identify emerging risks and develop solutions.

This exhibit demonstrates the value of our approach and our access to the global markets.

Our approach provides:

- Innovative collaboration across entire WTW network including product line expertise
- Centralized access point and coordination of all program capacity



- Consistent message to the marketplace
- Leverage capacity to create competition
- Direct Access to Bermuda capacity
- Facilitate fronts for Facultative participation
- Direct London access to European and Asian market capacity
- Access to Collateralized markets

Global market access – London and Bermuda markets

We have wholly-owned broking operations in the London and Bermuda markets. We also have dedicated broking teams in other key global insurance centers to ensure that we have direct access to all major insurers in all world markets. We can deliver to Tempe needed programs from any market in the world.

Our corporate structure facilitates a unified approach to the worldwide market with no geographic, profit-center driven biases. At the same time our brokers maintain excellent local and home office underwriting relationships enabling us to procure the optimum capacity, cost and coverage terms for our clients.

Complementing our brokers' local relationships are our strong, trust-based corporate relationships with the key executives and decision-makers at national and global carriers, as well as select regional and niche carriers. We actively manage these senior relationships, so that we are best positioned to work with them to achieve results for our clients. This carrier management is coordinated centrally by the corporate broking teams in New York and London.

A.9. Purchase Consultation: Presenting for the Client in an understandable format, an evaluation of the results of each solicitation with a comprehensive financial analysis and recommendations for selection of an insurer for each type of risk or risk structure.

Analytics are the foundation of the E365 client service model. While each pillar of the framework is equally important and inextricably linked, the Insights and Analytics pillar sets WTW apart in the industry. Our proprietary modelling and how we use it on behalf of our clients is unmatched. Our goal is to empower our clients; we believe that analytics are critical to informed and proper decision-making. Throughout our engagement, our mandate will be to provide the City with advice that is grounded in technical and financial approaches and enabled by the best analytics in the industry.

Throughout this response we will demonstrate how we intend to apply our analyses to deliver and develop an actionable and sustainable risk plan that addresses your stated objectives including but not limited to:

1. Quantifying risk tolerance
2. Assessing the efficiency of the capital used to transfer and retain risk
3. Identifying structural, traditional market and alternative market solution options
4. Reducing the City's exposure to the volatility of the insurance marketplace
5. Increasing the City's control over its risk financing decisions

As set forth below, our approach is to review and consider the holistic impact of risk across the enterprise. This holistic approach is informed by specific product line modelling of the individual risks. Each broker team utilizes the output from the monoline analysis to examine risk drivers, evaluate structural options, articulate insurance program value, and negotiate with markets.

Strategic Analysis

Look beyond risk silos to create the most efficient risk finance strategies. These prescriptive models enable you to think strategically and act tactically, with a clear plan of action connecting your risk decisions to your corporate financial strategy.

<p>Dynamic TCOR</p> <p>TCOR is typically viewed on a budgetary basis, a myopic “cost approach” that ignores the primary element of risk—uncertainty—and damages the risk management value proposition. We believe TCOR must be viewed dynamically, considering the entire range of loss outcomes, alongside premium spend and other fixed costs. Our Dynamic TCOR platform integrates cost and risk, allowing for a holistic view of the trade-off between premium spend and risk reduction across all major coverages. It also provides additional insight as to what significant risks your organization is still susceptible to after purchasing insurance.</p>	<p>Risk Tolerance Clarified</p> <p>Risk Tolerance Clarified is a collaborative financial analysis tool that gives a clear and customized view of risk resilience across your entire organization, empowering your organization to define an integrated risk tolerance statement.</p> <p>It enables you to identify financial strengths and weaknesses specific to your areas of interest, as well as stress test your resilience to adverse financial scenarios. This live and interactive financial analysis arms you to understand risk in the context of your corporate strategy.</p>
<p>Captive Quantified</p> <p>Evaluates the feasibility of a captive, to help choose the best domicile for your unique needs and performs the financial analysis and due diligence you require.</p>	<p>Connected Risk Intelligence</p> <p>The key to an optimal risk financing strategy is to consider risks in portfolio. Reveal the path to the efficient frontier of risk finance.</p>

A.10 Policy Evaluation: Negotiating on the Client’s behalf the details of insurance contracts with selected carriers or risk facility and auditing resulting policies or agreements for accuracy of coverage, terms and conditions and compliance with financial arrangements and administrative procedures acceptable to the Client. This includes verification of accuracy and adequacy of all binders, policies, policy endorsements, invoices and other insurance related documents prior to delivery.

Overview of the Placement Process

Marketing	Placement Implementation	Strategic Planning and Program Design	Client Advocacy
<ul style="list-style-type: none"> Create “user-friendly” submission for underwriters Negotiate terms, coverage, and pricing Analyze quotations and options Provide regular progress updates to Client Meet pre-agreed timeline for receiving all quotations Deliver detailed proposal, with recommendations 	<ul style="list-style-type: none"> Review binders for accuracy Issue certificate, program invoices, etc. Review policies for accuracy Follow up for corrections, as needed 	<ul style="list-style-type: none"> Identify best market access points Provide market updates, including changes in security Collaboratively determine renewal goals and timeline Deliver industry leading analytical models to determine optimal limits, retention, structure Design a program to meet both short-term and long-term objectives 	<ul style="list-style-type: none"> Understands Client's business Coordinate global account servicing Provide local service with global resources Develop solutions with the best markets, price, and terms

Policy Peer Review Process

As the City evolves, the world and industry changes, and the insurance market develops, we will continually review your terms and conditions to ensure that your policy language keeps pace.

The benefits of this process are clear: for firms with complex financial and executive risk insurance needs such as the City, the perspective of many brokers with geographical and professional diversity is helpful in driving strategy, securing broadest viable policy wording, and providing feedback and recommendations on whether alternate markets or structures should be considered during the renewal marketing process. This peer review process will be a regular part of our annual renewal discussions with the City. Our approach to wording is outlined below.

Policy Review Framework	Value to the City
Identify THE CITY's risk	Map policy wording to the City's risks
Review relevant emerging business and legal trends	Evaluate the City's policies' responsiveness to trends
Critical analysis by product and industry experts	The City's policies reflect broadest viable coverage
Critical analysis by claims advocates	The City's policies reflect changes in legal precedent
WTW reviews suggested amendments with the City	The City fully understands the impact of coverage change; The City -WTW prioritize coverage goals; coverage goals provide performance measure
WTW coordinates with the City's outside counsel (if applicable)	Coordinated efforts reduce The City's legal costs
Continual policy review	The City's policies do not remain stagnant for full year

A.11 Insurance Certificates: Providing certificates of insurance, verification of coverage or financial responsibility as needed by the Client to satisfy lessors, contractors and other parties from whom the Client seeks services. This includes vehicular "proof of liability insurance" as required by law.

Certificates of Insurance

The WTW Certificate Center will partner with the City to process certificates of insurance and auto ID cards. We issue over 3 million certificates and auto ID cards every year, with 250 associates responding to over 1 million requests.

Hours of Operations:

7:00 AM to 7:00 PM Central time.
Weekends during heavy renewal cycles.
Secure Certificate Portal available 24/7.



Our capabilities	Turnaround times	Hours of operations
<ul style="list-style-type: none"> Certificate Issuance Evidence of Property Auto ID Issuance Industry expertise Renewal planning 	<ul style="list-style-type: none"> Work stoppage issues: Immediate response Rush routine midterms: 90 minutes Routine midterm: 4 hours Renewals: 2 business days Lowest turnaround times in the industry 	<ul style="list-style-type: none"> 7:00 AM to 7:00 PM CST Weekends during heavy renewal cycles Certificate website available 24/7

Proofs Direct

Proofs Direct portal is where you can access your past certificates and request new certificates. Proofs Direct is a unique resource that offers clients instant, on-demand access to all their certificates in one convenient place.

Our system even allows you the ability to issue your own certificates that don't require job specific carrier endorsements. We are attuned to not only to compressed timing of our clients to respond to certificate of insurance requests, but also to the "unique" certificate requests.

Highlights

- **Search Capabilities:** Searching for documents is primarily performed via "Text Search". Results can be narrowed by selecting "Facets", much like consumer sites provide.
- **Preference Based Request Form Options:** Requestors of certificates have the option of submitting a "Quick Request" or a "Standard Request" depending upon the format of information already gathered for request details.
- **Track Submitted Requests:** Once a request has been submitted via Proofs Direct, the requestor may view its status, including when it has been completed. Requestors can also send notes and communicate directly from the submitted request in the event more information needs to be provided or a follow up should be sent.
- **Self - Issuance of Standard Certificates:** Users can issue standard certificates directly from the portal in situations where the certificate needed does not require any special language or modification to policy limits.
- **Retrieve previously created request profiles:** Request profile functionality has been added to allow clients the ability to save frequently used request data. These can be saved at a client or user level depending on the security available.
- **Mobile Friendly:** Users will be able to access Proofs Direct from their mobile device without losing quality of use. This allows for on-the-go access 24/7.

A.12. Special Event Coverage: Providing available special event insurance coverage for entities, organizations and persons performing temporary business within the auspices of the Client.

We have the knowledge and expertise to put together a special events program tailored to the City's needs. There are multiple other public entities and private firms that we provide this service for. We have access to markets that specifically tailor coverage that start at \$1M per occurrence / \$2M aggregate to \$5M per occurrence / \$5M aggregate with potential to obtain higher limits if needed. From arts & crafts festivals to sporting events, weddings, chamber of commerce events and everything in-between.

A.13. Risk Transfer Contract Review: Providing consultation services for the Client as to risk related issues in contractual arrangements. Participating in and/or reviewing the transfer of risk where contractually appropriate.

Advising on contractual insurance requirements is a critical element of our pre and post placement. We will develop and build a contract review framework, which encapsulates the City of Spokane's specific requirements and agreed parameters, ensures stringent compliance, and promises accurate advice is provided to the City of Spokane on an ongoing basis. As risk threats evolve, so does the City of Spokane's contractual landscape; thus, it is the rightful expectation for your broker to deliver timely, practical and accurate advice to ensure all stakeholders continue to transact with confidence in a fair, efficient and transparent way and all

parties clearly understand the extent of their contractual exposure and insurance coverage sought and/or purchased.

Our experienced insurance professionals review thousands of contracts on an annual basis, allowing us to compare terms and identify language of concern. We also utilize our Regional, National, and International Resources which provides added contractual review. Your Account Executive, Karin Nelson, will act as the facilitator to our wealth of contract review experience. Having a focal point of contact provides the City of Spokane with the benefit of a streamlined, coordinated, controlled and accountable contractual review service.

See additional information on Contractual Liability Services on page 6.

A.14.Loss Documentation: Providing support when requested in preparing proofs of loss or claims reports and assisting in obtaining loss settlements from insurers.

We have combined the expertise of our claim and loss control consultants in North America to form the fully integrated, national Risk Control and Claim Advocacy Practice (RCCA).

The foundation of our client delivery platform is a team of national product line and industry experts whose responsibility is to drive best practices, product enhancement, training and development. A team of regional consultants is charged with client ownership and integrated service advocacy.

The Risk Control and Claim Advocacy Practice will drive better results with technical and consulting services that help:

- Prevent and mitigate loss and exposure to loss.
- Mobilize data analytics to deliver more efficient and more effective risk management.
- Get claims paid quickly, efficiently and appropriately.
- Contain losses when they do occur.

RCCA – What we do

We impact loss costs through pre-loss consulting and a strong focus on getting your claims paid. Our services include:

- Core analytics
- Workers Compensation Diagnostics (WCD)
- Integrated Casualty Consulting service
- Risk and loss control consulting
- Claim monitoring, advocacy and consulting
- Risk reduction services and products
- Specialization in large, complex casualty and property claims
- Catastrophic loss response planning
- Construction claim and risk specialization
- Casualty and Risk Control services
- Business continuity management consulting

We understand the impact that claim cost and prompt recovery of claim dollars has on your company's bottom line. RCCA's claim and risk control consultants are committed to being the best in the industry—getting your claims settled faster and driving better claim outcomes.

RCCA delivers better outcomes because we continually strive to improve our clients' claim results, such as closing the gap between pre-loss and post-loss activities. We take lessons learned from the claim process and create a dialogue with the risk control professional so that both can communicate key lessons. This creates an open loop of feedback and continuous improvement.

Claim Advocacy / Consultant

The Claims Advocacy practice is not afraid to provide advice at the earliest stages of a claim. From first advice to final settlement we will actively support the City during the claims process by assembling information, by facilitating communications and site visits, and by presenting a clear viewpoint on the loss and coverage.

We will use our knowledge to shorten claim durations by presenting full information at the outset, setting achievable recovery goals, and by guiding the loss adjusters and underwriters to the best possible outcome. Our approach is to maintain positive control of the claim negotiations and the flow of information, rather than allowing underwriters and the adjuster to dictate the pace of the claim and the agenda for the negotiations.

Claim Advocacy Core Services

- **Liaison:** Act as a liaison between you and your claim administrators to advocate resolution of claims related issues and provide resources to effect resolution.
- **Strategy:** Assist with the evaluation and coordination of your defense strategies, goals, and activities.
- **Claims Analysis:** Review data analytic reports and loss runs to identify any claim patterns which could be reduced or controlled through improved claims management procedures.
- **Coverage Advocacy:** Advocate for claim coverage and the best financial outcome on claims, including providing our opinion of reservation of rights and denials.
- **Regulatory and Legal Advisory:** Provide ongoing advice and consultation regarding the changing legal environment, workers' compensation statutes, and liability laws as applicable.
- **Ongoing Risk Identification:** Maintain communication with Risk Control Consultants and professionals regarding your loss history to notify you of potential risk hazards and claim trends.
- **Maintain communication** with Risk Control consultants and professionals regarding your loss history to notify you of potential risk hazards and claim trends.

A.15. Catastrophic Claims Management: Providing catastrophic claims management consultation, evaluation and service.

Forensic Accounting and Complex Claims

Comprised of highly qualified certified public accountants, chartered accountants, forensic accountants, certified fraud examiners, project managers, and engineering and construction consultants, our Forensic Accounting & Complex Claims (FACC) Practice provides technical solutions for both pre-event and post-event claim needs. We're uniquely suited to help you design and implement solutions that will strengthen your organization.

■ Pre-event

- Business interruption values
- Contingent business interruption values
- Business continuity and supply chain analyses
- Extra expense estimates

■ Post-event

- Simplifying the claim process so you can focus on returning to normal day-to-day business activities
- Quantifying the loss amounts and gathering supporting documents
- Minimizing the overall disruption to business operations by obtaining cash advances
- Preparing and submitting the claim on your behalf in a format familiar to carriers
- Participating in meetings, explaining methodology in loss calculations and responding to requests for additional documentation
- In the event a dispute goes to litigation, providing expert witness testimony related to the methodology and calculations performed

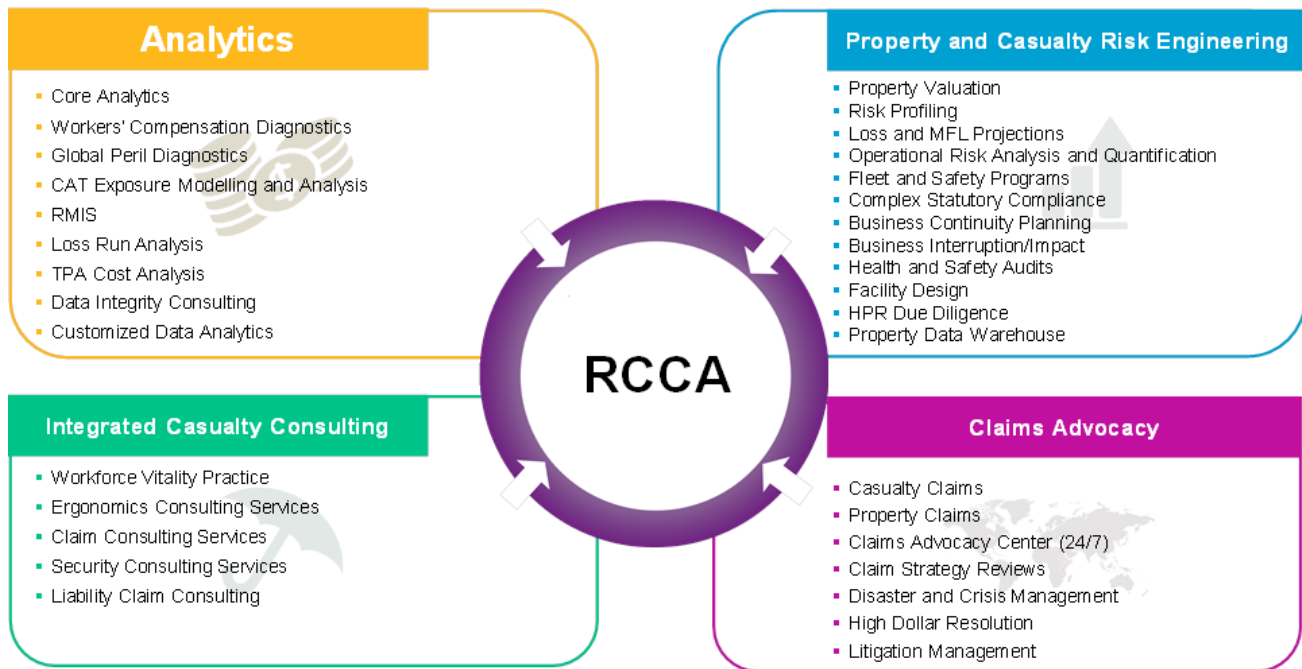
A.16. Property Valuation & Inspection: Supplying or making available associated risk management services including basic property valuations, loss control consulting and inspection services.

Risk Control and Safety

We recognize that at the core of effective risk management is the ability to control risks before a claim occurs. Therefore, we have a fully integrated group of risk control associates worldwide; and over 100 Risk Control professionals in the U.S. and Canada; with strong technical knowledge and experience in casualty and property risk classes.

Casualty Risk Control	Property Risk Control
<ul style="list-style-type: none"> ▪ Safety Program and Risk Assessments ▪ Claim trending and analysis ▪ Safety culture and employee perception assessments ▪ OSHA & DOT Compliance Assessment/Assistance ▪ Safety Committee Development and Improvement ▪ Coordination of Insurance Carrier Services ▪ Ergonomics Consulting ▪ Security Risk Management ▪ General/Product Liability Assessments and Consulting ▪ Root Cause Analysis Enhancement ▪ Safety Organization Effectiveness and Strategy 	<ul style="list-style-type: none"> ▪ Hurricane Tracking Services ▪ Technical Advisor (Codes & Standards, Unique Exposure Research) ▪ Insurance Program Liaison (recommendation mediation) ▪ Business Interruption and Analysis ▪ Business Impact Analysis ▪ Property Valuation & Calibration Management ▪ Property risk and protection assessments & audits ▪ Business Continuity Planning ▪ CAT Exposure and Analysis ▪ Loss Expectancy Analysis ▪ Supply Chain Management ▪ COPE Data Collection and Maintenance ▪ Customized Onsite and Web based property conservation training ▪ Global Property Risk Control service network coordination

The City Risk Control & Claims Advocacy (RCCA) Capabilities



The WTW RCCA Group is a dedicated national and global team of claim consultants who average 22 years of claim experience specializing in public entity. We have over 400 claims professionals and over 200 loss control consultants to act on the City's behalf as an extension of your Risk Management team. You can learn more at <https://www.willistowerswatson.com/en-US/Solutions/claims>

Our claims service include:

1. **Developing an agreed claims protocol with insurers.** This will establish the loss adjusters, deliverables and timelines in advance of any loss. This protocol is a customized document based on the Global Property Claims Protocol.
2. **Developing an agreed claims handling plan with the City.** Our experience has shown the importance of agreeing to a claim handling plan involving the risk manager and all other interested parties before claims occur.
3. **Our claims team will work with our broking and placement teams** to make sure of a full understanding of the wording and insurance structure, and to establish contacts with the Underwriters if coverage intent becomes an issue.

			
Strategy	Risk Control & Safety	Claims	Data Management
<ul style="list-style-type: none"> • Cost of Risk Awareness • Risk Management Sponsorship & Culture • Human Capital Management & Benefits • Priorities, Goals, Objectives, Metrics • Risk Management Department Staffing Structure, Capacity & Daily Activities • Insurance Program Structure 	<ul style="list-style-type: none"> • Structure & Processes & Accountabilities • Stress Programs • Assaults & Violence • Training Program Content & Delivery Methods • Behavior Based Safety Programs • Employee Wellbeing Programs • Alignment to Claims Management and Cost Reduction 	<ul style="list-style-type: none"> • TPA Program Quality • Life of Claim Processes • Incident Response & Reporting • Investigation • Liability Assessment • Early Resolution Techniques • Cost Containment (Medical, Expense Analysis) • Litigation Management • Financial Controls (Reserving, Settlement, Recovery) • Open Claim Inventory Controls 	<ul style="list-style-type: none"> • Data Sources & Collection Methods • Integrity Issues & Controls • Data Consumption • Data Visualization (Dashboards) & Reporting Practices <ul style="list-style-type: none"> • Metrics / KPIs • Allocation Models • Actuarial Reporting • Risk Management Information Systems (RMIS)

In addition to these core claim services, we offer a range of claim and loss control products. These services work to assist you in minimizing your total cost of risk. A few of these products available for a separate fee include Risk Process Optimization (RPO), Claim Closure Solutions, Claim Audits, and enhanced Ergonomics tools.

WTW's Risk Control and Safety: The majority of our North American based casualty risk control consultants are Certified Safety Professionals, have advanced degrees/education, and are actively involved in professional safety organizations.

Post-Acquisition of "New" Facilities: WTW can assist in the risk assessment of an acquired facility during or after the due-diligence period. We review policies and procedures for high risk areas.

Integrated Casualty Consulting (Fee Based)

- **Risk Process Optimization** – Facilitated interview-based projects to assess and map pre/post loss risk management practices to determine how they influence claim outcomes and costs. Blends comprehensive assessment of data analytics, safety, claims, legal, human resources, operations, compliance, finance, third party suppliers, etc.; 60-90 days to complete; findings serve as strategic blueprint for risk quality improvement and TCOR reduction.
- **Claim Audit** – Measures claim management performance against custom specifications and best practices. Identifies cost leakage and opportunities to improve claim management workflows and results.
- **TPA Marketing** – Facilitated marketing & RFP project; includes Market Match technology, bid analysis, oral presentations, award, contract & pricing analysis, and implementation consultation as required.
- **Claim Closure Solutions** – Accelerated closure projects of open claim inventory; impacts ultimate incurred & accruals, collateral requirements, and administration costs associated with open claims management from expired policies.

- **Workforce Vitality** – Specialized casualty risk control resources providing customized onsite and remote ergonomics services to reduce musculoskeletal and slip/trip/fall exposures.
- **Security Consulting** – Expert solutions in security risk mitigation. Quantifies security posture, identifies discrepancies and exposures, and recommend best practices for effective and achievable remediation. Provide physical security and workplace violence prevention solutions unique to client's culture and risk stance.
- **Data Analytics & RMIS Consulting** – Custom data management advisors to assess and improve data processes across a client's risk management program.

A.18 Analysis and Reporting: Providing assistance in the form of advisory services or written reports as is customarily expected from a professional insurance Firm.

We provide numerous written reports, such as Insurance Marketplace Realities, various analytic reports as addressed throughout this response along with stewardship reports just to name a few. We can work with you on any special report needs that might be required.

We believe the following information may be helpful to understand capacity, coverage, pricing and other issues impacting property and casualty premiums. For a broad base analysis of the latest status of the market, please visit our extensive Marketplace Realities report link [here](#). Published twice per year, Marketplace Realities offers a line-by-line insurance market forecast for the risk management community. Periodically thereafter, our practice leaders and marketing specialties provide supplemental assessments of current market trends along with our prognosis for the future. These are forwarded directly to you by your Client Service Team.

WTW Reports and Publications



Finally, adding to our bench strength is a series of reports and publications included below:

Publications	Description
Marketplace Realities -	<ul style="list-style-type: none"> Twice a year WTW publishes Marketplace Realities, a line-by-line insurance market forecast for the risk management community.
State of the Market Analysis	<ul style="list-style-type: none"> Please visit our website to view the most recent report: Insurance Marketplace Realities 2021 Spring Update Periodically thereafter, our practice leaders and marketing specialists provide supplemental assessments of current market trends along with our prognosis for the future.

Publications	Description
Practice publications	<ul style="list-style-type: none"> Most of our practices produce or contribute to a variety of publications designed to ensure our clients have an in-depth knowledge and wide perspective on all matters affecting their interests. Publications include newsletters, white papers and bulletins and are produced, among others, by: <ul style="list-style-type: none"> Executive Risks (12-20 issues annually) Claims & Risk Control (12-18 issues annually) Construction (3-5 issues annually) Cyber (3-5 issues annually) Environmental (3-4 issues annually) Financial Institutions (4-6 issues annually) Healthcare (3 issues annually) Human Capital (12-25 issues annually) International (3-5 issues annually) Life Sciences (2-4 issues annually) Public News & Views (4 issues annually) Real Estate (4-5 issues annually) Technology, Media & Telecommunications (3-5 issues annually) For easy access, all publications created by practices in North America are placed in a single emailing known as Insights. Any client can sign up and automatically receive this compilation each month.
Library of WTW publications	<ul style="list-style-type: none"> If you want to access a prior article, this library is a comprehensive collection of WTW publications. Organized by category, topic and client group, and part of Risk Intelligence Central, these publications include virtually all external WTW publications – a valuable archive for the insurance professional and those tasked by their organization with insurance and risk management responsibilities. Clients can access our publications at WTW Insights for a searchable database of all publications, current and archived.
State of the Market publications	<ul style="list-style-type: none"> At least quarterly, WTW publishes “State of the Market” outlining current market conditions across multiple coverage lines to keep our clients current.

Webcasts, Classes, Seminars and Training

- We conduct webinars on a wide variety of topics, both as single events and as parts of a series.
- WTW Practice Groups regularly offer client forums/roundtables and seminars to professionals in many areas including retail, health care, construction and financial services. WTW frequently presents at a wide range of conferences and industry events such as RIMS, STRIMA, PRIMA, AGRIP and other annual conferences in healthcare, human capital, real estate and construction, among others.
- Our local offices conduct topical seminars to keep you up to date on any legal or regulatory changes and to provide a forum to introduce you to products or solutions that may help your business.

- Individual, client-specific training has been designed and provided, such as Certificates of Insurance training for a client's purchasing department, and specific coverage training for new risk management department team members.

A.19. Provide name, title, brief description of duties, responsibilities, qualifications, and years of pertinent experience. Indicate availability for each staff member assigned to the project and include amount of time each will be assigned to the project. Resumes may be included limited to 2 pages per person. The Firm shall commit that staff identified in its Proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the City.

Commitment to Quality and Timely Service

We will provide the City with all insurance carrier specific applications. In an effort to streamline this process and reduce the administrative burden, we will seek approval from the markets to utilize one set of applications. We will assist the City in helping to clearly and fully understand the questions posed and the type of information sought by underwriters. **Your service team will prefill applications for your review, update and signature.** We will provide clarification and guidance throughout that process. Further we will work with you to develop a well-rounded and comprehensive submission that accentuates the positives and directly addresses any potential obstacles. Finally, we will coordinate underwriting meetings and create presentations whereby many of the underwriters' questions are addressed and e application is a supplement to their file.

Responsiveness and Sense of Urgency

Given the need for timely, thoughtful responses to all inquiries from the City, we have established a team structure with engagement from multiple touch-points including a clearly defined primary contact and at least one secondary contact for critical tasks. This team structure is intended to optimize performance allowing our team to more quickly and nimbly respond to the City while not disrupting the broader projects being tackled by other key team members such as renewal marketing and contract review. Within WTW we have a protocol of **responding within 24 hours for critical tasks** such as certificates of insurance.

Account Management	Duties and Responsibilities
Lindsay Cunningham Global Client Advocate/Seattle Market Leader <i>Industry experience: 25 years</i>	<ul style="list-style-type: none"> ■ Provide strategic direction & consultative partner; <i>We want the City to be happy with our services</i> ■ Senior point of contact for the City and Thought Leadership ■ Work closely with the City to develop short- and long-term risk strategy and manage service expectations / standards ■ Ensure service delivery accountability ■ Identification of resources ■ Development and implementation of insurance and risk strategy in conjunction with specialty resources, broking teams and account team
Karin Nelson Account Executive <i>Industry experience: 36 years</i> Ana Saavedra Sr. Client Manager <i>Industry experience: 41 years</i>	<ul style="list-style-type: none"> ■ Day-to-day contact with the City Risk Management Team ■ Develop annual service plan and execution responsibility ■ Responsible for updating client on market conditions ■ Manage and coordination of the service delivery team and broking and support teams ■ Coordination with Senior Client Manager ■ Manage open items ■ Manage contract review ■ Coordination with claims on any issues that may need special resources

Karin Nelson Account Executive <i>Industry experience: 36 years</i> Ana Saavedra Sr. Client Manager <i>Industry experience: 41 years</i>	<ul style="list-style-type: none"> Coordination with risk control on any safety issues that may require special resources Manage Risk Intelligence Central (RMIS system) Oversee data collection and market submissions Responsible for all endorsement changes Billing Policy documentation Premium allocation Certificate issuance
Marketing	Duties and Responsibilities
Lee Lockrem Property/Boiler <i>Industry experience: 35 years</i> Theresa Walker Liability, Crime, Excess WC, Inland Marine <i>Industry experience: 35 years</i>	<ul style="list-style-type: none"> Implements the risk financing strategy Design and execute a global marketing strategy in coordination with the Global Client Advocate and Account Executive Work with core analytics team to run appropriate analytics to inform The City decision making and support optimal interaction with insurance partners in support of marketing strategy Organize client /carrier marketing meetings Conduct negotiations with the market Finalize placement and work with the core team to provide the appropriate documentation Provide ongoing broking assistance and market relationship development
Specialty Consulting	
Gary Marchitello N.A. Property Head <i>Industry experience: 37 years</i>	<ul style="list-style-type: none"> Gary is responsible for the property broking strategy encompassing all of Willis Towers Watson North American property clients.
Mike Connelly West Region Casualty Broking Leader <i>Industry experience: 25 years</i>	<ul style="list-style-type: none"> Mike is responsible for the casualty broking strategy encompassing the US West Region clients.
Dave Koon Aviation <i>Industry experience: 37 years</i>	<ul style="list-style-type: none"> Dave is responsible for the City's Aerospace relationship, with oversight over all aspects of your account: current and prospective risks, analytics, loss prevention and loss settlement, marketing and administration.
Wendy Peters Terrorism <i>Industry experience: 35 years</i>	<ul style="list-style-type: none"> Wendy concentrates on the development of specialty insurance products and state-of-the-art analytical tools, including the creative use of insurance captives and deterministic terrorism models to respond to the changing profile of global terrorism and political violence.
Jacob Petty Cyber <i>Industry experience: 8 years</i>	<ul style="list-style-type: none"> Jacob implements strategies of the cyber broking team and oversee the broking and service deliverables for all Cyber placements while coordinating holistic analysis across other lines of business with the City's client advocate and client service team.
Carole Carretta Environmental <i>Industry experience: 30 years</i>	<ul style="list-style-type: none"> Carole supports the City's on environmental policy renewal including marketing, policy language negotiations and policy placement. She provides continued support through the policy term for all services needs and support on claim submittals.
Brendan Fletcher Surety <i>Industry experience: 3 years</i>	<ul style="list-style-type: none"> Brendan works closely with clients and internal colleagues to ensure quality service and timely responses on all their surety needs. He regularly manages and generates various reporting options to assist his clients in analyzing their needs, and providing ongoing support.
Claims and Risk Control Teams	

Kathy Knutson Casualty Claims <i>Industry experience: 29 years</i>	<ul style="list-style-type: none"> Provide services as required to support the lifecycle of a claim Focus on major claims assistance and support Work with the City and preferred TPA's to determine standards, best practices, etc.
Mike Marco Property Claims <i>Industry experience: 28 years</i>	<ul style="list-style-type: none"> Assist the City on reserve analysis and claim closure solutions Coordinate and participate in all claims reviews as directed by the City Claim trend analysis and reporting
Michelle Lentes Workers' Comp Claims <i>Industry experience: 32 years</i>	<ul style="list-style-type: none"> Work with defense counsel as necessary on large and complex claims Risk engineering and analysis of exposures Training of staff on procedures, exposures, and how to handle issues
Ryan Kilcullen Loss Control <i>Industry experience: 19 years</i>	<ul style="list-style-type: none"> Work with the City on any OSHA or carrier recommendations
Analytics /Actuarial	
Ben Yuan Analytics <i>Industry experience: 21 years</i>	<ul style="list-style-type: none"> Actuarial advice on pricing, reserving and capital modelling General consulting on risk management strategy Delivery of our latest analytical solutions and technology Advice on insurance strategy and risk finance Optimization: Using analytics to model risks and compare insurance structures across all lines to link to financial tolerance and reduce cost

We have included full bios in [Appendix A](#).

WTW will agree to prior approval of the City for Core staff substitutions.

B. Include a list of contracts the Firm has had during the last three (3) years or to a maximum of ten (10) that relate to the Firm's ability to perform the services needed under this IRFP. Provide contract period, contact names, phone numbers and e-mail addresses. Identify three (3) specific references from this list and briefly describe the work accomplished. Do not include City staff as references. The Firm grants permission to the City to contact the list provided.

	FIRM	CONTRACT PERIOD	CONTACT NAME	PHONE NUMBER	EMAIL
1	State of Nevada	2001 to 2023	Mandy Hagler	775-687-1755	mhagler@admin.nv.gov
2	State of Oregon	2006 to 2023	Bonnie Robbins	971-718-4595	Bonnie.Robbins@das.oregon.gov
3	City of Vancouver	2007 to 2027	Brent Waddle	360-487-8436	Brent.waddle@cityofvancouver.us
4	Nevada System of Higher Education	2002 to 2023	Lisa Schaller	775-750-9901	lschaller@nshe.nevada.edu
5	State of Arizona	2010 to 2015/ 2019 to current	Kate Rudd	602-542-1412	katie.rudd@azdoa.gov
6	Clark County Water Reclamation District	2019-2024	David Stoft	702-668-8041	dstoft@cleanwaterteam.com

Additional accounts Available upon request.

The three (3) specific references we have chosen are:

1. **State of Nevada** – We provide professional brokerage services for the placements and day to day administration as well as actuarial services. Our placements include: Excess Liability, Aviation, Workers' Comp., Fine Arts, Coverage for the Hoover Dam Bridge.
2. **State of Oregon** – We are their exclusive broker for all lines placed. We placed a one of kind property product in the London Market.
3. **Nevada System of Higher Education** - We provide professional brokerage services for their placements, day to day administration and actuarial services. Our placements include: Excess Liability, Cyber Liability, Crime, Workers' Comp, Pollution and Special Risk and D&O.

C. If the Firm has had a contract terminated for default in the last five (5) years, describe the incident. Termination for default is defined as notice to stop performance due to the Firm's non-performance or poor performance and if the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default. Provide other party's name, address, phone number and email address. If no such termination for default has been experienced by the Firm in the past five (5) years, so indicate.

To our knowledge, no such termination for default has occurred as respects the Seattle team assigned to the City's account.

COST PROPOSAL

The Cost Proposal shall identify all costs to be charged including any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Submit as a fully detailed budget with a total cost. Firms are required to collect and pay Washington state sales tax, if applicable. Do not include Washington state sales tax in Proposal.

Our goal is to deliver the highest quality of service to our clients and to be appropriately compensated for the levels of service and the value that we provide. We seek to develop long-term relationships based on service excellence and measured results. Our business model is structured to deliver brokerage and risk management services efficiently, producing a fair profit and sustaining our commitment to client welfare, quality, professional growth and continuous improvement.

In response to this RFP, we request an annual fee of:

\$65,000 plus retained standard market commission for placement of the Cyber and Terrorism policies.

We are willing to hold this annual pricing for the first three (3) years of the tentatively scheduled five- year term of the RFP. For years four (4) and five (5) if applicable, we request a 5% increase in the fee to \$68,250.

This fee/commission represents approximately 3% of the annual premium the City pays for insurance. With standard commission percentages ranging from 10% to 20%, we feel our proposed fee is extremely favorable for the City of Spokane.

Should any further additional insurance coverages, not currently procured within the city's insurance portfolio be purchased, we would request that we be allowed to retain a mutually agreed amount of commission on those specific placements.

We would be happy to discuss an alternative structure in the form of 100% fee, combination fee/commission or only commission. WTW stands ready to be open to negotiation on our proposed fee structure for brokerage services.

If we need to leverage WTW-owned London, Bermuda or Specialty markets for difficult to insure policy placements, we would cap their commissions at 10%.

Additional RCCA services available upon request for a fee. Approved in advance by the City.

We believe that the best compensation arrangement is one that aligns the best interests of both the City of Spokane and WTW. There are a variety of ways in which this can be structured and as previously stated we would be open to working with the city to agree on the structure.



Appendix

Appendix A: Team Bios

Lindsay Cunningham, CIP, ARM

Executive Vice President and Managing Partner, Seattle Market Leader

Relevant Experience/Specialization

Lindsay is the Western Region Director for Willis Towers Watson Global Solutions, supporting Canada, California and the Western region of the US.

She works with her Willis Towers Watson colleagues as a resource, providing strategic planning, thought leadership, coordinated relationship management and other assistance for large, complex clients with operations both domestic and around the world.

Prior to joining Willis Towers Watson, Lindsay was the Vice President of Risk with The Pantry, Inc. which, at the time, was a Fortune 500 Retail C-Store company with over 1500 stores located throughout the Southeast and revenues of \$8 billion. Included in the wide range of her responsibilities were the leadership and oversight of areas such as insurance administration and procurement, loss prevention, security, compliance, claims and captive administration. Earlier in her career she worked with several carriers focusing on claims management and risk based claims support of large SIR programs.

Education and Credentials

Lindsay graduated with her Bachelor's degree from York University in Toronto, Canada and from Eastern Carolina University with her MBA. She has her Chartered Insurance Professional (CIP) designation from Canada and her ARM.

Karin Nelson, CPSR

Account Executive, Vice President

Public Entity and Healthcare Industry Expertise

Relevant Experience/Specialization

During Karin's 35 years' experience with Willis Towers Watson she has been responsible for the oversight and management of account activities and the coordination of service teams' work, including communication, specification preparation, marketing negotiations, placement and service of all insurance programs and client risk management needs predominantly in the public entity and healthcare arena. She works closely with the client and/or risk management team and participates in the development of strategy, design and implementation of their overall insurance program.

Karin has been involved with accounts such as:

- State of Nevada
- Nevada System of Higher Education
- State of Washington
- State of Idaho
- City of Vancouver

- City of Spokane
- PeaceHealth
- EmpRes Healthcare Management
- State of Arizona
- Swedish Medical Center
- Clark County Water Reclamation
- Truckee River Flood Management

Education and Credentials

Karin holds a Certified Policy Service Representative (CPSR) designation and is a licensed Property/Casualty Agent. She is active with STRIMA, PRIMA and ASHRM.

Ana Saavedra, ARM

Senior Client Service Manager

Relevant Experience/Specialization

Ana joined Willis in 2011 as a Senior Client Manager focusing her expertise in large client risk management. She brings to her role extensive property and international experience developed over her 25 years in the insurance industry. She is responsible for the oversight and management of account activities and the coordination of service teams' work, worldwide, including communication, specification preparation, marketing negotiations, placement and service of all insurance programs and client risk management needs. She works closely with the client and/or risk management team and participates in the development of strategy, design and implementation of their overall insurance program.

Ana has been involved with accounts such as:

- State of Nevada
- Nevada System of Higher Education
- Chugach Alaska Corporation
- City of Vancouver
- City of Spokane
- Paccar
- Clark County
- Truckee River Flood Management
- Russell Investments Group, Ltd.

Education and Credentials

Ana holds an ARM insurance designation and a degree in History and Spanish Literature from California State University.

Lee Lockrem

Senior Vice President - Property Broker

Relevant Experience/Specialization

Lee provides consultation to clients on all matters related to their property insurance program, including program design, marketplace trends, carrier capabilities, strategic market access points, benchmarking/analytics, and creative program alternatives. Her understanding of the global marketplace and the nuances of property coverages has been developed in both the underwriting and brokerage aspects of the business and covers a diversified portfolio ranging from complex commercial risks to members of the Fortune 500 who are engaged in market sectors such as financial institutions, real estate, retail, manufacturing and technology.

Prior to joining Willis Towers Watson, she held property practice leadership roles with carriers and brokers throughout the US over the course of her 30-year career. She has instructed property insurance classes and has led seminars on program design.

Education and Credentials

Lee holds a Bachelor of Science degree in business administration/finance from UC Berkeley. She is a licensed Property and Casualty Broker as well as a licensed Surplus License Broker in multiple States.

Theresa Walker, ACSR, CISR, CIC, ASLI, AU

Public Entity Practice Leader/Property & Casualty Senior Broker

Relevant Experience/Specialization

Theresa has worked in the Insurance business since 1986. Throughout her insurance career she has held various positions. Some of them include, underwriting assistant for a large commercial insurance carrier, Client Manager, Commercial Lines Manager, and a Broker for a large Excess & Surplus Wholesaler. In these roles, she was responsible for all aspects of client service, managing a team and insurance program management. Presently Theresa is the Public Entity Brokering Leader and focuses on broking new and renewal business.

With her industry experience, Theresa has well developed relationships with insurance carriers thus giving her leverage in the marketplace to achieve the best results possible while broking renewals and new business. She applies her experience and knowledge to creatively address and solve customer needs and problems, while negotiating with the carriers to secure the broadest coverage, aggressive pricing and possible options to best fit the needs.

Theresa is a generalist and her commercial account experience extends from Real Estate, Manufacturing, Construction, Public Entity, and various other Industries. Prior to joining Willis Towers Watson, Theresa was a Broker for All Risks on a team that was responsible for a large property and casualty book of new and renewal business in a territory that spanned the southeast with an emphasis on coastal business.

Education and Credentials

Theresa worked in the Financial Institution Industry for a short period of time before deciding to start her career in the Commercial Insurance Business where she has earned her CISR, ACSR, CIC, ASLI, and AU designations. She was spotlighted in the December 2009 issue of the Independent Insurance Agents of Virginia newsletter for her success in the Industry. She also received the ACSR (Accredited Customer Service Representative) of the Year award from the Independent Insurance Agents of Virginia in May 1996 for providing

outstanding service to her clients. She continues taking classes to stay in touch with changes in the industry as well as satisfy continuing education requirements.

Kathy Knutson

Senior Claims Consultant, Risk Control and Claim Advocacy Practice

Relevant Experience/Specialization

Kathy Knutson is a Senior Claims Consultant based in our Scottsdale, Arizona office and part of the Claims Management team. The Claims Management team acts as a liaison between our clients and the insurance companies in the handling and disposition of open claims and can assist in a consulting capacity.

Prior to joining Willis Towers Watson in 2010, Kathy Knutson worked as a Claims Specialist at Allied/Nationwide Insurance, Chubb Insurance, Windsor (Infinity) Insurance and Sentry Insurance. Her experience involves handling auto and various types of liability claims as an in-house and field examiner.

Kathy's 29+ years in the insurance industry, 17 of those years as a claims examiner on the carrier side, contribute to her success in servicing clients from her current position with an insurance broker. Her client base covers many business sectors including, but not limited to, transportation, construction, hospitality and retail.

Education and Credentials

Kathy earned her B.A. in Business Administration from Ottawa University and an Associate of Applied Science in Middle Management from Scottsdale Community College. She has also taken various insurance courses and insurance seminars throughout the years. Kathy is a Licensed Adjuster, Arizona

Michael Marco

Senior Property Claim Consultant

Relevant Experience/Specialization

Mike Marco brings twenty-five years of property claims handling experience to Willis Towers Watson. Mike's current role is as a Senior Consultant on the National Property Practice Team. Over his career Mike has also worked as a Large Loss Property Consultant, Claim Advocate, Regional General Adjuster, Catastrophic Property Loss Adjuster and had two years of experience as a Quality Assurance Team Reinspector/Trainer.

Mike has taught classes to staff adjusters in the use of Xactimate Estimate writing Program and has significant experience preparing building damage estimates for large upscale residential losses, commercial losses involving condominium complexes, apartment buildings, office buildings and light industrial structural losses.

Assist in developing scope and value of the client's damages-property damage. Coordinate and assist in presenting Time Element losses. Manage client and insurer adjustment team activities. Communicate with and explain the insurance coverages under the terms of the local policy. Ensure agreements with adjusters on physical damage scope and Business Interruption methodology presented. Represent client in discussions and negotiations with Adjusters.

Manage dispute resolution process. Obtain frequent partial payments. Provide interpretation of Master policy and Local policy coverage. Review and manage for subrogation potential and recovery.

Education and Credentials

- Illinois State University, Normal, Illinois
- Bachelor's Degree, Criminal Justice Sciences

Ryan Kilcullen

Assistant Vice President Regional Director of Risk Control

Relevant Experience/Specialization

Ryan is a Regional Director for Risk Control practice in the West. He specializes in occupational safety and health, construction safety, industrial ergonomics, safety management, fleet safety, and emergency preparedness. He has provided these consultation services to global clients in a variety of industries including manufacturing, transportation, construction, retail, and hospitality. He has worked internationally in countries including: The Bahamas, Morocco, South Africa, Canada, Germany, The Maldives, and United Arab Emirates.

His efforts are primarily directed toward reducing the frequency/ severity of accidents, improving client's risk profiles, thus reducing The Total Cost of Risk. Key services include safety and health audits, benchmarking/analytics, loss prevention program evaluations, ergonomics, regulatory standard interpretations, and safety research.

Prior to joining Willis Towers Watson, Ryan was Vice President of Risk Consulting at Marsh Los Angeles from 2008 to 2011. Before relocating to the West Coast he began his consulting career in 2003 in the Marsh Philadelphia office. Prior to Marsh, Ryan began his safety career in 2002 in the Safety Management and Industrial Hygiene group at Johnson & Johnson World Headquarters. Ryan now provides safety, loss control, and risk management services to a variety of casualty accounts for Willis Towers Watson.

Education and Credentials

- Bachelor of Science Degree in Safety Sciences from Indiana University of Pennsylvania
- Full member of the American Society of Safety Engineers
- Full member of the American Industrial Hygiene Association
- Full member of the National Safety Council

Michelle Lentes

West Region Claim Regional Practice Leader Senior Claim Consultant

Relevant Experience/Specialization

Michelle has 32 years of experience in Workers Compensation claims. She has been a claim consultant for 27 years including 15 years at Willis Towers Watson. Prior to being a consultant, Michelle was a Claim Adjuster and Supervisor with one of the nation's largest casualty insurers. She has experience in most industries including retail, hospitality, construction, manufacturing, agriculture, real estate, public entity, frozen food packaging and storage, transportation, and healthcare.

Michelle consults with clients to provide guidance and technical expertise on insured, self-insured, and self-administered workers compensation programs. Examples of accomplishments include:

- Conducted best practices claim audits and operational analysis for large and complex insured, self-insured and self-administered companies
- Evaluated and recommended redesign of litigation policies and procedures of large public entity to promote cost savings

- Directed selection of new claim administrator and transition of national programs to promote significant cost savings and improve claim service
- Claim Project Manager of large California OCIP to ensure organized roll-out and management of claim manuals, reporting protocols, and claim oversight to promote positive claim outcomes
- Provide vendor management of carriers, TPA, managed care vendors to ensure program adhering to claim best practices to provide best outcomes for clients
- Managed marketing and transition of national auto distributor's program consisting of 4,000 employees to an Integrated Disability Management (IDM) program

Education and Credentials

- BA from UCLA in Psychology and Business
- MBA from California State University of Northridge (CSUN)
- WCCP (California Workers Compensation Claims Professional)
- SIP (Self Insured Programs) Certification for California
- ARM (Associated Risk Management) Certification

Gary Marchitello

Head of Property Broking, Property Placement and Service

Relevant Experience/Specialization

As Head of Property Broking for Willis Towers Watson, North America, Gary is responsible for the property broking strategy encompassing all of Willis Towers Watson North American property clients. He routinely takes a hands-on role in program design and brokerage for strategic clients. Gary is also responsible for the strategic relationships with Willis Towers Watson's major insurers throughout the world that underwrite property insurance for North American clients. He has been broking property insurance, leading property practices and serving clients for 37 years.

Prior to joining Willis Towers Watson in 2016, Gary formed and managed the Property Insurance Practices for Vandbridge LLC, Integro and Aon. Gary began his career at Marsh and ultimately managed their New York Property Practice.

Education and Credentials

Gary has a Bachelor of Arts degree in Economics from Drew University.

Michael A. Connelly

Executive Vice President

Head of Casualty Risk & Broking –US West Region

Relevant Experience/Specialization

Michael Connelly is a Global Client Advocate and Willis Towers Watson's Head of Casualty Risk and Broking for the US West Region Markets. With over 25 years in the Insurance Brokerage Industry, Mike is engaged in all aspects of the business. As a leader of Willis Towers Watson's Corporate Risk & Broking (CRB) segment he is responsible for the financial performance and growth of the business segment. Mike is experienced in business development & sales strategy, client engagement and advocacy, talent recruiting, and financial performance.

As an experienced Global Client Advocate, Mike's focus is delivering insurance and risk management solutions across a portfolio of global and large and complex clients. In this role, Mike strategically aligns Willis Towers Watson's colleagues locally & globally to build leading insurance and risk management programs. Risk Management strategies include analytically supported insurance brokerage solutions, alternative risk financing, captive solutions, portfolio risk optimization, efficient use of capital, and mitigation of risk through loss control and claims management solutions.

Education and Credentials

Mike graduated cum laude from Robert Morris University in Pittsburgh, Pennsylvania with a Bachelor of Science in Business Administration with a concentration in Finance. Prior to Willis Towers Watson, he worked at Marsh in Chicago, Pittsburgh and Bermuda. Mike currently serves on the University of Colorado, Denver, Business School of Board of Advisors, and is a member of their Risk Management Insurance Advisory Council. He is a member of the Denver Metro Chamber of Commerce and currently sits on the Board of the Insurance Industry Charitable Foundation's Denver Chapter.

Dave Koon

Senior Vice President

Relevant Experience/Specialization

Dave is principally responsible for oversight over all aspects of the aviation program: current and prospective risks, analytics, loss prevention and loss settlement, marketing and administration. All Willis Towers Watson Aerospace resources and experts are accountable to Dave.

With over 34 years of aviation insurance experience, Dave previously managed the western regional aviation underwriting operations for CIGNA and ACE's Los Angeles and Seattle branch offices. His experience has been focused on all segments of general and commercial aviation including, but not limit to, airports and airport based operations, commercial and general aircraft/helicopters, critical and non-critical product manufactures, and aircraft finance lease programs. Prior to joining Willis Towers Watson 15 years ago Dave was also the National Aviation Practice leader for another large brokerage firm.

Education and Credentials

Dave holds a Bachelor of Science Degree in Business Administration from Central Washington University, Master of Business Administration from City University. Dave is an active pilot and holds a Commercial and Instrument license and rating and he is a member of Helicopter Association International (HAI).

Wendy Peters

Executive Vice President, Terrorism Practice Leader Willis Financial Solutions

Relevant Experience/Specialization

Wendy is the Willis Towers Watson – Terrorism Practice Leader with specific responsibility for the development and production of terrorism and security risk assessment and risk transfer tools for Willis Towers Watson network clients. Wendy has over 30 years of experience in political risk and terrorism risk management in Europe and the U.S. Since 2001, she has concentrated on the development of specialty insurance products and state-of-the-art analytical tools, including the creative use of insurance captives and deterministic terrorism models to respond to the changing profile of global terrorism and cyber risks, and global political violence.

Education and Credentials

Wendy has a Bachelor of Arts degree in Foreign Affairs and a Bachelor of Science degree in Political Science from American University, Washington, D.C., School of International Service. She also has a Diploma in Eastern European and Russian Studies from Universität Freiburg in Switzerland. Wendy is a frequent speaker at various industry conferences and national panels on political risk and terrorism insurance issues and is the author of numerous publications on those topics.

Wendy currently serves as Chairman of the U.S. Department of the Treasury Advisory Committee on Terrorism Risk-Sharing Mechanisms to explore the development of non-governmental, private market risk-sharing mechanisms for terrorism risk.

Bryan Forand

Corporate Risk and Broking Associate Broker | FINEX Middle Market

Relevant Experience/Specialization

Bryan's primary responsibility will be the lead placing broker for Willis Towers Watson West Coast Middle Market CRB Teams. Bryan will provide placement, risk assessment and coverage consultation to private and non-profit clients. Bryan joined Willis Towers Watson in June of 2019.

Bryan has three years of associate underwriting experience with Chubb. Bryan handled the Private and Not For Profit Book for companies with a billion dollars or greater in revenue. His primary responsibilities included rating, quoting, binding, and policy issuance.

Lines of Business: Directors & Officers, Employment Practice, Fiduciary Liability, Crime, Kidnap and Ransom and Employed Lawyers.

Education and Credentials

Bryan earned a Bachelor of Business Administration in Management & Organization from the Tippie College of Business at the University of Iowa. While attending the Tippie College of Business, Bryan also earned a Certificate in Entrepreneurship Management.

Carole Carretta

Senior Vice President, Environmental Practice

Relevant Experience/Specialization

Carole is a Senior Vice President for the Environmental Practice in San Francisco. She is also the team leader for the West Coast. She has over 20 years of underwriting and broking experience specific to environmental liability insurance. Carole's background includes work for many Fortune 100 clients with securing comprehensive programs for Contractor's Pollution Liability, Professional Liability and Pollution Legal Liability policies with limits in excess of \$150 million. Carole lends her expertise to the more routine coverage's as well, having created thousands of programs for satisfied clients over the past 10 years alone. Carole has created numerous environmental programs for single property transactions and portfolio of properties

Before joining WTW's Environmental Practice, she worked as Senior Vice President/Senior Client Advisor of Marsh USA, Inc. where she increased her technical expertise with Pollution Legal Liability and other environmental products. She led a motivated staff that substantially grew the environmental book during her

tenure. Her professional experience includes positions for New Day Underwriting Managers, AIG Environmental and DPIC Companies (now known as XL Design Professional).

Carole has worked on a number of BRAC deals that included Pollution Legal Liability (PLL) as well as Clean-up Cost Cap coverages. She has also implemented programs for a large Fortune 500 company specializing in environmental contracting. She has developed a PLL program for a retail chain of grocery stores with locations throughout the U.S.

Education and Credentials

She is a leader in the environmental insurance arena in Northern California area, and is looked upon both inside and outside the insurance industry for her expertise.

Brendan Fletcher

Accommodation Surety Client Services Specialist

Relevant Experience/Specialization

Brendan is a Client Services Specialist for the West region on Willis Towers Watson's Accommodation Surety team, handling a large variety of construction and commercial surety accounts. His experience and skills present a unique opportunity to develop and discover solutions for his clients.

Brendan works closely with clients and internal colleagues to ensure quality service and timely responses on all their surety needs. He regularly manages and generates various reporting options to assist his clients in analyzing their needs, and providing ongoing support.

Brendan joined Willis Towers Watson in March of 2019 as an Associate in the Surety Support Center, where he developed into a mentor and then team lead for his colleagues. In April of 2021, he joined the Accommodation Surety team.

Prior to joining Willis Towers Watson, Brendan worked in Accounting, servicing clients' audit and tax needs, and was also a town accountant.

Education and Credentials

- Brendan received Bachelor of Science in Accounting from UMass Amherst in 2014.
- Connecticut Resident Property and Casualty Insurance Brokers License, Non-resident license held in 49 states.

Jacob Petty

Senior Broker/Team Leader, FINEX Cyber/E&O

Relevant Experience/Specialization

Jacob Petty has spent the past five years' as a broker specializing in the placement of professional, technology, cyber and media liability insurance programs. He has expertise in reviewing clients' exposures and working with them to develop a customized risk management solution designed to effectively transfer the identified risks in through the most robust and cost-efficient manner possible.

In his current role as Senior Broker/Team Leader at WTW, Jacob serves as a dedicated Technology E&O, Cyber, Media, and Professional Liability product expert. In his team leadership role, he oversees marketing (new and renewal), claims coordination, industry benchmarking and coverage analysis.

Prior to working in the insurance industry, Jacob developed disaster recovery and business continuity programs for financial institutions; evaluating, analysing, and developing programs for IT and critical business operations risk reduction. With that background, he brings a unique ability to help clients evaluate their overall risk management strategy.

Education and Credentials

- Associate in Risk Management designation from the Insurance Institute of America

Benjamin Yuan, ARM

Strategic Risk Management Analyst, Risk and Analytics Division

Relevant Experience/Specialization

Ben joined Willis Towers Watson in 2013 after five years with Toyota's Risk Management Department and over 15 years of brokerage experience with Marsh. In addition to his direct client management background, Ben previously led Marsh's Strategic Workers' Compensation (WC) Operations in the Middle Market Division where he performed workers' compensation program evaluation using loss analytical tools.

Ben is responsible for all Risk Management analytics within the West Region. Services include: Loss Forecast Analysis, Loss Stratifications, Collateral and Cash Flow Analysis, Experience Mod Calculations, Loss Trend Analysis, and Retention Evaluations.

Education and Credentials

- B.A. in Applied and Analytical Economics, California State University of Los Angeles

About Willis Towers Watson

Willis Towers Watson (NASDAQ: WLTW) is a leading global advisory, broking and solutions company that helps clients around the world turn risk into a path for growth. With roots dating to 1828, Willis Towers Watson has 45,000 employees serving more than 140 countries and markets. We design and deliver solutions that manage risk, optimize benefits, cultivate talent, and expand the power of capital to protect and strengthen institutions and individuals. Our unique perspective allows us to see the critical intersections between talent, assets and ideas — the dynamic formula that drives business performance. Together, we unlock potential. Learn more at willistowerswatson.com.

**Agenda Sheet for City Council Meeting of:**

04/18/2022

Date Rec'd

4/8/2022

Clerk's File #

OPR 2019-0750

Renews #**Cross Ref #****Project #****Bid #****Requisition #**PAID THRU
CLAIMS**Submitting Dept**

CITY ATTORNEY

Contact Name/Phone

MICHAEL ORMSBY 6287

Contact E-Mail

MORMSBY@SPOKANECITY.ORG

Agenda Item Type

Contract Item

Agenda Item Name

0500 OUTSIDE COUNSEL CONTRACT AMENDMENT

Agenda Wording

An amendment to contract with Stewart A. Estes and the law firm of Keating Bucklin & McCormack, Inc., P.S. for outside counsel services and advice in the legal matter Estate of David Novak, et. al., v. City of Spokane, et. al.

Summary (Background)

This amendment will increase the contract by \$125,000 for a total contract amount of \$374,500.00.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Expense \$ 125,000.00

5800-78100-14780-54601

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

PICCOLO, MIKE

Study Session\Other4/11/22 Public Safety &
Community Health
Committee**Division Director****Council Sponsor**Council Member Michael
Cathcart**Finance**

BUSTOS, KIM

Distribution List**Legal**

PICCOLO, MIKE

sestes@kbmlawyers.com

For the Mayor

ORMSBY, MICHAEL

mormsby@spokanecity.org

Additional Approvals

nodle@spokanecity.org

Purchasing

sdhansen@spokanecity.org

James.Scott@davies-group.com

rkokot@spokanecity.org



City of Spokane
**OUTSIDE COUNSEL
CONTRACT AMENDMENT**

This Contract Amendment is made and entered into by and between the **City of Spokane** as ("City"), a Washington municipal corporation, and **KEATING, BUCKLIN & MCCORMACK, INC., P.S.**, whose address is 800 Fifth Avenue, Suite 4141, Seattle, Washington 98104-3175, as ("Firm"), individually hereafter referenced as a "party", and together as the "parties".

WHEREAS, the parties entered into a Contract wherein the Firm agreed to act as OUTSIDE SPECIAL COUNSEL providing legal services and advice to the City regarding the matter of THE ESTATE OF DAVID NOVAK, ET. AL. v. CITY OF SPOKANE, ET. AL., and

WHEREAS, additional funds are necessary, thus the original Contract needs to be formally Amended by this written document; and

NOW, THEREFORE, in consideration of these terms, the parties mutually agree as follows:

1. CONTRACT DOCUMENTS.

The Contract, attested by the City Clerk on September 6, 2019, any previous amendments, addendums and / or extensions / renewals thereto, are incorporated by reference into this document as though written in full and shall remain in full force and effect except as provided herein.

2. EFFECTIVE DATE.

This Contract Amendment shall become effective on February 15, 2022.

3. COMPENSATION.

The City shall pay an additional amount not to exceed **ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00)** for everything furnished and done under this Contract Amendment. The total amount under the original contract, all previous amendments and this Amendment is **THREE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$374,500.00).**

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained, or attached and incorporated and made a part, the parties have executed this Contract Amendment by having legally-binding representatives affix their signatures below.

**KEATING, BUCKLIN &
MCCORMACK, INC., P.S.**

CITY OF SPOKANE

By _____
Signature Date

By _____
Signature Date

Type or Print Name

Type or Print Name

Title

Title

Attest:

Approved as to form:

City Clerk

Assistant City Attorney

**Agenda Sheet for City Council Meeting of:**

04/18/2022

Date Rec'd

3/31/2022

Clerk's File #

RES 2022-0032

Renews #**Submitting Dept**

DSC, CODE ENFORCEMENT &

Cross Ref #**Contact Name/Phone**

ELDON BROWN X6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

4700 – STREET VACATION OF 26TH BETWEEN H & SCENIC AND SCENIC

Agenda Wording

Resolution setting hearing before the City Council for May 23, 2022 for the vacation of 26th Ave between H & Scenic and Scenic between 25th Ave and 27th Ave, as requested by Jane Lehnertz

Summary (Background)

A petition was submitted representing 100% of the abutting property. Staff requests that City Council set a public hearing on the vacation petition. Engineering has collected responses from City Departments and utility purveyors and have compiled them into the attached report document. After reviewing all the comments, Engineering is not in favor of this vacation and this was relayed to the property owner.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Neutral \$

#

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

MACDONALD, STEVEN

Study Session\Other

PIES Committee 3/28/22

Division Director

MACDONALD, STEVEN

Council Sponsor

CM Wilkerson; CM

Finance

MURRAY, MICHELLE

Distribution List**Legal**

RICHTMAN, JAMES

edjohnson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ebrown@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

smacdonald@spokanecity.org

rbenzie@spokanecity.org

kkuchlenz@spokanecity.org

rwaller@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

Summary (Background)

The property owner understands that Engineering is recommending against the vacation but that City Council makes the decision on the matter and would like to have a hearing with City Council. Avista, Comcast, and CenturyLink/Lumen have all requested that if the right-of-way is vacated, that easements be retained in the vacation ordinance for existing and future utilities.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

R E S O L U T I O N 2022-0032

WHEREAS, on July 20, 2021, the Spokane City Council received a petition for the vacation of 26th Avenue from H Street to Scenic Boulevard and Scenic Boulevard from 25th Avenue to 27th Avenue, in the City of Spokane from owners having an interest in real estate abutting the above right-of-way; and

WHEREAS, it was determined that the petition was signed by the owners of more than two-thirds of the property abutting 26th Avenue from H Street to Scenic Boulevard and Scenic Boulevard from 25th Avenue to 27th Avenue, in the City of Spokane; and

WHEREAS, the City Council desires to set a time and date through this resolution to hold a public hearing on the petition to vacate the above property in the City of Spokane;

NOW, THEREFORE,

The City Council does hereby resolve the following:

That hearing on the petition to vacate 26th Avenue from H Street to Scenic Boulevard and Scenic Boulevard from 25th Avenue to 27th Avenue, in the City of Spokane will be held in front of the City Council at 6:00 P.M. or as soon thereafter as possible on **May 23, 2022**, and the City Clerk of the City of Spokane is instructed to proceed with all proper notice according to State law.

ADOPTED by the Spokane City Council, this _____ day of _____, 2022.

City Clerk

Approved as to form:


Assistant City Attorney

P2105409VACA



Right-of-way Description:
26th Ave from the east line of H St.
to the west line of Scenic Blvd
And Scenic Blvd from the south line
of 25th to the north line of 27th

Legend

 Proposed Vacation

THIS IS NOT A LEGAL DOCUMENT:
The information shown on this map is compiled
from various sources and is subject to constant
revision. Information shown on this map should
not be used to determine the location of facilities
in relationship to property lines, section lines,
streets, etc.



**Agenda Sheet for City Council Meeting of:**

04/18/2022

Date Rec'd

4/4/2022

Clerk's File #

RES 2022-0033

Renews #**Submitting Dept**

PLANNING & ECONOMIC

Cross Ref #**Contact Name/Phone**

MAREN 625-6737

Project #**Contact E-Mail**

MMURPHY@SPOKANECITY.ORG

Bid #**Agenda Item Type**

Resolutions

Requisition #**Agenda Item Name**

0650 - SOUTH LOGAN TRANSIT-ORIENTED DEVELOPMENT (TOD) PROJECT

Agenda Wording

A resolution directing City of Spokane Planning Services staff to conduct a subarea planning process and environmental review in the South Logan area of the Logan Neighborhood

Summary (Background)

The City of Spokane was awarded \$250,000 in grant funds from the Transit-Oriented Development and Implementation (TODI) grant program through the WA Dept. of Commerce. The City will develop a subarea plan and planned action environmental impact statement (EIS) to facilitate transit-oriented development (TOD) along The City Line, Spokane's first bus rapid transit route, with high-density residential development.

Lease? NO

Grant related? YES

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ 250,000

1360-94175-99999-33442

Expense \$ 250,000

1360-94175-58620-54201

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

BLACK, TIRRELL

Study Session\Other

PIES 3/28/22

Division Director

BLACK, TIRRELL

Council Sponsor

CM Cathcart & CM

Finance

MURRAY, MICHELLE

Distribution List**Legal**

RICHMAN, JAMES

mmurphy@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

tblack@spokanecity.org

Additional Approvals

sgardner@spokanecity.org

Purchasing

sbishop@spokanecity.org

GRANTS,

MURRAY, MICHELLE

jchurchill@spokanecity.org

smacdonald@spokanecity.org



Continuation of Wording, Summary, Budget, and Distribution

Agenda Wording

to facilitate transit-oriented development that leverages investments in The City Line with high-density residential development.

Summary (Background)

The study area focuses on The City Line stations in the South Logan area around Gonzaga University, which is adjacent to the Hamilton Street Corridor in the Logan Neighborhood.

Fiscal Impact

Select \$

Select \$

Budget Account

#

#

Distribution List

Agenda Sheet

Submitting Department	Planning Services, Community and Economic Development
Contact Name & Phone	Maren Murphy, 625-6737
Contact Email	mmurphy@spokanecity.org
Council Sponsor(s)	Council Member Cathcart, Council Member Bingle
Select Agenda Item Type	<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Discussion Time Requested:
Agenda Item Name	South Logan Transit-Oriented Development (TOD) Project Subarea Resolution
Summary (Background)	<p>The City of Spokane was awarded \$250,000 in grant funds from the Transit-Oriented Development and Implementation (TODI) grant program through the WA Dept. of Commerce. The City will develop a subarea plan and planned action environmental impact statement (EIS) to facilitate transit-oriented development (TOD) along The City Line, Spokane's first bus rapid transit route, with high-density residential development. The study area focuses on The City Line stations in the South Logan area around Gonzaga University, which is adjacent to the Hamilton Street Corridor in the Logan Neighborhood.</p> <p>Project Scope:</p> <ul style="list-style-type: none"> • The project will review land use, zoning, and design standards to increase variety of allowable housing types and mixed-use development. • It will identify public infrastructure needs, including water and traffic, to support higher density housing in the area. • The project will also address development code changes needed to increase residential capacity and include a market analysis to help the City better understand the overall potential. • Additionally, the City will identify anti-displacement and equitable TOD strategies to preserve and expand low-income and workforce housing in the area, protect residents from rising costs, connect people to opportunities, and support local businesses. • The project will also conduct a comprehensive analysis of environmental impacts and consequences, alternatives, and mitigation measures of planned development in advance to streamline permit processing times through the development of a planned action EIS. <p>The City will hire a consultant team to help develop the deliverables and conduct the environmental analyses. The process will include community engagement with community members, property owners, businesses, key institutional and organizational stakeholders, and agency partners. The project is expected to begin in Q2 2022, with final adoption by ordinance anticipated by June 15, 2023.</p> <p>The project was presented at PIES Committee on March 28, 2022.</p>
Proposed Council Action &	Adoption of subarea resolution on April 18, 2022

Date:	
Fiscal Impact: Total Cost: <u>\$250,000</u> (the grant is reimbursement based on deliverables) Approved in current year budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Funding Source <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Specify funding source: TODI Grant funded through WA Dept of Commerce Expense Occurrence <input checked="" type="checkbox"/> One-time <input type="checkbox"/> Recurring Other budget impacts: (revenue generating, match requirements, etc.) No match is required.	
Operations Impacts <i>What impacts would the proposal have on historically excluded communities?</i> The project is intended to support high quality transit, increase housing capacity and diversity, and promote affordability along The City Line in the South Logan area. Reflecting the critical need for more affordable housing in the City, the project will include a strong focus on expanding low-income and workforce housing in the area. The Logan Neighborhood has been identified through the Housing Action Plan as an area with moderate risk for displacement. With an equity focus, the project outcomes will identify tools and strategies to encourage affordable housing, support existing renters and lower income households, and prevent displacement as development and redevelopment occurs.	
<i>How will data be collected, analyzed, and reported concerning the effect of the program/policy by racial, ethnic, gender identity, national origin, income level, disability, sexual orientation, or other existing disparities?</i> The project will review and analyze environmental and social impacts of planned development and development alternatives as part of process. An analysis of existing conditions will establish a baseline that will inform the project with data on demographics, socioeconomics, housing and market conditions, land use and zoning, and infrastructure needs. Additional consideration will be given to disaggregate relevant data based on equity indicators. The project will also include recommendations for anti-displacement and equitable TOD strategies.	
<i>How will data be collected regarding the effectiveness of this program, policy or product to ensure it is the right solution?</i> Throughout the process, community engagement will help inform and guide the work through input from residents, businesses, institutions, agency partners, and other stakeholders. A monitoring program as part of the subarea plan will provide a method for measuring the effectiveness of planned development in achieving strategic housing and transportation objectives.	
<i>Describe how this proposal aligns with current City Policies, including the Comprehensive Plan, Sustainability Action Plan, Capital Improvement Program, Neighborhood Master Plans, Council Resolutions, and others?</i> The proposal is aligned with many City policies to better connect land use and transportation, expand and increase housing supply, expand missing middle housing and affordable housing, and promote anti-displacement and equitable outcomes. This includes the Comprehensive Plan (Housing Chapter), Housing Action Plan, Sustainability Action Plan, Mayor Proclamation for a Housing Emergency, City Council/Plan Commission 2021-2022 Joint Work Plan, and Transit-Oriented Development Framework Study, and Logan Neighborhood Identity Plan.	

RESOLUTION NO. 2022-0033

A RESOLUTION directing City of Spokane Planning Services staff to conduct a subarea planning process and environmental review in the South Logan area of the Logan Neighborhood to facilitate transit-oriented development that leverages investments in The City Line with high-density residential development.

WHEREAS, Spokane's City Council may authorize a process to consider amendments to the zoning map per SMC 17A.040.040;

WHEREAS, Spokane's Municipal Code lays out a process for subarea planning which closely meets a zoning overlay adoption in SMC 17G.020 and allows council to initiate such subarea planning actions with the adoption of a public participation plan per SMC 17G.020.025(B)(3); and

WHEREAS, the 2021 Legislature appropriated \$2.5 million for cities through the Washington Department of Commerce to facilitate transit-oriented development in areas with light rail or fixed rail systems, bus rapid transit, high frequency bus service or park and ride lots; and

WHEREAS, City of Spokane planning staff applied for and was awarded the Transit-Oriented Development Implementation (TODI) grant from the Department of Commerce for \$250,000 in October 2021; and

WHEREAS, grant awards may only fund efforts that address environmental impacts and consequences, alternatives and mitigation measures in sufficient detail to allow the analysis to be adopted in whole or in part by applicants for development permits within the geographic area analyzed in the plan; and

WHEREAS, all grant deliverables must be completed and submitted to the Department of Commerce by June 15, 2023; and

WHEREAS, the study area will focus on three City Line bus rapid transit stations in the South Logan area of the Logan Neighborhood and University District—Athletic Center, Desmet Avenue, Columbus Street—around Gonzaga University, the Hamilton Street Corridor, and the Trent & Hamilton Employment Center, as designated on the Land Use Plan Map; and

WHEREAS, the proposed action the City will take is to develop a sub-area plan to review zoning, development codes and design standards, conduct a market analysis, and identify public infrastructure needs to support higher density housing and land use changes close to transit;

WHEREAS, the proposed action will leverage investment in civic infrastructure, including the improvement of bicycle and pedestrian trails and the development of a new hub for medical and health education, research and innovation; and

WHEREAS, the proposed action will consider anti-displacement and equitable strategies to preserve and expand affordable housing, connect people to jobs and opportunities, and support local businesses; and

WHEREAS, the proposed action will include a comprehensive review of land use, transit, stormwater, utilities, and other critical components through a Planned Action Environmental Impact Statement (EIS) in sufficient detail to allow the analysis to be adopted in whole or in part by applicants for development permits within the geographic area analyzed in the plan, consistent with RCW 43.21C.031 and WAC 197-11-164 through WAC 197-11-172; and

WHEREAS, the City will hire a consultant(s) through an RFQ process to conduct the necessary environmental review and develop the subarea plan and planned action ordinance; and

WHEREAS, the City's Comprehensive Plan, Chapter 3, Land Use, *Goal 3.4, Planning for Centers and Corridors* describes a subarea planning process as the process designated to amend zoning surrounding an area designated on the Land Use Plan Map as a center; and

WHEREAS, the proposed action is aligned with the housing goal in the City's Comprehensive Plan, Chapter 6, Housing, *Goal 1.1 Housing Choice and Diversity* that outlines policies to provide opportunities for a variety of housing types that are safe and affordable for all income levels to meet the diverse housing needs of current and future residents; and

WHEREAS, the proposed action is aligned with *Housing Policy H 1.11 Access to Transportation* which calls for housing that provides easy access to public transit and other efficient modes of transportation, and *Policy H 2.4 Linking Housing with Other Uses* that outlines that plans should provide increased physical connection between housing, employment, transportation, recreation, daily-needs services, and educational uses; and

WHEREAS, in 2021, the Mayor issued a proclamation for a housing emergency to quickly expand and increase the housing supply; and

WHEREAS, expanding housing options and diversity is also a key focus in the 2021-2022 City Council/Plan Commission joint work plan; and

WHEREAS, the City's Housing Action Plan adopted in 2021 provides guidance to continue to plan for housing within new and existing Centers and Corridors including transitioning density and intensity to lower density areas; to encourage missing middle housing adjacent to Centers and Corridors; and to encourage and communicate the ability for developers to build to allowed density in Centers and Corridors; and

WHEREAS, the proposed action builds on efforts through the City's Transit-Oriented Development (TOD) Framework Study developed by a consultant that includes general strategies for transit-oriented development along The City Line; and

WHEREAS, the Spokane Transit Authority, the University District Public Development Authority, and Gonzaga University provided letters of support for the grant application and proposed project; and

WHEREAS, the proposed action will provide an approach to further engage property owners, residents, and businesses in the study area on TOD improvements; and

WHEREAS, a Map of the study area is attached as Exhibit A; and

WHEREAS, an initial Public Participation Plan is attached as Exhibit B; and

WHEREAS, as prescribe in SMC 04.12.010, this Resolution does not represent a recommendation of the City Council or Plan Commission regarding a legislative action to adopt changes to the Spokane Municipal Code or the text or maps of the Comprehensive Plan;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL that staff are directed to engage in subarea planning in the South Logan area/University District under the TODI Grant.

ADOPTED by the City Council this ____day of _____, 2022.

Exhibit A. Study Area Map

City of Spokane

South Logan Transit-Oriented Development (TOD) Subarea Plan



Exhibit B. Public Participation Plan

City of Spokane

South Logan Transit-Oriented Development (TOD) Subarea Plan

Through Resolution, the City Council is directing Planning staff to conduct a subarea planning process and planned action environmental impact statement (EIS) in the South Logan area of the Logan Neighborhood to facilitate transit-oriented development that leverages investments in The City Line with higher density housing.

The City will hire a consultant to facilitate the subarea planning process, environmental review, and community engagement. This initial public participation plan describes an overview of steps the City will take to facilitate public engagement and input throughout the process. The consultant will develop a more detailed community engagement plan as part of their deliverables. This plan is a working document and will be adjusted as needed to provide for the greatest and broadest public participation.

1. Public Participation Goals

The overall goal of the public participation plan is to make the planning process accessible, inclusive, and engaging to all members of the public. Spokane Municipal Code Section 17G.020.080 Public Participation Program provides these goals for public participation:

- Broad dissemination of proposals and alternatives;
- Opportunity for written comments;
- Public meetings after effective notice;
- Provision for open discussion;
- Communication programs;
- Information services; and
- Consideration of and response to public comments

In conjunction with the subarea plan, a planned action EIS will also be prepared. This will include public involvement efforts aligned with the SEPA process.

2. Public Participation Opportunities

The City of Spokane is committed to providing multiple opportunities for public participation throughout the process. The City in coordination with the consultant will use a variety of communication tools to inform, consult, involve, and collaborate with the community and encourage engagement throughout the process.

2.1 Website

The City of Spokane will create a project webpage for the South Logan TOD Subarea Plan where people can access status updates, project materials, planning documents, official notices, minutes and other project information. The webpage will be the primary repository of all information related to the

subarea planning process. The page will include who to contact for more information and an email link for questions and comments.

2.2 Mailed Notice

A mailed notice to property owners, taxpayers, and residents within 400-feet of the project area will be notified by US Postal Service mailing. This will provide information about the proposal, a map, the SEPA status, a contact person at the city, a project website address for obtaining more information.

2.3 Email Communication

An email list of interested parties will be created, advertised and maintained by the City of Spokane. The list will be used to notify interested parties regarding Periodic Review progress and participation opportunities. Interested parties will be added to the list by contacting the Planning Department.

2.4 Focus Groups and Interviews

The City and consultant will hold focus groups and/or interviews with stakeholders on key themes as necessary to explore specific topics in-depth and identify gaps and opportunities.

2.5 Community Workshops and Open Houses

The City and consultant will hold a series of community workshops, open houses, and neighborhood meetings at key times throughout the process that may be offered either in person or virtually to allow interested persons the opportunity to discuss the proposal.

2.6 Plan Commission and City Council

The Plan Commission will be the primary forum for review and recommendations to the City Council. Interested parties are encouraged to attend and provide comments during the Plan Commission deliberations and public hearings. Official notices will be published as established in the City of Spokane policy. The public will also have an opportunity attend a public hearing with the City Council prior to the City considering adoption of this proposal.

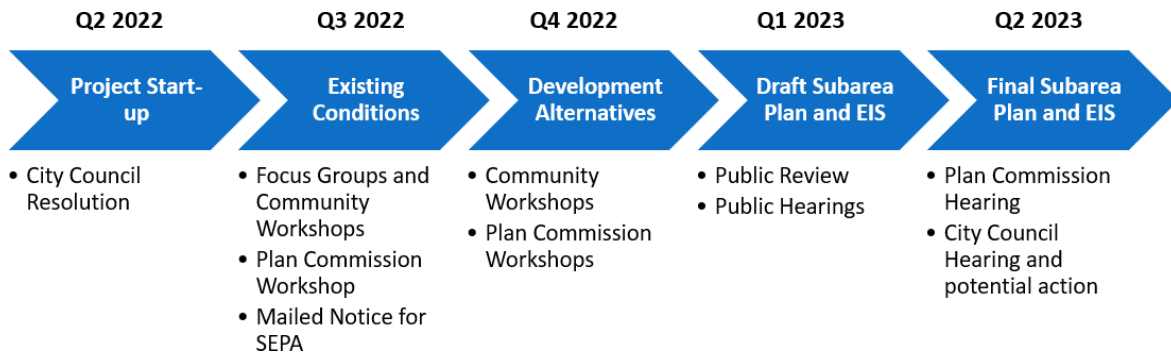
2.7 Public Review and Comment

Interested parties will be encouraged to provide comments to the City of Spokane by letter or email. All comments will be provided to the Plan Commission and City Council following the public hearing process.

3. Public Participation Timeline

The following is a general timeline including anticipated public participation opportunities. A detailed timeline will be developed by the consultant and posted and kept updated on the project webpage.

Figure 1. South Logan TOD Subarea Plan Initial Public Outreach Timeline



4. Public Comment Periods and Hearings

The Plan Commission will conduct a public comment period and at least one public hearing to solicit input on the Periodic Review. Mailed notice will provide the date and time of the Plan Commission Public Hearing. Public notice of all hearings will state who is holding the comment period and/or hearing, the date and time, and the location of any public hearing. Notices will be published per official policy and comply with all other legal requirements such as the Americans with Disabilities Act. The City Council will hold one public hearing for the purpose of considering this item.

5. Identifying Stakeholders

The City and consultant will work to ensure broad engagement of community members, neighborhood institutions, and organizational stakeholders, including:

- Current residents, workers, and neighborhood, with emphasis on residents within ¼ mile radius
- Adjacent neighborhoods and broader Spokane community
- Community organizations and advocates
- Housing providers
- Transit and agency partners
- Property owners and developers
- Business and community investors
- Higher education institutions
- Tribes and tribal communities

Contact

Maren Murphy, AICP, Assistant Planner, City of Spokane
 808 W. Spokane Falls Blvd., Spokane, WA 99201
mmurphy@spokanecity.org
 (509) 625-6737

RECEIVED

APR 06 2022

TRANSMITTAL OF FIRST READING ORDINANCE CITY CLERK'S OFFICE

DATE: January 19, 2021

TO: Erik Johnson
Engineering Services

Clerk's File No.
ORD C36001

FROM: Terri Pfister, City Clerk

RE: Vacation of **the alley bounded by Riverside, Sprague, Madelia, and Helena.**

Attached is a copy of Ordinance C36001 for the vacation of:

the alley bounded by Riverside, Sprague, Madelia, and Helena, as requested by Kalastar Holdings, Inc.

This ordinance was read for the first time on January 4, 2021, and will be read for the final time when the necessary conditions have been met and this transmittal, signed and dated by the Engineering Services Director, is returned to the City Clerk's Office.



City Clerk

1/19/2021

Date

Precedent conditions have been met and Ordinance C36001 is hereby returned for Final Reading.



Principal Engineer – Developer Services

Dated: 4/6/22



OFFICE OF THE CITY CLERK
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3342
509.625.6350

January 4, 2021

City Clerk File No.:
ORD C36001

COUNCIL ACTION MEMORANDUM

RE: HEARING ON VACATION OF THE ALLEY BORDERED BY RIVERSIDE AVENUE, SPRAGUE AVENUE, HELENA STREET, AND MADELIA STREET, AS REQUESTED BY KALASTAR HOLDINGS, INC.

During its 6:00 p.m. Legislative Session held virtually Monday, January 4, 2021, the Spokane City Council held a hearing on the above-described vacation. Subsequent to a presentation by Eldon Brown of Developer Services and the opportunity for public testimony, with no individuals speaking, the following action was taken:

Upon Unanimous Roll Call Vote, the City Council **approved, subject to conditions** (in the Street Vacation Report dated November 12, 2020,), the vacation of the alley bordered by Riverside Avenue, Sprague Avenue, Helena Street, and Madelia Street.

In conjunction with the hearing, Ordinance C36001—vacating the alley bordered by Riverside Avenue, Sprague Avenue, Helena Street, and Madelia Street—was read for the first time, with further action deferred.

Terri L. Pfister, MMC
Spokane City Clerk

**Agenda Sheet for City Council Meeting of:**

01/04/2021

Date Rec'd

12/21/2020

Clerk's File #

ORD C36001

Renews #**Submitting Dept**

DEVELOPER SERVICES CENTER

Cross Ref #**Contact Name/Phone**

ELDON BROWN 625-6305

Project #**Contact E-Mail**

EBROWN@SPOKANECITY.ORG

Bid #**Agenda Item Type**

First Reading Ordinance

Requisition #**Agenda Item Name**

4700 – STREET VACATION ALLEY BOUND BY RIVERSIDE, SPRAGUE, MADELIA & HELENA

Agenda Wording

Vacation of the alley bounded by Riverside, Sprague, Madelia, and Helena, as requested by Kalastar Holdings, Inc

Summary (Background)

At its legislative session held on November 30, 2020 the City Council set a hearing on the above vacation for January 4, 2021. Staff has solicited responses from all concerned parties.

Lease? NO

Grant related? NO

Public Works? NO

Fiscal Impact**Budget Account**

Revenue \$ \$29,532.18

4700-41300-99999-32291-99999

Select \$

#

Select \$

#

Select \$

#

Approvals**Council Notifications****Dept Head**

BECKER, KRIS

Study Session\Other

Urban Experience Committee – 11/9/2020

Division Director

BECKER, KRIS

Council Sponsor

CP Breean Beggs

Finance

ORLOB, KIMBERLY

Distribution List**Legal**

RICHMAN, JAMES

edjohnson@spokanecity.org

For the Mayor

ORMSBY, MICHAEL

ebrown@spokanecity.org

Additional Approvals

kbecker@spokanecity.org

Purchasing

mvanderkamp@spokanecity.org

City of Spokane
Planning & Development Services
808 West Spokane Falls Blvd.
Spokane, WA 99201-3343
(509) 625-6700

ORDINANCE NO. C36001

An ordinance vacating the alley bordered by Riverside Avenue, Sprague, Avenue, Helena Street, and Madelia Street,

WHEREAS, a petition for the vacation of the alley bordered by Riverside Avenue, Sprague, Avenue, Helena Street, and Madelia Street being more particularly described below, has been filed with the City Clerk representing 100% of the abutting property owners, and a hearing has been held on this petition before the City Council as provided by RCW 35.79; and

WHEREAS, the City Council has found that the public use, benefit and welfare will best be served by the vacation of said public way; -- NOW, THEREFORE,

The City of Spokane does ordain:

Section 1. That the alley bordered by Riverside Avenue, Sprague, Avenue, Helena Street, and Madelia Street being more particularly describe below is hereby vacated. Parcel number not assigned.

All that alley within Block 41, Amended Map of School Section 16, as recorded in Book D of Plats, Page 100, City of Spokane, Spokane County, Washington, described as follows:

That Alley between Riverside Avenue and Sprague Avenue from Madelia Street to 222 feet West of Madelia Street;

TOGETHER WITH portions of Lots 2, 10 and 11 of said Block 14, described as follows:

The east 16 feet of the North 85 feet, and the East 22 feet of the South 35 Feet of Lot 2, together with the West 35 feet of the North 6 feet of Lot 10, together with the East 22 feet of the North 6 feet of Lot 11, as described in Resolution 8807130164, Spokane County, Washington.

Section 2. An easement is reserved and retained over and through the entire vacated area EXCEPT that portion of the vacation area that is north of the south line of Lot 3, Block 41 of the above mentioned plat for the utility services of Avista Utilities, Zayo

Communications, and Comcast to protect existing and future utilities.

Passed the City Council _____

Council President

Attest: _____
City Clerk

Approved as to Form:

Assistant City Attorney

Mayor

Date: _____

Effective Date: _____

P2005834VACA

N Helena St

E Riverside Ave

N Madelia St

N Madelia-Pittsburg Aly

E Riverside-Sprague Aly

E Sprague Ave

E 1st-Sprague Aly

S Helena St


E 1st-Sprague Aly

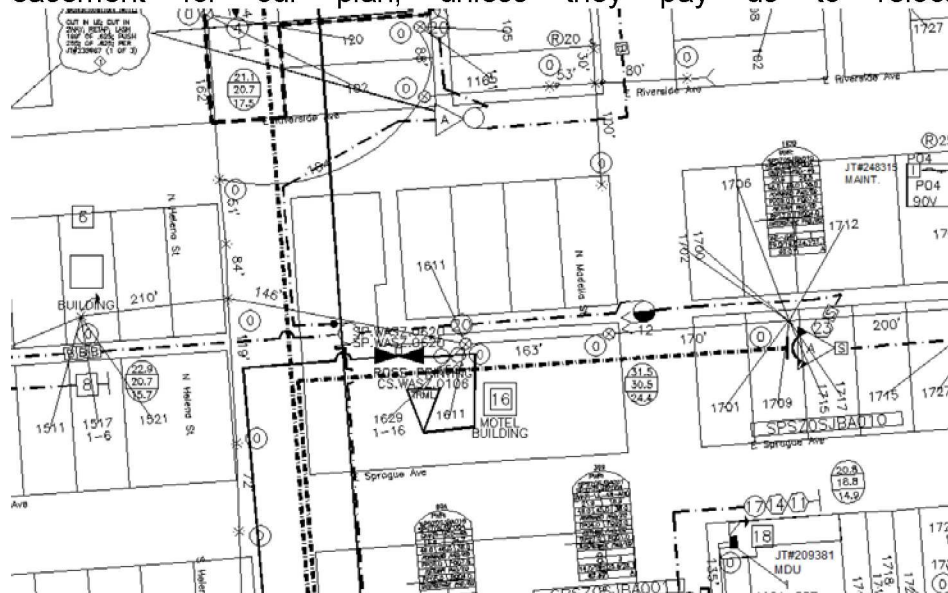
S Madelia St



Right-of-way Description:
The alley bordered by Riverside, Sprague, Helena,
and Madelia

Legend

 Proposed Vacation



INLAND POWER & LIGHT – Inland Power does not have facilities within the proposed vacation area.

VERIZON – Verizon/Xo Communications do not have facilities in the area.

CENTURYLINK – Lumen/CenturyLink has no objections to the vacation of this alley.

ASSET MANAGEMENT - CAPITAL PROGRAMS – No comments

FIRE DEPARTMENT - No comments

NEIGHBORHOOD SERVICES – No comments

ZAYO COMMUNICATIONS – Zayo has an anchor and Down Guy (Support Wire) from the Avista Power pole on the West side of Madelia into the alley way. It would not be conducive to remove that and therefore request that the utilities be allowed to remain.

PARKS DEPARTMENT - No comments

PLANNING & DEVELOPMENT – TRAFFIC DESIGN – No comments

PLANNING & DEVELOPMENT – PLANNING – Access to parking shall be maintained if still in use.

POLICE DEPARTMENT - No comments

SOLID WASTE MANAGEMENT – Solid Waste has no concerns with this proposal

STREET DEPARTMENT - We would like to note that there seems to be overhead power and gas that appear to run down the alley (east-west direction) and that an easement would need to be granted to Avista or the utilities need to be rerouted.

WASTEWATER MANAGEMENT - Wastewater Management has no assets in the area that is to be vacated. However, there is some concern that drainage from the vacation area is running into the swales east and west of the north end of the area to be vacated. Therefore, I want to stress that while we have no objections to the vacation on site runoff must be treated and maintained on site.

WATER DEPARTMENT - No comments

BICYCLE ADVISORY BOARD - No comments

RECOMMENDATION: That the petition be granted and a vacating ordinance be prepared subject to the following conditions:

1. An easement as requested by Comcast, Avista Utilities, and Zayo Communications shall be retained to protect existing and future utilities across the east-west portion of the vacation area.
2. Adequate emergency vehicle access shall be maintained to existing and future buildings.
3. Plans for the alley closure must be submitted to and accepted for construction by Developer Services and the work must either be completed or bonded for prior to final reading. Closure work to include the removal of the alley curb returns the installation of full height curb and sidewalk across the alley entrances. Alternatively driveway approaches can be installed across the entrances if access is still desired.
4. The proponent shall pay to the City of Spokane the assessed valuation for the vacated land as defined by the latest information from the County Assessor's Office. The cost is calculated to be \$29,532.18 and is to be deposited to Budget Account #3200 49199 99999 39510.
5. That the final reading of the vacation be held in abeyance until all of the above conditions are met and that the above conditions are met by **December 1, 2022.**

Eldon Brown, P.E.
Principal Engineer – Planning & Development

EDJ

A handwritten signature in black ink, appearing to read "Eldon W. Brown". The signature is fluid and cursive, with the first name "Eldon" being more prominent and the last name "Brown" following in a similar style.