



**DocuSIGN SIGNATURE ROUTING FORM**

FOR INTERNAL USE ONLY: Complete and route with documents submitted for approval via DocuSign to the City Manager, Purchasing Manager or City Attorney. Vendors/third parties may disregard.

**Staff Contact:** Purchasing Department

**Phone:** 509-942-7710

**Department:** City Manager

**Date Needed:** 09/06/2024

**Council Approval:** 9/3/24 and **RES/ORD No:** 2024-120 ; or **Standing Authority Res No. 157-15**

If the document being executed is an amendment to an existing Richland contract, please provide the assigned contract number: \_\_\_\_\_

Why Sign?

This is a consultant agreement for Citywide Strategic Communications and Engagement Plan with Tripepi Smith and Associates, Inc. for a NTE \$90,295.00. Consistent with RMC 3.04.060(A)(2), this agreement was approved by Council on September 3, 2024 by Resolution 2024-120 which authorizes the City Manager to sign. Thank you.

\*\*\*\*\*

City Attorney's Office:

- Authority verified
- Certificate of Insurance (COI) included/pending execution; or \_\_\_ N/A
- All exhibits/attachments included; or \_\_\_ N/A
- DocuSign eligible per Policy No. 0950 for Electronic Signatures
- Attached applicable resolution/ordinance



## AGREEMENT BETWEEN CITY AND CONSULTANT

### Citywide Strategic Communications and Engagement Plan

This Agreement is entered into this 6th day of September, 2024 (“Effective Date”) by and between the **City of Richland** (“**City**”), a Washington municipal corporation located at 625 Swift Blvd. Richland, WA 99352, and **Tripepi Smith and Associates, Inc.** (“**Consultant**”), a foreign for-profit corporation with service at PO Box 52152, Irvine, CA 92619. **City** and **Consultant** are referred to individually herein as a “Party” and collectively herein as the “Parties.”

### WITNESSETH:

#### 1. SCOPE OF WORK

- a. Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work outlined in Exhibit A. In performing these services, Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City.
- b. This Agreement consists of this Agreement and other documents listed below. These form the entire Agreement between the Parties, and are fully integrated into this Agreement as if stated or repeated herein. In the event of a conflict between documents, the order of precedence will be the order listed below. An enumeration of the Agreement documents is set forth below (mark all that apply):
  1.  City of Richland Agreement No. 364-24
  2.  Exhibit A: Scope of Work
  3.  City Richland Solicitation No. RFP 24-0068
  4.  Exhibit B: Solicitation No. RFP 24-0068 proposal response submitted by Consultant dated June 18, 2024.
  5.  Additional Documents – N/A.

#### 2. TIME FOR COMPLETION

Consultant shall not begin any work under the terms of this Agreement until authorized in writing by the City. Consultant agrees to use best efforts to complete all work described under this Agreement by December 31, 2025.

#### 3. TERM

The term of this Agreement shall commence on the Effective Date identified above and end at midnight on December 31, 2025.

#### 4. PAYMENT

- a. Services rendered by Consultant under this Agreement will be paid at the rate set forth in Exhibit A Scope of Work, but in no event shall the total compensation for services rendered under this Agreement exceed **Ninety thousand two hundred ninety-five dollars and zero cents (Phase 1-\$65,470; Phase 2-\$20,205; (1) Virtual Community Workshop-\$4,620) (\$90,295.00)**, including all fees and those reimbursable expenses listed in Exhibit A.
- b. City shall pay Consultant for services rendered after receipt of a detailed invoice. Invoices not in dispute by the City will be paid net thirty (30) days and shall reference the contract number and/or purchase order applicable to the work. The invoice shall provide sufficient detail on the work being billed and include detailed receipts for any invoices.
- c. Partial payments to cover the percentage of work completed may be requested by Consultant. These payments shall not be more than one (1) per month.
- d. Pre-approved travel, meals and lodging will be reimbursed at cost and only when consultant travels at least 150 miles per one way trip. Reimbursable expenses are limited to the following: coach airfare, ground transportation (taxi, shuttle, car rental), hotel accommodations as provided below, personal or company vehicle use at the then-current federal mileage rate, and meals at the current federal per-diem meal allowance or up to the current federal per-diem with detailed receipts, no alcohol, and a 20% maximum gratuity.
  - i. Hotel accommodations: eligible lodging expenses include the room cost only; itemized receipts must be provided for hotel reimbursements.
  - ii. Hotel reimbursement is limited to the single room rate. If two or more consultants are sharing a room, reimbursement is allowable for only one consultant at the double room rate.
  - iii. The maximum reimbursement should be limited to the best discount rate available and allowable that meets traveler's business needs and basic needs for health, safety and cleanliness. Non-smoking rooms are authorized even if they are more expensive.
- e. Reimbursement for extra services/reimbursable expenses are not authorized under this Agreement unless detailed in the Scope of Work or agreed upon in writing as a modification to this Agreement.
- f. Consultant will allow access to the City, State of Washington, Federal Grantor Agency, Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Unless otherwise provided, said records must be retained for three (3) years from the date of receipt of final payment. If any litigation, claim, or audit arising out of, in connection with, or relating to this Agreement is initiated before the expiration of the three-year period, the records shall be retained until such litigation, claim, or audit involving the records is completed.

#### 5. INDEPENDENT CONTRACTOR

Consultant, and any and all employees of Consultant or other persons engaged in the performance of any work or services required of Consultant under this Agreement, are independent contractors and shall not be considered employees of the City. Any and all claims that arise at any time under any Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of Consultant's employees or other persons engaged in any of the work or services required to be provided herein, shall be the sole obligation and responsibility of Consultant.

## **6. OWNERSHIP OF DOCUMENTS**

Any and all data, analyses, documents, photographs, plans, designs, drawings, specifications, surveys, films, documents, reports and other work products created, prepared, produced, constructed, assembled, made, performed, or otherwise produced by Consultant or Consultant's subcontractors for delivery to the City pursuant to this Agreement shall become the sole and absolute property of the City upon completion of the services and payment in full of all payment due to Consultant of the fees set forth in this Agreement. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by Consultant and is not "work made for hire" within the terms of this Agreement. Consultant will ensure that all independent contractors have written agreements in place that transfers ownership of all Intellectual Property created by them or provided by them to the City.

The City may make or permit to be made any modifications to the plans and specifications without the prior written authorization of Consultant. The City agrees to waive any claim against Consultant arising from any unauthorized reuse of the plans and specifications, and to indemnify and hold Consultant harmless from any claim, liability or cost arising or allegedly arising out of any reuse of the plans and specifications by the City or its agent not authorized by Consultant.

## **7. TERMINATION**

- a. This Agreement may be terminated by either Party upon thirty (30) days' written notice. In the event this Agreement is terminated by Consultant, the City shall be entitled to reimbursement of costs occasioned by such termination. In the event the City terminates this Agreement, the City shall pay Consultant for the work performed, which shall be an amount equal to the percentage of completion of the work as mutually agreed between the City and Consultant.
- b. If any work covered by this Agreement shall be suspended or abandoned by the City before Consultant has completed the assigned work, Consultant shall be paid an amount equal to the costs incurred up to the date of termination or suspension as mutually agreed upon between the City and Consultant.

## **8. AVAILABILITY OF RECORDS FOR PUBLIC INSPECTION**

- a. As a public contract, all records prepared, generated or used by Consultant or its agents, employees and subcontractors relating to this Agreement and associated work (hereinafter "public records") may be subject to disclosure under the Washington State Public Record Act, Chapter 42.56 RCW.

- b. Contractor shall maintain and retain all such public records in a manner that is readily accessible for a minimum term of no less than three (3) years following completion of the contract work. City shall have the right to timely review all such public records upon request. Contractor shall provide copies of any public records requested by City within thirty (30) calendar days of City's request. If City requests that copies of public records be provided to City in an electronic format, said records shall be provided at no cost to City. If paper copies are requested by City, City shall pay \$.10 per page. Payment for paper copies shall be rendered to Consultant within twenty (20) calendar days of receipt.
- c. All records subject to a public disclosure request will be provided to a requester unless exempted from disclosure by law. The City's decision to exempt or redact any public record shall be based only upon valid exemptions that apply to the City. City will not refrain from disclosing any record under an exemption that may be personal to Consultant. In the event Consultant objects to release of any public record under this Agreement, Consultant may seek judicial approval to prevent such disclosure at Consultant's sole expense. City shall neither aid nor interfere with Consultant's request for an injunction to prevent disclosure of any public record under this Agreement.
- d. Consultant shall insert this provision in all contracts with subcontractors or agents providing services relating to this Agreement.

**9. DISPUTE RESOLUTION**

- a. The City and Consultant agree to negotiate in good faith for a period of thirty (30) days from the date of notice of all disputes between them prior to exercising their rights under this Agreement, or under law.
- b. All disputes between the City and Consultant not resolved by negotiation between the Parties may be arbitrated only by mutual agreement of the City and Consultant. If not mutually agreed to resolve the claim by arbitration, the claim will resolve by legal action.

**10. DEBARMENT CERTIFICATION**

Consultant certifies that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, Consultant agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs" which can be found at: [www.sam.gov](http://www.sam.gov) and <https://secure.lni.wa.gov/verify/>

**11. VENUE, APPLICABLE LAW AND PERSONAL JURISDICTION**

In the event that either Party deems it necessary to initiate a legal action to enforce any right or obligation under this Agreement, the Parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Benton County. The Parties agree that all questions shall be resolved by application of Washington law, and that the Parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Benton County.

**12. ATTORNEY'S FEES**

The Parties agree that should legal action be necessary to enforce any of the provisions of this Agreement, that the substantially prevailing Party will be awarded its reasonable attorney's fees and costs in action, including costs and attorney's fees on appeal if appeal is taken.

### 13. **INSURANCE**

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

- a. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- b. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:
  1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
  2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
  3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  4. Professional Liability, Errors or Omissions insurance appropriate to the Consultant's profession. Coverage shall be provided if Consultant is providing services under this Agreement as a licensed professional, including, but not limited to, engineers, architects, accountants, surveyors, and attorneys.
- c. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:
  1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
  2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
  3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- d. Other Insurance Provisions. Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be

primary insurance with respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Consultant's insurance and shall not contribute with it.

- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of Consultant before commencement of the work.
- g. Notice of Cancellation. Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of Consultant's receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.
- i. Public Entity Full Availability of Consultant Limits. If Consultant maintains higher insurance limits than the minimum shown above, the City shall be insured for the full available limits of the Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

#### **14. INDEMNIFICATION / HOLD HARMLESS**

- a. Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the willful or negligent acts, or alleged willful or alleged negligent acts, errors or omissions of the Consultant or the Consultant's employees or agents in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**15. STANDARD OF CARE**

The professional services will be furnished in accordance with the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and in the same locality.

**16. SUCCESSORS OR ASSIGNS**

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the Parties hereto, and their respective successors and assigns; provided, however, that no assignment of the Agreement shall be made without written consent of the non-assigning Party, which may be given in the non-assigning Party's sole discretion.

**17. NOTICES**

Any notices required under this Agreement will be in writing, addressed to the appropriate Party at the address which appears below (as modified in writing from time to time by such party), and given by electronic submission, by facsimile personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. All notices shall be effective upon the date sent.

Purchasing Manager	Contact Name:	Ryder Todd Smith
City of Richland	Name of Firm:	Tripepi Smith and Associates, Inc.
625 Swift Blvd., MS-11	Address:	PO Box 52152
Richland, WA 99352	Address:	Irvine, CA 92619
Email: <a href="mailto:purchasing@ci.richland.wa.us">purchasing@ci.richland.wa.us</a>	Email:	ryder@tripepismith.com
Phone: (509) 942-7710	Phone Number:	(626) 536-2173

**18. EQUAL OPPORTUNITY AGREEMENT**

Consultant agrees that Consultant will not discriminate against any employee or job applicants for work under this Agreement for reasons of race, sex, nationality, religious creed, or sexual orientation.

**19. SEVERABILITY**

If any provision of this Agreement conflicts with applicable law, or its application is found to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected, and to this end, the terms of this Agreement are declared to be severable.

**20. AMENDMENTS**

All amendments must be in writing and be approved and signed by both Parties.

**21. CHANGE IN LAW**

The Parties hereto agree that in the event legislation is enacted or regulations are promulgated, or a decision of court is rendered, or any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation is published that affects or may affect the legality of this Agreement or any part thereof or that materially and adversely affects the ability of either Party to perform its obligations or receive the benefits intended hereunder ("Adverse Change in Law"), then within fourteen (14) calendar days following written notice by either Party to the other Party of such adverse change in law, the Parties shall meet to negotiate in good faith an amendment which will carry out the original intention of the Parties to the extent possible. If, despite good faith attempts, the Parties cannot reach agreement upon an amendment within sixty (60) calendar days after commencing negotiation, then this Agreement may be terminated by either Party as of the

earlier of: (i) the effective date of the adverse change in law, or (ii) the expiration of a period of sixty (60) days following written notice of termination provided by one Party to the other.

**22. CONFIDENTIALITY**

In the course of performing under this Agreement, Consultant, including its employees, agents or representatives, may receive, be exposed to, or acquire confidential information. Confidential information may include, but is not limited to, patient information, contract terms, sensitive employee information, or proprietary data in any form, whether written, oral, or contained in any computer database or computer readable form. Consultant shall: i) not disclose or sell confidential information except as permitted by this Agreement; (ii) only permit use of such confidential information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of its employees, agents, and representatives of their obligations to keep such information confidential.

**23. CHANGES OF WORK**

- a. When required to do so, and without any additional compensation, Consultant shall make such changes and revisions in the completed work of this Agreement as necessary to correct or revise any errors, omissions, or other deficiencies in the design, drawings, specifications, reports, and other similar documents which Consultant is responsible for preparing or furnishing under this Agreement.
- b. Should the City find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, Consultant shall make such revisions as directed by the City. This work shall be considered as Extra Work and will be paid for as herein provided under Section 24, Extra Work.

**24. EXTRA WORK**

The City may desire to have Consultant perform work or render additional services within the general scope of this Agreement. Such work shall be considered as extra work and will be specified in a written supplement to this Agreement which will set forth the nature of the scope, schedule for additional work, additional fees and the method of payment. Work under a supplemental Agreement shall not proceed until authorized in writing by the City.

**25. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the Parties hereto and supersedes all previous understandings and agreements, written and oral, with respect to this transaction. Neither Party shall be liable to the other for any representations made by any person regarding the terms of this Agreement, except to the extent that the same are expressed in this Agreement.

**26. AUTHORITY TO EXECUTE**

Each person executing this Agreement on behalf of another person, corporation, partnership, company, or other organization or entity represents and warrants that he or she is fully authorized to so execute and deliver this Agreement on behalf of the entity or party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Agreement and to undertake the actions contemplated herein, and that this Agreement is enforceable in accordance with its terms.

**27. COUNTERPART ORIGINALS**

Execution of this Agreement and any amendment or other document related to this Agreement may be by electronic signature and in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one whole agreement.

*(Signature page to follow)*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY OF RICHLAND



\_\_\_\_\_  
Jon Amundson, ICMA-CM  
City Manager

Attest:



\_\_\_\_\_  
Jennifer Rogers, City Clerk

Approved as to form:



\_\_\_\_\_  
Heather Kintzley, City Attorney

CONSULTANT



\_\_\_\_\_  
Signature

Ryder Todd Smith

\_\_\_\_\_  
Printed Name

President

\_\_\_\_\_  
Title

**EXHIBIT A: Detailed Scope of Work**

**Exhibit A to follow**

**PROPOSAL:  
CITYWIDE STRATEGIC COMMUNICATIONS  
AND ENGAGEMENT PLAN (RFP NO. 24-0068)**

PROPOSAL CREATED FOR: **CITY OF RICHLAND**

June 18, 2024

**Submission by: Tripepi Smith**  
Ryder Todd Smith, Co-Founder & President

SUBMISSION VALID FOR 90 DAYS FROM SUBMISSION

SINGLE SOURCE COMMUNICATIONS





# TABLE OF CONTENTS

A. PREFACE.....	3
B. EXECUTIVE SUMMARY .....	5
C. PROJECT APPROACH AND SCHEDULE .....	9
D. RELATED PROJECT EXPERIENCE/REFERENCES .....	19
AGREEMENT FOR PROFESSIONAL SERVICES.....	22



“The City of Burlingame understands the importance of effective communication with our community. The talented team at Triepi Smith has provided valuable recommendations that will help improve our communications efforts. We look forward to continuing our work with the firm.”

---


**Lisa Goldman**  
City Manager, City of Burlingame





# TRIEPEI SMITH

## PREFACE

	<b>City of Richland</b>	<b>Solicitation Number: RFP 24-0068</b>
	<b>Attachment A RFP Signature Form and Addendum Acknowledgement</b>	

### Citywide Strategic Communications and Engagement Plan

**ALL PROPOSERS COMPLETE THIS PAGE AND INCLUDE WITH SUBMITTAL:**

1. By submitting a response, the Proposer certifies that the Proposer has fully read and understands this RFP document and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
2. The Proposer certifies that they have read and understands all terms and conditions of this solicitation.
3. By signing this document, the Proposer certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the City determines that collusion has occurred among the Proposers, none of the submittals from the participants of such collusion will be considered. The City's determination will be final.
4. The Proposer acknowledges that the person who signs below is fully authorized to sign on behalf of the firm listed and to fully bind the firm to all conditions and provisions thereof.
5. The Proposer acknowledges receipt of the following addenda: One through Two.

Respectfully submitted this 18th day of June, 2024.

Name of Firm: Tripepi Smith and Associates, Inc.

Address: PO Box 52152 Irvine, CA 92619

Signature: 

Name (Print): Ryder Todd Smith

Title: Co-Founder & President

Email: ryder@tripepismith.com Phone: 626-536-2173



## TRIPEPI SMITH

### B. EXECUTIVE SUMMARY

Thank you for this opportunity to be your partner on this crucial point in the evolution of your strategic communications. This statement identifies Tripepi Smith's qualifications to effectively evaluate the City of Richland's current communication practices and develop a comprehensive communications plan that identifies the tools, mechanisms and procedures that the City can use to effectively engage residents and businesses in a two-day dialogue about community and civic affairs.

Tripepi Smith has a deep understanding of the unique dynamics of local communities: over 200 local government agencies have chosen us to support their communications needs. The President/CEO, CFO, multiple Principals and Directors oversee the day-to-day operations of a team of analysts, graphic designers, photographers and videographers. All Tripepi Smith employees report directly to the President. Occasionally, we engage subcontractors for surveying, print, mailing and voiceover services. However, we do not foresee the need for those services to fulfill the City of Richland's desired scope.

Our firm has conducted numerous communication assessments for public agencies, including the City of Renton, City of Snoqualmie, City of Burlingame, Town of Windsor, City of American Canyon, City of Orinda, City of Culver City, City of Duarte, City of Downey, City of Paramount, City of Santa Ana, Costa Mesa Sanitary District and others. Moreover, these agencies continued collaborating with Tripepi Smith long after initial assessment efforts, leveraging our team to help implement recommendations and best practices, evaluating and optimizing efforts along the way.

Engaging constituents and telling your agency's story is not a simple matter. It takes work, consistency, innovation and creativity to make an impact. We are confident that our dedication and proven track record make us the right partner for Richland. Thank you for considering us in this endeavor. We eagerly anticipate the chance to discuss our proposal in more detail.

#### Authorization

I affirm that I have the legal authorization to bind Tripepi Smith into agreements with the City of Richland and to make the statements below on behalf of the firm. This proposal is valid for 90 days from the date of submission.

Respectfully,

Ryder Todd Smith  
CEO & President, Tripepi Smith  
(626) 536-2173 • [Ryder@TripepiSmith.com](mailto:Ryder@TripepiSmith.com)



## About Tripepi Smith

Tripepi Smith excels at public affairs. We work in a complex environment where successful communications go hand-in-hand with marketing and technical expertise. As a full-service public affairs and creative services firm, Tripepi Smith delivers strategy, outreach and design tailored for local government, public agencies, nonprofits and private companies — each strongly represented in our client list.

At Tripepi Smith, experienced Directors and Analysts drive strategy and implement messaging. Full-time creative professionals generate compelling branding, websites, design, social media, photography and video. The collaboration between Creative Services and Analysts keeps communications engaging and on-message, and a diversity of skillsets and expertise allows Tripepi Smith to offer clients exactly the level of service they need.

**Grounded in civic affairs:** Co-founder and CFO Nicole Smith is a 2<sup>nd</sup>-generation civic affairs professional (her father was a city manager for 30 years). Meanwhile, co-founder and president of Tripepi Smith, Ryder Todd Smith, brings over a decade of public agency marketing and communications experience to the table.

### Legal Structure and Financial Matters

Tripepi Smith is a California S Corporation. Ownership is equally split between Co-Founders Nicole D. Smith and Ryder Todd Smith.

Tripepi Smith has been incorporated since 2002 (over 20 years in business) and has generated a profit every year it has been in operation. We have never had a legal claim filed against us and have never failed to fulfill a contract commitment.

## Implementing Strategy and Engaging Audiences

Tripepi Smith recognizes the important interplay of public affairs and design. It's about presenting ideas that advance communities and public institutions. An important corollary to this is providing the creative services that can build materials to engage audiences and make ideas resonate. Tripepi Smith's multi-faceted design team enables us to reach these goals and lead effective creative strategy.

### Strategic

Tripepi Smith is a provider of technology, communication and public affairs services. We leverage our skills and experiences in each of these areas to deliver efficient, technologically driven communication solutions that reflect our deep understanding of local government. Our team has a strong record of working with public agencies, joint powers authorities and not-for-profit organizations throughout California to better engage and connect with their stakeholders and community.

**"...solutions that reflect our deep understanding of local government."**

### Creative

Tripepi Smith's creative professionals have worked with public and private clients on imagery, colors and graphic design in an array of projects. Our firm offers creative services that address not only traditional media such as print, websites, logo design and advertising but also non-traditional marketing services around email



# TRIPEPI SMITH

campaigns, social media, blogging, SEO, video production and more. This integrated approach to content development makes the process more efficient and more effective for clients.

## Content x Distribution = IMPACT

Tripepi Smith was born in the digital era and brings significant technical skills to the table. Members of our team carry technical certifications in Hootsuite Social Media Marketing, Facebook Blueprint, Google Advertising, Google Analytics and Twitter Flight School, among others. We take digital seriously and recognize how critical it is to not only develop great visuals and messaging, but to ensure the audiences we want to reach actually see that content. Without content distribution, there is no impact.



## Our Services

### Strategy, Marketing, Communications

- Strategic development, research, surveys, messaging
- Social media management
- Web and social media strategy, optimization (SEO), metrics
- Web hosting and support
- Email campaigns
- Relations (media, stakeholders, public, government)
- Support and training for events, presentations and virtual gatherings
- Google AdWords, LinkedIn and Facebook advertising

### Creative Services

- Full-service graphic design for digital, print and outdoor
- Brand and logo development
- Content generation, writing and editorial
- Output services (digital distribution, print management, mail management)
- Photography, illustration and information graphics
- Video and animation
- Web design and implementation



# TRIPEPI SMITH

## Team Tripepi Smith

Ryder Todd Smith Co-founder & President		Nicole Smith Co-founder & CFO	
<b>Creative Services</b>		<b>Katherine Griffiths, APR</b> Principal, Editorial Lead	<b>Jennifer Nentwig, APR</b> Principal
<b>Kevin Bostwick</b> Creative Director	<b>Cameron Grimm</b> Director, Video, Animation	<b>Mike Egan</b> Director	<b>Jennifer Vaughn</b> Principal
<b>Kjerstin Wingert</b> Sr. Designer, Sr. Photographer	<b>Melanie James</b> Sr. Business Analyst, Sr. Web Developer	<b>Saara Lampwalla</b> Sr. Business Analyst	<b>Karen Villaseñor</b> Sr. Business Analyst
<b>Sara Madsen</b> Sr. Business Analyst, Sr. Designer	<b>Nolan Voge</b> Bus. Analyst, Video, Photo	<b>Sydni Overly</b> Sr. Business Analyst	<b>Kaitlyn Wu</b> Sr. Business Analyst
<b>Ethan De La Peña</b> Jr. Analyst, Video	<b>Jenni Wechsler</b> Jr. Analyst, Design	<b>Sienna Boyd</b> Sr. Business Analyst	<b>Devyn Fisher</b> Sr. Business Analyst
<b>Alexis Mendez</b> Jr. Analyst, Design	<b>Daniel Ceruti</b> Jr. Analyst, Video	<b>Kylie Sun</b> Business Analyst	<b>Kaetlyn Hernandez</b> Business Analyst
<b>Josh Hernandez</b> Jr. Analyst, Video	<b>Audrin Baghaie</b> Jr. Analyst, Video	<b>Cailyn Thompson</b> Business Analyst	<b>Melanie Moore</b> Business Analyst
<b>Jenna Haubruge</b> Jr. Analyst	<b>Christina Haverilla</b> Jr. Videographer	<b>Charlie Mounds</b> Business Analyst	<b>Kalee Cummings</b> Business Analyst
<b>Skyler Addison</b> Business Analyst	<b>Alyson Nichols</b> Business Analyst	<b>Peter Johnson</b> Business Analyst	<b>Valerie Nevarez</b> Business Analyst
<b>Jacob Lyle</b> Business Analyst	<b>Amy Gallagher</b> Jr. Business Analyst	<b>Morgan Mock</b> Jr. Business Analyst	<b>Kayla Cao</b> Jr. Business Analyst
<b>Kendall Lowery</b> Jr. Business Analyst	<b>Madeline Wilson</b> Jr. Business Analyst	<b>Mackenna Morrice</b> Jr. Business Analyst	<b>Maximilian Weirach</b> Jr. Website Developer
<b>Devin Antonio</b> Jr. Business Analyst	<b>Mia Valenzuela</b> Jr. Business Analyst	<b>Olivia Rizzuto</b> Jr. Business Analyst	<b>Abigail Wolf</b> Jr. Business Analyst
<b>Sarah Klem</b> Jr. Business Analyst	<b>Sydney Fitch</b> Jr. Business Analyst	<b>Kiran Kruse</b> Jr. Business Analyst	<b>Kara Cato</b> Jr. Business Analyst
<b>Dominick Beaudine</b> Jr. Business Analyst	<b>Hannah Wedepohl</b> Jr. Business Analyst	<b>Avi Vemuri</b> Jr. Business Analyst	<b>Claire Blodgett</b> Jr. Business Analyst
<b>Laurel Yocum</b> Jr. Business Analyst			

## Office Locations and Contact Information

Tripepi Smith’s team of more than 60 communications experts offers the right professionals for the job while being small enough to be nimble and responsive. Since early 2017, Tripepi Smith has operated in a completely virtual office environment. Being virtual enhances operational resilience and grants us access to a flexible and diverse workforce. The team — composed of policy wonks, creative message developers, broadcast specialists, videography experts, technology gurus and graphic artists — resides throughout California, Washington, Arizona, New Mexico, Utah, Texas and Tennessee.

*The City’s lead, Account Manager Sydni Overly, is based in Seattle, just over 200 miles northwest of the City. She will be available for onsite visits as needed to successfully execute the engagement.*

**Mailing Address:** PO Box 52152, Irvine, CA 92619

**Phone Number:** (626) 536-2173



# TRIPEPI SMITH

## C. PROJECT APPROACH AND SCHEDULE

### The City of Richland’s Needs

The City of Richland is at a juncture in its story. Richland is experiencing rapid growth and all that comes along with it. City staff recognizes the capacity for its outreach to inform and educate current and prospective residents, businesses and other partners that are in some way invested in Richland’s development.

As a result, the City seeks to understand its current communication materials, outreach methods, media coverage, and external and internal communications processes. With a comprehensive audit complete, strengths/opportunities and weaknesses/barriers can be identified to enhance communication efforts with both City staff and the public it serves. Lastly, the City has expressed the need to develop a 3 to 5-year Strategic Communications and Engagement Plan. This plan will chart a new path forward—for communications, and generally, for the community.

### Tripepi Smith’s Approach

We propose conceptualizing the engagement within two phases:

- Phase I: Full Communications Assessment
- Phase II: Strategic Communications and Engagement Plan Development

The "Communications Assessment" is one of Tripepi Smith’s specialty offerings, providing an objective review of everything a public agency is doing to communicate with its external audiences: residents, businesses, local media, etc. It is an opportunity to document a "point in time" summary of current strategies, policies, processes and best practices to determine opportunities for improvement. Though the research and depth of the interview process varies, the resulting report is an expansive audit of an agency's departmental communications efforts, including staff methodology, platforms used, challenges to overcome and custom recommendations to improve the impact of communications.

The Communications Assessment provides a foundation on which a Strategic Communications Plan can be built. Empowered with a deep yet broad understanding of the City’s communication strengths, weaknesses, opportunities and threats, we engage the City in developing strategies, tools and tactics to accomplish its outreach goals.

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*Please note that Tripepi Smith is flexible on the make-up of this scope of work and is open to further scope customization upon the City’s consideration. Adjustments can impact costs.*

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"Adding Tripepi Smith as a force multiplier to our efforts will expand social media and marketing efforts to keep our residents informed and sustain our transparency efforts in Indian Wells. Indian Wells is a world destination with amazing facilities and a high quality lifestyle. Calling on Tripepi Smith will help us execute on best practices while being efficient using a contracting model that the City has leveraged for decades. It’s been a pleasure working with the team thus far, and I’m excited about where this partnership is taking our community."

**Wade McKinney**  
City Manager, City of Indian Wells (Retired)





Workplan

Phase I: Full Communications Assessment

The following chart compares our three approaches to communications assessments for public agencies seeking to understand their existing outreach processes and tools before charting a new path forward. Based on the City of Richland’s needs, we recommend a custom **Full Communications Assessment**.

	Full Communications Assessment	Express Communications Assessment	Platforms Review
Fixed Cost	\$65,470	\$33,310	\$17,290
TS Resources Involved	Principal, Directors, Business Analyst, Jr. Business Analyst	Principal/Director, Sr. Business Analyst, Business Analyst, Jr. Business Analysts	Director, Business Analyst, Jr. Business Analyst
Interviews with City Staff	12	6	2
Interviews with City Council	5	X	X
Interviews with Key Members of the Public	5	X	X
Department Communications Documentation Details	✓	X	X
Org. Communications Process Summary	✓	✓	X
Website Platform Review	✓	✓	✓
Social Media Platforms Reviews	✓	✓	✓
Social Media Policy Review	✓	✓	X
Misc. Tools (Email, Apps, etc.)	✓	✓	X
Brand and Identity Evaluation	✓	✓	X
Key Observations	✓	✓	✓
Recommendations and Tactical Execution Steps	✓	✓	✓
Presentation to Senior Staff	✓	✓	X
Presentation to City Council or Committee	✓	✓	X
Executive Summary Report Version	✓	X	X
Communications Audit and Materials Review Summary Report	✓	✓	✓
Templates Review	✓	✓	✓
Drafts	2 (First Draft, Final)	2 (First Draft, Final)	2 (First Draft, Final)
Report Length	50 Pages	20 Pages	5 Pages
Estimated Timeline	Up to 6 Months	Up to 3 Months	Up to 2 Months



## Phase II: Strategic Communications and Engagement Plan

The City of Richland's 2024-2026 Strategic Plan prioritizes enhanced community and workforce engagement. To achieve these outcomes, the development of a robust Citywide Strategic Communications and Engagement Plan that outlines the objectives, tools and tactics is essential.

The Plan serves two main purposes:

1. It is an internal staff resource as they go about their day-to-day work of communicating to (and with) the public.
2. It signifies a City's commitment to effective communications and meaningful engagement opportunities for their community.

## Methodology

### The Process: Communications Assessments

All Communications Assessments begin with a kickoff meeting between Tripepi Smith and your stakeholders to fully review the scope of work, agree on a project timeline, identify our staff liaison for scheduling meetings and interviews and start gaining access to your digital communication platforms. We will hold regular check-in meetings to discuss project progress, identify potential obstacles to meeting deadlines and share relevant preliminary findings.

For the Full Communications Assessment, Tripepi Smith will interview staff that contribute to communications (for example, the City Manager, Assistant City Manager, Director of Communications and Economic Development Director, to name a few). Typically, Tripepi Smith conducts all interviews virtually via Google Meet or Zoom. It is up to the client to determine whether these should happen on-site instead, which will impact the budget. Ideally, our team will speak to only 1-2 people at a time during a single interview, to ensure we can get through all necessary questions and promote a candid conversational environment. We record our interviews for note-taking purposes only, do not share the recordings with anyone (including client stakeholders) and destroy them after the project is complete.

All Communications Assessments include both qualitative and quantitative analysis of the agency's digital communication platforms, which should have metrics or analytics available. To properly analyze all digital communications platforms at a specific point in time, we request temporary access to these accounts in order to view and export metrics. If this level of access is not possible, we request that agency staff export these metrics for us.

We will then produce a maximum of two drafts of a report: a first draft and a final draft. Following feedback from the client, we will then deliver a final draft of the Plan. We plan to present the findings of the Full Communications Assessment to the City Council virtually or in-person, based upon City preference. This entire process usually takes up to 6 months to complete, though the timeline may vary based on stakeholders' responsiveness and availability. Often, agencies determine they would like to retain our Communications Support services to help execute the specific recommendations surfaced within a Communications Assessment.



# TRIPEPI SMITH

## The Process: Strategic Communications and Engagement Plan Development

Tripepi Smith will begin its engagement with a lengthy discovery meeting with key stakeholders. It is up to the client whether that meeting be in-person or virtual, which will impact the budget. During the discovery meeting, we will review, discuss and/or identify the following:

1. Target Audiences
2. Existing Sources of Community Contact Information
  - a) Options for Consolidating Community Contact Information
3. Toolset for Targeted Communications
4. Potential Outreach & Engagement Campaign Themes
5. Strategic Communication Priorities
  - b) Internal Communications Strategy
6. How to Measure Communication Success
7. Outreach Assets
  - c) Boilerplate Language

Naturally, we may need to follow up via email, video chat or phone call if there are any pieces of information or facts that staff needs to verify before we finalize them within the Plan. We will then package this agreed-upon information into a first draft of the Strategic Communications Plan. Following feedback from the client, we will then deliver a final draft of the Plan and can present it to an Executive Team and/or City Council, as desired. This entire process usually takes anywhere from 3-6 weeks to complete, though the timeline may vary based on stakeholders' responsiveness and availability.

## Project Team

We anticipate that Senior Business Analyst **Sydni Overly** will serve as account manager, being the main liaison for quality assurance, presentations, contracts and invoices. Business Analyst **Skyler Addison** will act as project manager, overseeing deliverable schedules and quality assurance. Junior Business Analysts **Emma Totaro** and **Laurel Yocum** will assist with day-to-day project execution. Finally, Principal **Jennifer Vaughn** will serve as an advisor on the engagement, available to offer strategic advice and make leadership presentations.

Should any key personnel become unavailable during this engagement, Tripepi Smith will quickly substitute with other Tripepi Smith resources who have commensurate experience, knowledge and/or skill sets. You can learn more about our individual backgrounds and qualifications at [www.TripepiSmith.com/Our-Team](http://www.TripepiSmith.com/Our-Team). Full resumes are available upon request.



### Jennifer Vaughn Principal

**Jennifer** brings over 20 years of experience in the public sector working for local government and public utilities. Jennifer most recently served as Adjunct Faculty at Tarrant County College where she taught Public Speaking. She also serves on the Board for Keller Education Foundation. Prior to joining Tripepi Smith, Jennifer spent 18 years with Southern California Gas Company (SoCalGas) as Public Affairs Manager, Public Sector Programs and Partnerships Supervisor and Public Policy Manager. Jennifer garnered her initial city government experience with both the City of Anaheim as well as the City of Pasadena. She managed public relations efforts for the Anaheim/Orange County Visitor and Convention Bureau (now Visit Anaheim) during a \$4.2 billion renovation of the Anaheim resort. She also served as Marketing and Communications Manager for an international economic development firm that promoted the Alsace region of France.



# TRIPEPI SMITH



## Sydni Overly Senior Business Analyst

**Sydni** is a strong project manager with a background in public policy and local government. After studying Sociology at Boston University, she went on to receive her master's degree in Public Administration from California State University, Long Beach. Sydni further developed her leadership skills at the City of Gardena, where she supported several municipal departments and gained extensive experience in intergovernmental relations, emergency management, community outreach and content creation. As a Senior Business Analyst for Tripepi Smith, Sydni manages a wide range of projects and provides strategic direction for staff to execute. In addition to her client work, Sydni is the firm's Sprout Social expert and helps optimize social media management practices. She also recently led the creation of Local Information Network of Knowledge (LINK), a software solution to help public agencies share and document best practices and knowledge on a range of subjects.



## Skyler Addison Business Analyst

**Skyler** knows the power of a well-told story to transform and transmit a message to a large audience. She graduated cum laude from Claremont McKenna College, receiving a dual degree in Literature (honors) and Government. Skyler is a writing expert at Tripepi Smith, working on communications assessments, press releases, newsletters, social media, speeches and website copy. As a project manager across client accounts, Skyler has a keen eye for details. She is also well-versed in updating websites, managing social media, strategizing on marketing plans, creating video storyboards and public speaking. Some of her regular client work includes: Town of Yucca Valley, City of Orinda, Culver City, City of Paramount, City of Palos Verdes Estates, Center for Public Safety Management, ProWest Constructors, Town of Atherton and City of Lancaster.



## Emma Totaro Junior Business Analyst

**Emma** is a talented creative writer with a drive to tell stories using her various writing skills. Emma gained countless editing, writing, communication, analysis and research skills at California Baptist University while working toward her Bachelor of Fine Arts degree in Creative Writing. During her college career, Emma helped students become better communicators through writing at the university writing center. Furthermore, she honed her editing, communication and research skills as an editorial intern for Penn State University Press. In her endeavors to become more well-versed, she became social media manager for the writing center where she curated content to inform students about the offered services and create a welcoming student community. Emma works to tell the stories of her clients over many platforms to effectively inform the public.



## Laurel Yocum Junior Business Analyst

**Laurel** is a focused and detail-oriented professional, specializing in business administration and marketing management. She holds a Bachelors of Science degree from California Polytechnic State University San Luis Obispo. With experience in digital marketing and content creation at Pipe Dreams and FabTime, she excels in increasing brand visibility and engaging audiences. She's skilled at fostering customer relationships, demonstrated through her participation in Semiconductor trade shows. As a member of the American Marketing Association, she stays updated on industry trends. Proficient in Microsoft Office and Google Analytics, Laurels well equipped for marketing roles.



# TRIPEPI SMITH

## Project Schedule

The following tentative schedule notes the Full Communications Assessment and Strategic Communications and Engagement Plan. We will finalize the schedule upon further discussion with the City.

Month	Deliverables
Months 1 – 2	<ul style="list-style-type: none"> <li>• Hold kick-off meeting</li> <li>• City to provide access to social media &amp; web platforms</li> <li>• Survey questions developed</li> <li>• Assessment begins</li> <li>• Interviews conducted</li> <li>• Survey(s)/Community Workshop/Focus Group conducted</li> </ul>
Months 3 – 5	<ul style="list-style-type: none"> <li>• Communications and Materials Audit Summary Report due to City</li> <li>• Establish recommendations for social media policy and best practices for external communication</li> <li>• Update branding/style guide, develop boilerplate messaging and design templates</li> <li>• Establish recommendations for employee communication and engagement enhancement</li> <li>• Utilizing assessment findings, establish recommendations to close communications and engagement gaps</li> </ul>
Month 6	<ul style="list-style-type: none"> <li>• Completion of Full Communications Assessment</li> </ul>
Months 7 – 8	<ul style="list-style-type: none"> <li>• Completion of Strategic Communications and Engagement Plan</li> </ul>
Month 9	<ul style="list-style-type: none"> <li>• Presentation to City Council</li> </ul>

## Cost Proposal

Tripepi Smith recommends a fixed fee arrangement for the Communications Assessment and Strategic Communications Plan. Typically, we split invoicing for these projects into two to four invoices at project milestones such as kickoff, delivery of draft and final presentation.



# TRIPEPI SMITH

Should you determine Tripepi Smith is the most qualified and responsive vendor but have a budget number that you must hit, we remain open to collaborating to narrow the scope engagement (or refine our understanding of your needs) and will modify our pricing accordingly.

## One-Time (Fixed Bid) Deliverables

### Phase I: Full Communications Assessment

	Full Communications Assessment	Express Communications Assessment	Platforms Review
<b>COST</b>	<b>\$65,470</b>	<b>\$33,310</b>	<b>\$17,290</b>
Kickoff (30%)	\$19,641	\$9,993	\$5,187
Draft Delivery (30%)	\$19,641	\$9,993	\$5,187
Final Delivery or 30 Days after Draft Delivery * (40%)	\$26,188	\$13,324	\$6,916

\* Whichever occurs first

### Phase II: Strategic Communications and Engagement Plan Development

The scope of work for the strategic communications plan will depend on the findings from the Communications Assessment and may be affected by the City’s preferred level of stakeholder involvement. Tripepi Smith is offering a cost estimate based on a potential maximum scope of work for the plan development, which is **\$20,205**.

	Strategic Communications Plan
<b>COST</b>	<b>\$20,205</b>
Kickoff (50%)	\$10,102.50
Final Delivery/30 Days after Draft Delivery (50%)	\$10,102.50

## Optional One-Time (Fixed Bid) Add-Ons

As part of the audits, Tripepi Smith recommends a variety of tools to engage stakeholders and ensure hard-to-reach populations are included:



## TRIPEPI SMITH

### TASK & DESCRIPTION

#### In-Person Focus Group (\$8,335 / 2-Hour Meeting)

Tripepi Smith can assist with managing focus groups and facilitating discussions around key topics identified by the City. We will aid the City in recruiting for the focus group, devise an agenda for each meeting, develop questions for the focus group, facilitate productive discussions on the identified topics, take notes and deliver a written report to City staff summarizing the information gathered.

#### Virtual Community Workshop (\$4,620 / 1-Hour Meeting)

Tripepi Smith can also facilitate virtual workshops to gather public feedback, extending the reach of your outreach efforts. Virtual meetings eliminate geographic barriers, allowing anyone with internet access to participate. Additionally, these sessions can be easily recorded and posted to your website for future reference. This makes them a valuable tool to supplement in-person events, increasing potential for greater community engagement. Tripepi Smith will handle all aspects of these workshops, including coordination, technical setup and facilitation.

#### FlashVote Surveying (\$14,900 for 6 Surveys)

Having scientifically valid survey data can be crucial for advancing projects or reaching consensus. FlashVote helps cities make better decisions with fast, reliable data. Its technology creates a panel of representative residents for brief monthly polls, generating statistically valid results within 48 hours to inform staff and leaders.

*Disclaimer: Tripepi Smith President Ryder Todd Smith is an investor in FlashVote.*

#### Media Intelligence (\$525 / Month)

Our media intelligence services blend our in-house expertise with the advanced software of Meltwater, an enterprise-class comprehensive media monitoring solution that streamlines media monitoring, reporting, analytics and more. We understand that no two communities are the same. That's why we take a collaborative approach to tailor a solution that perfectly meets your needs. We'll work closely with you to identify relevant keywords for tracking media coverage specific to your agency. Please note that each variable is highly customizable, which can impact the scope of work and therefore the cost of this service. Based on our current assessment of your needs, we recommend our base package consisting of as-needed custom support for up to 10 queries.

#### Crisis Communication Plan (\$3,650)

While the strategic communication plan will address crisis communication, Tripepi Smith can supplement this with a more detailed playbook including decision trees and checklists to ensure there is a proactive and comprehensive plan to follow during a crisis.



# TRIPEPI SMITH

## Media Relations Policy (\$2,500)

Tripepi Smith can develop a media relations policy to empower your staff in press interactions. It will ensure clear communication, handle media inquiries, provide guidelines for press releases and interviews, and include a crisis communication plan, defining roles and responsibilities for coordinated media engagement..

## Translation Policy (\$2,500)

If desired, the City can benefit from a translation policy that formalizes the guidelines, procedures and objectives for ensuring effective and inclusive communication across different languages within the City’s administrative, informational and public-facing materials and services. This policy aims to facilitate access to information and services for all residents, regardless of their primary language. Separately, Tripepi Smith also provides in-house Spanish translation services.

## Time & Materials (As Needed) Work

If the City encounters the need for additional communications support that wasn’t planned, it will be handled on a fixed fee basis or a T&M basis. In these cases, Tripepi Smith will use the following information and Standard Hourly rates to price this additional work with the City.

	Standard	Reduced Retainer
<b>Principal</b>	\$370	\$295
<b>Director</b>	\$255	\$215
<b>Art/Creative Director</b>	\$255	\$215
<b>Senior Business Analyst</b>	\$195	\$165
<b>Business Analyst</b>	\$140	\$115
<b>Junior Business Analyst</b>	\$115	\$95
<b>Senior Videographer/Animator</b>	\$195	\$165
<b>Senior Photographer</b>	\$170	\$145
<b>Videographer/Photographer</b>	\$130	\$110
<b>Junior Videographer/Photographer</b>	\$110	\$95
<b>Senior Graphic Designer</b>	\$185	\$155
<b>Graphic Designer</b>	\$130	\$110
<b>Junior Graphic Designer</b>	\$110	\$95
<b>Web Developer</b>	\$195	\$175
<b>Junior Web Developer</b>	\$110	\$95
<b>Drone Operator</b>	\$195	\$170
<b>Council Chamber A/V Operator</b>	\$110	\$95



# TRIPEPI SMITH

## Billing & Invoices

For ad hoc work, time at Tripepi Smith is billed in 15-minute increments – i.e. we invoice our time in the following examples: 1.25, 0.75, 4.0 or 6.5 hours. Ad hoc work will be invoiced at the end of the month in which the work was done. Fixed price project work will be invoiced based on pre-determined payment schedules. All payment terms are net 30 days.

## Estimated Costs for Ad Hoc Services

To support the City of Richland’s request for potential redesign of templates, we’re sharing cost ranges for graphic design. We will provide more information and generate cost estimates for each ad hoc request.

Deliverable	Estimated Cost	Notes
Graphic Design	Infographics: \$3,120	Design projects range in drafts and intricacy; exact cost will be determined based on request
	Key Art: \$1,920	
	Print Flyer: \$1,225	
	Print Poster: \$1,925	
	Print Brochure / Newsletter: \$6,565	
	Mailer: \$1,090	

## Other Cost Information

Tripepi Smith has related service fees that may come up during our engagement that we want to tell you about.

### Annual Increase

Tripepi Smith will increase the hourly rates and retainer fees for all resources by 5% or the national CPI index–whichever is higher–each year on the anniversary of the contract, starting on the first anniversary of any contract when the contract duration is longer than one year. Otherwise, new rates will be negotiated with each new contract.

### Retainer Discount

When client monthly retainers exceed \$7,150 a month, they have access to our reduced retainer rates.

### Travel Costs

Travel costs must be authorized and then will be reimbursed by the client for any requested travel to complete a requested scope of work. Travel costs to be covered are for airfare, lodging, car rentals and gas. If Tripepi Smith is requested to be onsite, we will invoice for travel time at half rate of the resource’s applicable Hourly Rate.



# TRIPEPI SMITH

## Equipment Costs

Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

	Half Day ( <u>Under</u> 4 Hours)	Full Day (4+ Hours)
Video Equipment	\$400	\$600
Drone Equipment	\$500 – Flat Fee	
MEVO Equipment	\$400 – Flat Fee	

## Service Fees

Tripepi Smith prefers that clients pay service providers directly to avoid unnecessary administrative costs. You should also know, however, that we have no economic interest in service providers, unless otherwise specified in this proposal. If a client asks Tripepi Smith to pay for a service provider bill, we will apply a 10% agency fee to the reimbursement expense. Typical service fees include, but are not limited to: print, mailing, digital advertising, media placements, voiceovers, translations and closed captions.

## D. RELATED PROJECT EXPERIENCE/REFERENCES

### Experience

Tripepi Smith has worked in local government communications for over 2 decades and has a strong track record of success on a range of communication projects. The following are just 3 sample engagements that align with the services and scope the City has requested in its RFP.

City	Scope of Work
<p><b>City of Washougal, WA</b></p> <p><b>Date of Engagement:</b> 2021</p>	<p>The <b>City of Washougal, WA</b> hired Tripepi Smith to evaluate the City’s current processes and tools used for communicating with its residents to assist with its community engagement plan. Tripepi Smith interviewed staff and the Mayor, analyzed communications tools and platforms and delivered a report with a full analysis, including recommendations and actionable steps to improve the City’s outreach efforts.</p> <p><b>PROJECT TEAM:</b> President <b>Ryder Todd Smith</b> (Role: Advisor) and Senior Business Analyst <b>Karen Villaseñor</b> (Role: Account/Project Manager)</p>



City	Scope of Work
<p><b>City of American Canyon, CA</b></p> <p><b>Date of Engagement:</b> 2018 – Present (Communications Plan in 2020)</p>	<p>The <b>City of American Canyon, CA</b> engaged Tripepi Smith to develop an internal Communications Plan that defined audiences, identified sources of existing data and devised marketing campaigns to increase engagement and awareness of the City’s communications. Tripepi Smith continues to provide support to the PIO with services including graphic design, writing support, video production, event management and facilitation for community forums, photography, media outreach, social media management, communications and leadership strategy, metrics reporting, website content updates, copywriting services and quarterly planning meetings with executive staff.</p> <p><u>PROJECT TEAM:</u> Senior Business Analyst <b>Kaitlyn Wu</b> (Role: Account Manager), Junior Business Analyst <b>Kalee Cummings</b> (Role: Project Management), Junior Business Analyst <b>Kayla Cao</b> (Role: Project Support)</p>
<p><b>City of Hercules, CA</b></p> <p><b>Date of Engagement:</b> 2018 – Present (Communications Plan in 2022)</p>	<p>Tripepi Smith has worked with the <b>City of Hercules</b> since 2018. The City first engaged Tripepi Smith to educate voters on a lighting and land use measure. Several years later, the City engaged Tripepi Smith to conduct an Express Communications Assessment that evaluated its outreach tools and protocols and provided recommendations for optimizing them. Following, Hercules pursued ongoing communication support in the form of social media management and monitoring, content creation and metric reporting. Hercules also looks to Tripepi Smith for strategic outreach advice, engaging in bi-weekly and quarterly discussions about communication opportunities across the City.</p> <p><u>PROJECT TEAM:</u> Principal <b>Jennifer Vaughn</b> (Role: Account Manager), Business Analyst <b>Peter Johnson</b> (Role: Project Management), Junior Business Analyst <b>Mia Valenzuela</b> (Role: Project Support)</p>



“We’re always looking to better serve our community. To make that happen, we must create a bridge of communication with our residents. With the help of Tripepi Smith, the City continues to explore new and unique ways to reach residents, encouraging them to participate in creating a more wildfire-safe community. Tripepi Smith has a proven track record with their work in local government, and their insight continues to elevate our outreach efforts.”

**David Biggs**  
City Manager, City of Orinda





# TRIPEPI SMITH

## References

### Client Roster

Tripepi Smith has been selected to work with over 200 local government agencies to help with their communications. We can provide you with contacts at any of these clients.

California City Management Foundation	City of Lomita	City of Walnut
City of Aliso Viejo	City of Lynwood	City of Washougal
City of American Canyon	City of Manhattan Beach	(City of) Yuba City
City of Azusa	City of Manteca	Town of Windsor
City of Bellflower	City of Martinez	County of Fresno
City of Burlingame	City of Millbrae	County of Kings
City of Carlsbad	City of Modesto	County of Merced
City of Claremont	City of Morgan Hill	County of Modesto
City of Coronado	City of Murrieta	County of Sonoma
(City of) Culver City	City of Napa	County of Santa Barbara
City of Cupertino	City of Norwalk	California Contract Cities Association
(City of) Daly City	City of Orange	CalChoice Energy CCA
City of Danville	City of Orinda	California Joint Powers Insurance Authority
City of Duarte	City of Palm Desert	Citrus Heights Water District
City of El Cerrito	City of Palmdale	Claremont McKenna College
City of Fountain Valley	City of Paramount	Costa Mesa Sanitary District
City of Foster City	City of Pismo Beach	El Toro Water District
City of Fullerton	City of Placentia	Harlingen Waterworks System
City of Gilroy	City of Pomona	Independent Cities Association
City of Grover Beach	City of Rancho Palos Verdes	Inland Empire Utilities Agency
City of Hawaiian Gardens	City of Rancho Mirage	Institute for Local Government
City of Hercules	City of Renton	League of California Cities
City of Huntington Beach	City of Riverbank	Municipal Management Association of Northern California
City of Indian Wells	City of Rolling Hills Estates	Municipal Management Association of Southern California
City of Industry	City of Santa Ana	Orange County City Manager Association
City of Irvine	City of Santa Clarita	Orange County Sanitation District
City of La Cañada Flintridge	City of Santa Cruz	Palmdale Water District
City of La Palma	City of Santa Paula	Rowland Water District
City of La Puente	City of Saratoga	San Gabriel Valley City Managers' Association
City of La Mesa	City of Stanton	
City of Lake Forest	City of South Gate	
City of Laguna Hills	City of South Gate	
City of Laguna Niguel	City of Snoqualmie	
City of Lancaster	City of Tracy	
City of Livermore	City of Vallejo	
	City of Vista	



# TRIPEPI SMITH

## AGREEMENT FOR PROFESSIONAL SERVICES

### Requested Modification to the Agreement

#### Section 13. (b)(1) Automobile Liability

Tripepi Smith requests an exception in the terms of the PSA with references to section 13. (b)(1); Automobile Liability:

Because we do not own automobiles, we request this section be replaced with *"automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 covering any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned autos (Code 9)"*.

Tripepi Smith finds all other terms of the City PSA agreeable.



"Tripepi Smith is a strong partner for the City of Tracy. Their understanding of local government and design continues to bring tremendous value to our comprehensive communication and marketing efforts."

**Jenny Haruyama**  
City Manager, City of Tracy







# Declarations: Business Liability Coverage Part

Your policy includes the liability coverages listed below. The limits in the right-hand column show the maximum amount we'll pay.

FORM NUMBER	FORM NAME	LIMIT OF INSURANCE
SL 00 00 10 18	BUSINESS LIABILITY COVERAGE FORM	
	Damage To Premises Rented To You Limit	\$1,000,000
	General Aggregate Limit	\$4,000,000
	Liability and Medical Expenses Limit	\$2,000,000
	Medical Expenses Limit	\$10,000
	Personal and Advertising Injury Limit	\$2,000,000
	Products-Completed Operations Aggregate Limit	\$4,000,000
	Property Damage Liability Deductible	No Deductible
<b>ADDITIONAL BUSINESS LIABILITY COVERAGES</b>		
SL 30 42 10 18	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION	
SL 30 36 10 18	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS	
SL 30 48 10 18	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION	
SL 30 40 10 18	ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS	
SL 30 47 10 18	ADDITIONAL INSURED - VENDORS	
SL 30 32 06 21	BLANKET ADDITIONAL INSURED BY CONTRACT	Included <sup>1</sup>
SL 30 26 10 18	HIRED AUTO AND NON-OWNED AUTO LIABILITY	Included <sup>1</sup>

<sup>1</sup>Included in Business Liability Limit(s)

ADDITIONAL INSUREDS SCHEDULES			
Form Number	Form Name	Additional Insured Name and Address	Location
SL 30 47 10 18	ADDITIONAL INSURED - VENDORS	CITY OF FULLERTON, ITS ELECTED OR APPOINTED OFFICIALS, OFFICERS EMPLOYEES AND VOLUNTEERS 303 W COMMONWEALTH AVE, FULLERTON, CA 92832	N/A
		THE CITY OF ONTARIO, ITS DIRECTORS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS 303 E B ST, ONTARIO, CA 91764	N/A
		CITY OF MENIFEE 29844 HAUN RD, SUN CITY, CA 92586	N/A



# Declarations: Business Liability Coverage Part

**CONTINUED**

ADDITIONAL INSURED SCHEDULES			
Form Number	Form Name	Additional Insured Name and Address	Location
		THE CITY OF GLENDALE, AND ITS OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES 613 E. BROADWAY, GLENDALE, CA 91206	N/A
		CITY OF LAGUNA BEACH 505 FOREST AVENUE, LAGUNA BEACH, CA 92651	N/A
		THE CITY OF TRACY, INCLUDING ITS ELECTED OFFICIALS, OFFICERS EMPLOYEES, AGENTS, AND VOLUNTEERS 333 CIVIC CENTER PLAZA, TRACY, CA 95376	N/A
SL 30 48 10 18	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION	CITY OF PALMDALE 38250 SIERRA HIGHWAY, PALMDALE, CA 93550	N/A
		CITY OF BURLINGAME 501 PRIMROSE RD, BURLINGAME, CA 94010	N/A
		THE CITY OF WEST COVINA AND ITS ELECTED AND APPOINTED BOARDS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES 1444 WEST GARVEY AVENUE S, WEST COVINA, CA 91790	N/A
		CITY OF CUPERTINO, ITS CITY COUNCIL, BOARDS AND COMMISSIONS, OFFICERS, EMPLOYEES & VOLUNTEERS 10300 TORRE AVENUE, CUPERTINO, CA 95014	N/A
		COUNTY OF ORANGE, ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS AGENTS AND EMPLOYEES 1300 S. GRAND AVENUE SUITE STE. A, 2ND FLOOR, SANTA ANA, CA 92703	N/A
SL 30 36 10 18	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS	CITY OF CUPERTINO, ITS CITY COUNCIL, BOARDS AND COMMISSIONS, OFFICERS, EMPLOYEES & VOLUNTEERS 10300 TORRE AVENUE, CUPERTINO, CA 95014	ALL LOCATIONS



# Declarations: Business Liability Coverage Part

**CONTINUED**

ADDITIONAL INSURED SCHEDULES			
Form Number	Form Name	Additional Insured Name and Address	Location
		COUNTY OF MARIN 3501 CIVIC CENTER DRIVE #325, SAN RAFAEL, CA 94903	LOC 001 BLDG 001, 002, 003
		THE CITY OF WEST COVINA & ITS ELECTED AND APPOINTED BOARDS, OFFICERS, OFFICIALS, AGENTS, EMPLOYEES 1444 WEST GARVEY AVENUE S, WEST COVINA, CA 91790	ALL LOCATIONS
		THE CITY OF CUPERTINO, ITS CITY COUNCIL, OFFICERS, OFFICIALS EMPLOYEES, AGENTS, SERVANTS AND VOLUNTEERS 10300 TORRE AVENUE, CUPERTINO, CA 95014	LOC 001 BLDG 001, 002, 003
SL 30 40 10 18	ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS	THE COSTA MESA SANITARY DISTRICT, IT'S ELECTED AND APPOINTED OFFICIALS, AGENTS, OFFICERS, VOLUNTEERS AND EMPLOYEES 290 PAULARINO AVENUE, COSTA MESA, CA 92626	N/A
SL 30 42 10 18	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION	CULVER CITY, MEMBERS OF ITS CITY COUNCIL, ITS BOARDS & COMMISSIONS OFFICERS, AGENTS & EMPLOYEES 9770 CULVER CITY BLVD, CULVER CITY, CA 90232	N/A
		KINGS COUNTY AND ITS OFFICERS, EMPLOYEES AND AGENTS 1400 W. LACEY BLVD, BLDG #4, HANFORD, CA 93230	N/A
		CITY OF ORANGE 300 E. CHAPMAN AVE, ORANGE, CA 92866	N/A

ALL OTHER BUSINESS LIABILITY FORMS	
Form Number	Form Name
SL 21 01 10 18	EXCLUSION - AIRCRAFT PRODUCTS LIABILITY
SL 20 46 10 18	EXCLUSION - DESIGNATED PROFESSIONAL SERVICES
SL 20 06 10 18	EXCLUSION - NUCLEAR ENERGY LIABILITY
SL 20 78 10 18	EXCLUSION - SILICA - BUSINESS LIABILITY COVERAGE FORM



# Declarations: Business Liability Coverage Part

## CONTINUED

ALL OTHER BUSINESS LIABILITY FORMS	
Form Number	Form Name
SL 90 13 10 18	NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

**BUSINESS LIABILITY COVERAGE PREMIUM: \$497\***

\* Price is subject to fees and surcharges. For more details, refer to Page 15

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



## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

#### **A. The following is added to Section C. WHO IS AN INSURED:**

##### **Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

- a.** The person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (1)** In the performance of your ongoing operations for the additional insured(s); or
  - (2)** In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1)** The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications, payment requests, manuals or instructions;
  - (2)** Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
  - (3)** Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
  - (4)** Monitoring, sampling, or testing service necessary to perform any of the services included in **(1)**, **(2)** or **(3)** above;
  - (5)** Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in **(1)**, **(2)** or **(3)** above;
- c.** If coverage provided to these additional insureds is required by a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, the insurance afforded to these additional insureds will not be broader than that which you are required by the contract, agreement, or permit to provide for these additional insureds.
- d.** The insurance afforded to these additional insureds only applies to the extent permitted by law.

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



## **BLANKET ADDITIONAL INSURED BY CONTRACT**

This endorsement modifies insurance provided under the following:

### **BUSINESS LIABILITY COVERAGE FORM**

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

**A. The following is added to Section C. WHO IS AN INSURED:**

**Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

**(1)** The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**b. Lessors Of Equipment**

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises;
  - (b) In the performance of your ongoing operations performed by you or on your behalf; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
    - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

  - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property

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

damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service.

**e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations performed by you or on your behalf;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
    - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property damage”, or “personal and advertising injury” arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.



## BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C. Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Liability And Medical Expenses Definitions**.

### A. COVERAGES

#### 1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (b) The "bodily injury" or "property damage" occurs during the policy period; and
- (c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C. Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
- e. **Incidental Medical Malpractice**
  - (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
    - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
    - (b) You are not engaged in the business or occupation of providing such services.
  - (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

**2. Medical Expenses**

**Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
 provided that:
  - (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
  - (1) First aid administered at the time of an accident;
  - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
  - (3) Necessary ambulance, hospital, professional nursing and funeral services.

**3. Coverage Extension - Supplementary Payments**

- a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - (1) All expenses we incur.
  - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
  - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.
  - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
  - (5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.
  - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - (2) This insurance applies to such liability assumed by the insured;
  - (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
  - (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - (6) The indemnitee:
    - (a) Agrees in writing to:
      - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
      - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
      - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (b) Provides us with written authorization to:
      - (i) Obtain records and other information related to the "suit"; and
      - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

## B. EXCLUSIONS

### 1. Applicable To Business Liability Coverage

This insurance does not apply to:

#### a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".



**b. Contractual Liability**

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
  - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible;
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".



**i. War**

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Professional Services**

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
  - (a) Body piercing (not including ear piercing);
  - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
  - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
  - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
  - (b) The providing of or failure to provide home health care or home infusion products or services; and
  - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

**k. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;



However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

**(1) Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

**(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
  - (i)** Less than 51 feet long; and
  - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e)** "Bodily injury" or "property damage" arising out of:
  - (i)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
  - (ii)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f)** An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.



- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**I. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**n. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**p. Personal And Advertising Injury**

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
  - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
  - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
  - a. Copyright;
  - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
  - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:
  - (a) Advertising, broadcasting, publishing or telecasting;
  - (b) Designing or determining content of web sites for others; or
  - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.  
However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;
- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;



- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
  - (i) Your web site; or
  - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

- (a) Infringement, in your "advertisement", of:
  - (i) Copyright;
  - (ii) Slogan; or
  - (iii) Title of any literary or artistic work; or
- (b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

**q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability**

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

**r. Employment-Related Practices**

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or



- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**s. Asbestos**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
  - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
  - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
  - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**t. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion**

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

**2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.



**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

**f. Products-Completed Operations Hazard**

Included with the "products-completed operations hazard".

**g. Business Liability Exclusions**

Excluded under Business Liability Coverage.

**C. WHO IS AN INSURED**

**1. If you are designated in the Declarations as:**

- a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.
- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:**

**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

**(1) "Bodily injury" or "personal and advertising injury":**

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

**(2) "Property damage" to property:**



(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage under this provision does not apply to:
  - (1) "Bodily injury" or "property damage" that occurred; or
  - (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator Of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

## **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**

### **1. The Most We Will Pay**

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

### **2. Aggregate Limits**

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

### **3. Each Occurrence Limit**

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

### **4. Personal And Advertising Injury Limit**

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

### **5. Damage To Premises Rented To You Limit**

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

### **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

#### **d. Obligations At The Insured's Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

#### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured under this Coverage Part.

### 3. Legal action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### 5. Representations

#### a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

#### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 6. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



**(2) Premises Rented To You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**(3) Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**(4) Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

**(5) Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.



If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

## 7. Transfer Of Rights Of Recovery Against Others To Us

### a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

### b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

## F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
  - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
  - a. Injury;
  - b. Sickness; or
  - c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in a. above;
    - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or



**(3)** "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
 

if such property can be restored to use by:

    - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
    - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D**. Liability And Medical Expenses Limits Of Insurance.
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement; or
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
 

Paragraph **f**. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f**. does not include that part of any contract or agreement:

    - (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
      - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
      - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or



- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:



- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.



- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Unmanned aircraft" means an aircraft that is not:
- a.** Designed;
  - b.** Manufactured; or
  - c.** Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
- 24.** "Volunteer worker" means a person who:
- a.** Is not your "employee";
  - b.** Donates his or her work;
  - c.** Acts at the direction of and within the scope of duties determined by you; and
  - d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 25.** "Your product":
- a.** Means:
    - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a)** You;
      - (b)** Others trading under your name; or
      - (c)** A person or organization whose business or assets you have acquired; and
    - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b.** Includes:
    - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2)** The providing of or failure to provide warnings or instructions.
  - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 26.** "Your work":
- a.** Means:
    - (1)** Work or operations performed by you or on your behalf; and
    - (2)** Materials, parts or equipment furnished in connection with such work or operations.
  - b.** Includes:
    - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2)** The providing of or failure to provide warnings or instructions.

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



## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



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

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 84 WEC BG4S68

**Endorsement Number:**

**Effective Date:** 06/20/24

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** TRIPEPI SMITH & ASSOCIATES

PO BOX 52152  
IRVINE CA 92619

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by \_\_\_\_\_ Authorized Representative

**RESOLUTION NO. 2024-120**

**A RESOLUTION OF THE CITY OF RICHLAND, WASHINGTON, AUTHORIZING A CONSULTANT AGREEMENT WITH TRIPEPI SMITH AND ASSOCIATES, INC. FOR A CITY-WIDE COMMUNICATIONS AND COMMUNITY ENGAGEMENT PLAN.**

**WHEREAS**, the City’s Communications and Marketing Division provides communications and public outreach for city-wide initiatives, events, projects and services, utilizing resources such as websites, social media platforms, cable television PEG programming, print materials, wayfinding signage, reader boards, and other mediums of communication; and

**WHEREAS**, development of a city-wide communications plan is identified as an initiative in the City’s 2024-2026 Strategic Plan to achieve Priority No. 1 - High-Performance Government; and

**WHEREAS**, in May 2024, a competitive Request for Proposal (RFP) process was conducted in accordance with the City’s purchasing policies with four (4) responses received; and

**WHEREAS**, Tripepi Smith and Associates, Inc. was selected as the most qualified vendor to complete the city-wide communications and community engagement plan; and

**WHEREAS**, a scope of work and budget have been negotiated with Tripepi Smith and Associates, Inc. that provide the necessary services at a reasonable value; and

**WHEREAS**, the City’s best interests are served by executing a consultant agreement with Tripepi Smith and Associates, Inc. to provide the identified services.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Richland that the City Manager is authorized to sign and execute a consultant agreement with Tripepi Smith and Associates, Inc. for an amount not to exceed \$90,295 for development of a city-wide communications and community engagement plan.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

**ADOPTED** by the City Council of the City of Richland, Washington, at a regular meeting on the 3<sup>rd</sup> day of September, 2024.



Sandra Kent for Theresa Richardson, Mayor

Attest:

  
Jennifer Rogers, City Clerk

Approved as to Form:

  
Heather Kintzley, City Attorney