

CITY OF COOS BAY CITY COUNCIL
Agenda Staff Report

MEETING DATE June 6, 2017	AGENDA ITEM NUMBER
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TO: Mayor Benetti and City Councilors
FROM: Rodger Craddock, City Manager
ISSUE: Contract to Services to the Confederated Tribes of Coos Lower Umpqua and Siuslaw Indians

SUMMARY:

The City of Coos Bay (City) has been providing public safety services (police and fire) to the Confederated Tribes of Coos Lower Umpqua and Siuslaw Indians (the Tribe) at properties under their control, and they are off the tax rolls since the opening of their Three Rivers Casino in May 2015. The City and the Tribe negotiated a fee for the services rendered; and the Tribe has paid for the first year (FY 2015/16) of service, and they are in the process of paying for the second year (FY 2016/17) of service. A formalized intergovernmental agreement (IGA) has been crafted which has been approved by the Tribal Council, and it requires the City Council’s approval prior to signing the agreement.

ACTION REQUESTED:

If it pleases the Council, authorize the City Manager to sign the IGA to provide public safety services and for compensation of services rendered from the Confederated Tribes of Coos Lower Umpqua and Siuslaw Indians.

BACKGROUND:

The Confederated Tribes of Coos Lower Umpqua and Siuslaw Indians (the Tribe) is a federally-recognized Indian tribe, which either owns land in the City of Coos Bay (“Tribal Fee Land”) or is the beneficial owner of lands owned by the United States in trust for the Tribe (“Tribal Trust Land”), and they have requested the City to provide public safety services to those properties.

Representatives from the Tribe and the City negotiated a fee for those services which was based on anticipated calls for service, and the average cost of those anticipated service calls. The City began providing the requested service in May 2015 at the time the Tribe opened their casino on Ocean Boulevard. The actual calls for service for the first year of operation was higher than anticipated and as such the Tribe and the City negotiated a methodology for annual reviews and cost adjustments by which the City can be fairly compensated for the services provided. A formal intergovernmental agreement (IGA) has been crafted which includes the services to be provided to the Tribe and the compensation methodology to be used to pay for those services.

BUDGET IMPLICATIONS:

The Tribe has already paid for services rendered during FY 2015/2016 (\$50,000), and they are in the process of paying for services rendered during FY 2016/17 (\$68,250). The Tribe’s and the City’s Police Chief are currently reviewing the last 12 months of calls for service which will be used to set next year’s anticipated cost for service amount. Revenue derived from this IGA is deposited in the City’s General Fund, and it is used to supplement the overall cost of providing public safety services throughout our community.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CONFEDERATED TRIBES OF COOS, LOWER UMPQUA AND SIUSLAW INDIANS
AND
THE CITY OF COOS BAY
FOR
THE PROVISION OF SAFETY SERVICES.**

BETWEEN: CITY OF COOS BAY (“the City”)

AND: CONFEDERATED TRIBES OF COOS, LOWER UMPQUA AND
SIUSLAW INDIANS (the “Tribe”).

EFFECTIVE
DATE: Mat 1, 2016

RECITALS

WHEREAS, the City is a municipal corporation of the State of Oregon, which operates a police department and a fire department.

WHEREAS, the Tribe is a federally-recognized Indian tribe, which either owns land in the City of Coos Bay (“Tribal Fee Land”), or is the beneficial owner of lands owned by the United States in trust for the Tribe (“Tribal Trust Land”), and which operates a police department.

WHEREAS, the Tribe owns and operates a Casino on Tribal Trust Land located in Coos Bay at 1297 Ocean Blvd;

WHEREAS, the Tribe’s Administration, Dental Clinic and Health Services offices are located on Trust Land in Coos Bay at 1245 Fulton Avenue;

WHEREAS, the Tribe’s a Housing Department located at 1308 Neese St., and the Indian Reservation facilities are located on Tribal Fee Land at 338 Wallace Ave;

WHEREAS, the Tribe operates a business known as “Ez Mini Storage” on Tribal Fee Land located in Coos Bay at 1293 Ocean Boulevard;

WHEREAS, the Tribe wishes to have the City provide certain police and fire department related services, including limited dispatch services to the Tribe at such locations;

WHEREAS, the City wishes to provide the desired police, fire department and dispatch related services to the Tribe;

WHEREAS, the parties to this Agreement estimate that there will be the need for approximately 75 calls for police and/or fire department services by the Tribe to the City on an annual basis during the term of this Agreement;

WHEREAS, the cost to the City for police department calls for services can be as high as \$2,188, per call, and the cost to the City for fire department related calls for services can be as high as \$1,788 per call;

WHEREAS, not all calls for services cost the City the per call costs referenced in the preceding paragraph, and the estimated average cost per call for both police and fire related services is \$910 per call;

WHEREAS, the parties anticipate that the estimated cost to the City for each police department and fire department call will increase on a more or less annual basis as the cost to the City of the personnel responding to the calls increases. Such increases in cost of personnel shall include, but not be limited to increases in salaries, incentives, health insurance and PERS payments.

WHEREAS, for purposes of the interpretation of this Agreement, the term "Call For Services" shall mean any call that is generated by the Tribe from any of the above listed locations that result in a response by members of the City of Coos Bay's Public Safety Department, to include, but not limited to:

- a. Police Related calls; Assaults, Alarms, Thefts, Trespassing, Disorderly Conduct and Warrant Services;
- b. Fire/EMS Related calls; Alarms and all other Fire and Medical related incidents.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and the consideration set forth herein, the Parties agree as follows.

1. The City agrees to provide police and fire/EMS related services when requested by the Tribe during the term of this Agreement with regard to the above referenced Tribal Fee Land and Tribal Trust Land. The Tribe agrees to pay to the City for the referenced police, fire and dispatch related services during the first year of this agreement (May 1, 2016 to April 30, 2107) the sum of \$68,250. This sum is based upon the estimated average cost of a Call For Service of \$910.00 ("Cost of Service"), multiplied by and the estimated number of Calls For Service of 75. Such payment shall be made within 60 days of the effective date of this Agreement. The sums owed to the City by the Tribe for each subsequent year during the term of this Agreement shall be paid within 60 days of each anniversary date (May 1st) of this Agreement, or in twelve equal installments, with each payment being made no later than the last day of each month. This option to pay in a lump sum manner or installment payments shall be at the discretion of the Tribe.
2. This Agreement does not apply to the Tribal Fee Land located at 1293 Ocean Boulevard. Police and fire related services will be provided for Calls For Service associated with the 1293 Ocean Boulevard Property in the same general manner as other privately owned properties within the jurisdiction of Coos Bay.

3. Upon the anniversary date for each year of this Agreement the Parties will determine the number of Calls For Service for the preceding year.
 - a. In the event that the number of Calls For Service during that year were between 10 and 19 more than the year prior to that year, the amount to be paid by the Tribe to the City for the current year will increase by the cost of ten Calls For Service. Likewise, if the Calls For Service for the preceding year increased over the year prior to that year between 20 and 29 calls, the amount paid by the Tribe for the current year will be increased by the cost of 20 Calls For Service. If Calls For Service in the preceding year were higher than the prior year by a number of 30 or more, the additional amount owed to the City by the Tribe will be determined in the same manner as noted above.
 - b. In the event that the number of Calls For Service during that year were between 10 and 19 less than the year prior to that year, the amount to be paid by the Tribe to the City for the current year will decrease by the cost of ten Calls For Service. Likewise, if the Calls For Service for the preceding year decreased more than those of the year prior to that year by 20 to 29 calls, the amount paid by the Tribe for the current year will be decreased by the cost of 20 Calls For Service. If Calls For Service in the preceding year were less than the prior year by a number of 30 or more, the amount owed to the City by the Tribe will be decreased in the same manner as noted above.
 - c. Upon the anniversary date for each year of this Agreement, the Cost of Service for both police and fire department calls for service shall be adjusted to include a proportionate share of any change in personnel costs for such City departments since the prior anniversary date. Increases shall include, but not be limited to increases in salary, incentives, health insurance and PERS costs.
4. Once City police are on-scene on any Call For Service as the first arriving law enforcement presence, they shall have command of that incident. This does not prevent transfer of command by mutual agreement by the on-scene City and Tribal police officers to the on-scene Tribal police officer.
5. The City currently operates a public safety dispatch center but anticipates contracting out those services to Coos County in 2018. Until those services are contracted out the City shall provide the Tribe with dispatching services at no additional cost which will include, but are not limited to:
 - A. A Call For Service will be generated in CAD for all activities received; Officer initiated or reports received via telephone. The calls for service will include a brief description of what the caller is reporting; the caller's current address and call back phone number. Dispatch will document a disposition relating to the call for service that the Officer broadcasts. This information is retrievable through the City's CAD system and can be retrieved for any follow up the Officers may need. Once the call has been completed the call for service sheet will be printed and placed in the designated mail slot in dispatch.
 - B. Officer initiated Calls For Service will be entered into CAD and activity time documented. This will include traffic stops, with vehicle, driver and passenger information being documented. Person stops or casual contacts and patrol checks

will be tracked and any involved persons or vehicles documented. Each morning, the previous day's Agency Log for the Confederated Tribal Police will be sent via email to the designated email address, currently pwilliams@ctclusi-pd.com .

- C. The Coos Bay Dispatchers will run LEDS/NCIC / DMV /OJIN requests. Any CCH requests will be made using the Confederated Tribal ORI.
 - D. The Coos Bay Dispatchers can offer additional assistance and resources to Tribal Officers to include phone numbers, notifications to the jail or other resources when Tribal Officers are unable to make the call themselves.
 - E. As Officer Safety is a top concern, the Tribal officer's radio and phone traffic will be monitored and answered by Coos Bay Dispatch. The Officer's status will be checked frequently. If the officer does not answer or needs assistance, dispatch will know where they are, who they are with, and can direct appropriate assistance as needed.
5. If the City contracts out dispatching services to Coos County or another public safety dispatch service provider during the term of this contract, the Tribe will be responsible for contracting with the service provider for the desired public safety dispatch related services the Tribal police desire.
 6. Any Tribal officer, either on or off duty, may notify the City's dispatch center or dispatch service provider to cancel any response by the City police or fire departments as long as the City's police or fire department has not arrived on scene. Cancelled calls for service by Tribal officers will not be considered as a Call For Services as defined in this Agreement, so long as the cancellation was made prior to a City police or fire officer's arrival on scene.
 7. Mutual aid assistance is defined as providing immediate cover/backup help by one law enforcement officer in one agency to another law enforcement officer of another agency that is normal and customary support and assistance provided between law enforcement agencies. Such requests for this type of assistance do not constitute Calls For Service under the terms of this Agreement.
 8. For any case when the initial investigation cannot reasonably be expected to be completed without follow up investigation by the emergency first responders, those shall be referred for follow up to the Tribal Police Department for the appropriate action.
 9. The Tribe and Tribal police shall develop and implement procedures to maintain copies of cases, whether in paper or electronic form, in a secure manner. The Tribe shall advise the City of these procedures. If the City deems such procedures to be inadequate, the parties shall attempt to arrive at a process/procedure for securing such records which is acceptable to the City. If an agreement cannot be reached in this regard, either party may cancel this Agreement by providing at least 15 days prior written notice of termination.

10. The Tribe agrees to implement procedures to keep private and secure protected health care information consistent with the requirements of the Health Insurance Portability and Accountability Act (HIPPA).
11. The City's police department shall permit the Tribal police to access to the City's Report Management System. This access shall be "read only" or "view only" where no data may be added, modified, deleted, or altered in any way. Access shall be limited to the Tribal Police Department's Chief of Police, it's police officers, and the Tribal Police Department's Administrative Assistant, but only if those persons have successfully passed a background investigation, and had their fingerprints submitted to the Oregon State Police Bureau of Identification as part of the background investigation.
12. The Tribe agrees that the use of the data contained in the Report Management System shall be used solely for legitimate law enforcement purposes. The information shall not be shared with any other person, group, or entity outside of parties identified as being given access as members of the Tribal police department. This non-disclosure of information shall include the Tribal Council of the Confederated Tribes of Coos, Lower Umpqua & Siuslaw Indians, the Three Rivers Casino, and the security organizations for the Three Rivers Casino. The Tribe further agrees that any reports or other documents shall be destroyed when they are no longer needed.
13. The City's police department may temporarily suspend the Tribal police department's access to the Report Management System for any non-compliance with the terms of this Agreement relating to the System. Such suspension would remain in place until corrective action is taken by the Tribal police department. If an agreement cannot be reached in this regard, either party may cancel this Agreement by providing at least 15 days prior written notice of termination. The Tribal police department shall be solely responsible for obtaining any licenses necessary to access or use the City's Report Management System, including any additional costs associated with maintenance agreements which are necessary to access the City's Report Management System.
14. This agreement shall remain in force and effect for a period of five years following the effective date of this Agreement. Unless either Party provides not less than 90 days prior written notice of the termination of this Agreement, this Agreement shall automatically renew on a year to year basis upon the expiration of the five year time period. In any event, either Party has the right to terminate this Agreement upon providing not less than 90 days prior written notice of termination to the other Party. If this Agreement is so terminated, the Tribe shall pay the City for the services provided up to the date of termination for said services.
15. The Tribe agrees to a limited waiver of sovereign immunity with regard to the interpretation and enforcement of this agreement, as well as any allegation of the breach of this agreement.
16. The Tribe certifies that it will comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement, including, but not limited to all applicable requirements of federal and state civil rights rules and regulations.
17. The Tribe shall maintain insurance coverages consistent with "Level 2" of the City's Administrative Directive 6, concerning the provision of liability insurance (Attachment

“A” hereto), as it relates to the activities of the Tribe under the terms of this Agreement.

18. The Tribe hereby agrees to defend, indemnify and hold harmless the City of Coos Bay, its officers, agents and employees from any claims, demands and causes of action, including, but not limited to any seeking compensation for death, injury or damages, arising out of the acts and/or omissions of the Tribal police department, its officers, agents and/or employees, in the context of the City's providing police and/or fire services under the terms of this Agreement.
19. Within the limitations prescribed by the Oregon Tort Claims Act, the City hereby agrees to defend, indemnify and hold harmless the Tribe, its officers, agents and employees from any claims, demands and causes of action, including, but not limited to any seeking compensation for death, injury or damages, arising out of the acts and/or omissions of the City's police or fire departments, its officers, agents and/or employees, in the context of the City's providing police and/or fire services under the terms of this Agreement.
20. Any notice or communication under this Agreement by either Party to the other shall be deemed delivered (a) seventy-two (72) hours after being dispatched by registered or certified U.S. mail, postage prepaid, return receipt requested, or (b) when received if personally delivered, and/or addressed in such other way in respect to either Party as that Party may, from time to time, designate in writing dispatched as provided in this Section. Notice given in any other manner shall be effective upon receipt by the Party for whom the same is intended.
21. No waiver made by either Party with respect to the performance, or manner or time thereof, of any obligation of the other Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver. No waiver by the City or the Tribe of any provision of this Agreement or any breach thereof, shall be of any force or effect unless in writing and no such waiver shall be construed to be a continuing waiver.
22. This Agreement shall be governed by Oregon law, without regard to principles of conflicts of law. Any action or suit to enforce or construe any provision of this Agreement by any Party must be brought in the Circuit Court of the State of Oregon for Coos County or, if the action or suit must be brought in a federal forum, the United States District Court for the District of Oregon in Eugene, Oregon. Each Party, by execution of this Agreement, hereby consents to the in personam jurisdiction of said courts.
23. If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.
24. This Agreement and the exhibits and attachments hereto are the entire agreement between the Parties on the subject matter hereof. There is no other oral or written agreement between the Parties with regard to this subject matter. There are no representations or warranties made by either Party, implied or express, other than those contained in this Agreement.

- 25. Any modifications to this Agreement must be made in writing and executed by all Parties
- 26. Unless approved by the express written consent of the Parties, no assignment of the rights and/or obligations of this Agreement shall be permitted. In the event of any such assignment, the benefits conferred by this Agreement, and the obligations assumed thereunder, shall inure to the benefit of and bind the successors and permitted assigns of the Parties.
- 27. No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

City of Coos Bay

Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians

By: _____
Rodger Craddock, City Manager

By: _____
Mark Ingersoll, Chairman

Date: _____

Date: _____

ATTACHMENT A

CITY OF COOS BAY ADMINISTRATIVE DIRECTIVE

No. 6	Date: July 25, 1997 Revised: February 1, 2011 July 19, 2011	Subject: Insurance Coverage
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Policy Statement

Any company or individual performing work for the City of Coos Bay (hereinafter “the City”) or the City of Coos Bay Urban Renewal Agency (hereinafter referred to as the “the Agency”) shall be required to provide a certificate of insurance to that municipal entity for which the company is to perform such work, and name that entity as an additional insured on the policy of insurance. Any reference in this directive to “City/Agency” or “City’s/Agency’s” shall be in reference to the specific municipal entity with which the company has contracted to perform work.

Specific Directives

1. General Liability shall be a per occurrence form and must cover the time for which the work is being performed.
2. Proof of insurance of not less than the amount required is to be provided. Written notice of cancellation of insurance shall be provided to the City/Agency not less than 30 days prior to the date of cancellation.
3. If the City/Agency is required to use Federal or State insurance policy limits, or is subject to the Federal or State tort claim limits, the limits required through this directive shall be superseded by such limits.
4. If a claim occurs where the amount of the claim exceeds the insurance policy limits required by this directive, the contractor assumes full responsibility for the payment of such claim.
5. *Insurance policy limits shall not be less than those listed in this directive without the consensus of the City Manager, City Attorney and the City Risk Manager of Record. Insurance policy limits may be waived at the discretion of the City/Agency. Insurance policy limits may be required to be higher based upon the City Manager’s review of the specific application for which the certificate is required.*
6. *Tail Coverage”: If any of the required liability insurance is on a “claims made” basis, recipient shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the Contract/Agreement, for a minimum of 24 months following the later of:*
 - (1) *Recipient’s completion of all services and the City’s/Agency’s acceptance of all services required under the Contract/Agreement, or*
 - (2) *The expiration of all warranty periods provided under the Contract/Agreement. Notwithstanding the foregoing 24-month requirement, if recipient elects to maintain “tail” coverage and the maximum time period “tail” coverage is reasonably available in the marketplace is less than the 24-month period described above, recipient shall maintain “tail” coverage for the maximum time period “tail” coverage is reasonably available in the marketplace for the coverage required.*

7. Definitions:

Commercial General Liability: To cover bodily injury, death, and property damage. This insurance shall include contractual liability coverage for the indemnity provided under those listed in the Agreement/Contract, personal and advertising injury liability, products liability and completed operations liability. Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

Professional Liability: To cover error, omission or negligent acts related to the professional services to be provided under the Agreement/Contract.

Automobile Liability: To cover each accident for bodily injury and property damage, including coverage for owned, hired, non-owned, leased, or rented vehicles as applicable. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

Builders Risk: To cover structures being built, temporary structures at the building site, and building materials not yet having become part of the building. The building materials are covered while on the insured location, in transit, or in storage at another location.

Installation Floater: To cover materials, equipment, and personal property while in transit, installation, and until coverage terminates according to the terms of the floater. This coverage can cover the property of others in the contractor's care, custody or control that is often excluded under the contractor's general liability coverage.

Umbrella Liability: To cover excess liability over several of the insured's primary liability policies. An excess liability policy may be what is called a following form policy, which means it is subject to the same terms as the underlying policies; it may be a self-contained policy, which means it is subject to its own terms only; or it may be a combination of these two types of excess policies. Umbrella policies provide three functions:

- (1) To provide additional limits above the each occurrence limit of the insured's primary policies;
- (2) To take the place of primary insurance when primary aggregate limits are reduced or exhausted; and
- (3) To provide broader coverage for some claims that would not be covered by the insured's primary insurance policies, which would be subject to the policy retention.

Most umbrella liability policies contain one comprehensive insuring agreement. The agreement usually states it will pay the ultimate net loss, which is the total amount in excess of the primary limit for which the insured becomes legally obligated to pay for damages of bodily injury, property damage, personal injury, and advertising injury.

Level 1 Insurance Requirements:

Special Events and other events held on City/Agency property require the following insurance policy limits. If alcohol is being served, the insurance policy limits increase to Level 2, except for the requirement to provide Professional Errors and Omissions liability. With the current local OTCA limits (including the limit for property damage or destruction) at \$1,566,700, the City/Agency elects to retain a minimum \$566,700 (7/1/2011 \$633,300 and increasing thereafter pursuant to statute) exposure per occurrence if a claim should occur involving more than one claimant.

<u>Commercial General Liability</u> Per occurrence	\$ 1,000,000
<u>Workers' Compensation</u>	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$ 500,000
<u>Automobile Liability</u> Per occurrence	\$1,000,000

Level 2 Insurance Requirements: Professional services contracts/agreements \$50,000 and under:

<u>Commercial General Liability</u> Per occurrence	\$1,000,000
<u>Professional Errors and Omissions liability</u> Per occurrence)	\$2,000,000
<u>Workers' Compensation</u>	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$ 500,000
<u>Automobile Liability</u> Per occurrence.	\$1,000,000
<u>Umbrella/Excess Insurance</u> Per occurrence	\$ 1,000,000

Level 3 Insurance Requirements: Construction contracts \$50,000 and under:

<u>Commercial General Liability</u> Per occurrence	\$ 1,000,000
<u>Workers' Compensation</u>	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$ 500,000
<u>Umbrella/Excess Insurance</u> Per occurrence	\$ 1,000,000
<u>Automobile Liability</u> Per occurrence.	\$ 1,000,000
<u>Builders Risk Insurance and Installation Floater</u>	See Section 8

Level 4 Insurance Requirements: Professional services contracts/agreements over \$50,000:

<u>Commercial General Liability</u> Per occurrence	\$ 1,000,000
<u>Professional Errors and Omissions liability</u> (Per occurrence)	\$ 2,000,000
<u>Workers' Compensation</u>	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$ 500,000
<u>Umbrella/Excess Insurance</u> Per occurrence	\$ 2,000,000
<u>Automobile Liability</u> Per occurrence	\$1,000,000

Level 5 Insurance Requirements: Construction contracts over \$50,000:

<u>Commercial General Liability</u> Per occurrence	\$ 1,000,000
<u>Workers' Compensation</u>	Statutory Limit
Applicable Federal (e.g., Longshoremen's)	Statutory Limit
Employer's Liability	\$ 500,000
<u>Umbrella/Excess Insurance</u> Per occurrence	\$ 2,000,000
<u>Automobile Liability</u> Per occurrence	\$1,000,000
<u>Builders Risk Insurance and Installation Floater</u>	See Section 8

8. Should the Umbrella/Excess Insurance coverage combined with Commercial General Liability coverage not equal or exceed the minimum combined coverage shown, coverage must be increased to equal or exceed the minimum total coverage limits shown. If there is no Umbrella/Excess Insurance coverage, then the Commercial General Liability, Employers Liability, and Automobile Liability limits must be increased to equal or exceed the minimum total coverage limits shown. The Certificate of Insurance(s) and Endorsement(s) will be a part of the Contract and shall be provided to the City/Agency with endorsement(s) indicating that the Commercial General Liability insurance coverage is in effect which shall be primary and non-contributory with any insurance maintained by the City/Agency and include a per project aggregate (form CG 2503 05/09 or equivalent).

Such certificate(s) and endorsement(s) shall name the City/Agency as an additional insured commercial general liability, automobile liability, and umbrella liability policies. Copies of such endorsements or coverage enhancements **shall be attached to the certificate**. A waiver of subrogation under the workers' compensation and commercial general liability policies shall be provided. Thirty (30) days written notice shall be provided to the certificate holder prior to cancellation or significant modification of coverage. The Certificate of Insurance(s) and Endorsement(s) shall be provided to the City/Agency which will become a part of the Contract. Insurance Coverage provided must be underwritten by an insurance company deemed acceptable by the City/Agency. The City/Agency reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

Contractor will purchase and maintain property insurance for the entire work at the site on a replacement cost basis. Contractor shall obtain, at Contractor's expense, and keep in effect until final acceptance of the work performed under this contract, an Installation Floater or equivalent property coverage for materials, equipment, supplies, and tools to be used for completion of the work performed under this contract. The Installation Floater shall include coverage for testing, if applicable. The minimum amount of coverage to be carried shall be equal to the full amount of this contract. The contractor will be responsible for any applicable deductibles.

9. Non-profits, community groups, and governmental entities that conduct meetings on city-owned property are exempt from the requirements of this administrative directive unless otherwise directed by the City Manager.