

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners

FROM: Chris Goy, Central Services Director

DATE: May 1, 2023

RE: Updated Community Wildfire Protection Plan Contract

STATEMENT OF ISSUE: Jefferson County remains one of the few counties in the State of Washington without a Community Wildfire Protection Plan (CWPP). With risk to wildfire increasing throughout the Pacific Northwest, it is more important than ever for government officials, community stakeholders, and residents of Jefferson County to have knowledge of and access to a robust, data-driven, and easy-to-understand Community Wildfire Protection Plan for the purposes of prevention and risk mitigation wherever possible.

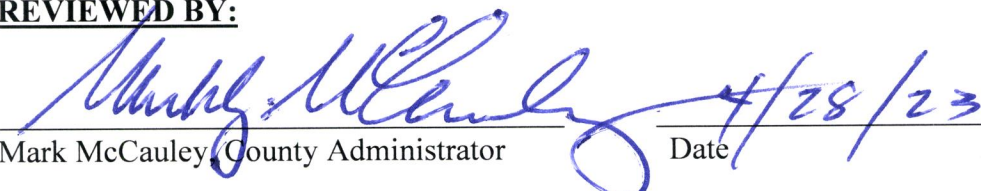
ANALYSIS: According to the Washington State Department of Ecology, “the number of large fires has doubled between 1984 and 2015 in the western United States. These hotter and drier conditions also set the stage for more human-ignited wildfires. For much of the west, projections show that an average annual one-degree Celsius rise in temperature may increase the area burned in a typical year by as much as 600 percent.” By developing a Community Wildfire Protection Plan in partnership with key stakeholders from across the county and in building upon feedback provided through robust community engagement, Jefferson County aims to use a CWPP to lessen the likelihood of future wildfires and increase the likelihood our communities will respond effectively to those that do occur.

Following the Board’s recent passage of contract T3CWPP123, staff was informed by the primary contractor that the contract did not adequately enumerate the subcontracted services of a vendor providing evacuation modeling services; a feature enthusiastically requested by local fire department leadership. The primary contractor has since fully clarified their scope of work to incorporate all terms of service and costs associated with the subcontractor for this important work. The total costs incurred by Jefferson County remain unchanged.

FISCAL IMPACT: One hundred sixty-seven thousand four hundred eighty-one dollars and zero cents (\$167,481.00).

RECOMMENDATION: Approval of the attached contract and cancellation of the previously-passed contract (T3CWPP123).

REVIEWED BY:



Mark McCauley, County Administrator Date 4/28/23

PROFESSIONAL SERVICES AGREEMENT WITH

THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into by and between Jefferson County (County) and SWCA Environmental Consultants (Consultant), upon the following terms and conditions.

1. Project Designation. The Consultant is retained by the County to assist the County with Economic Development.
2. Scope of Services. Consultant agrees to perform the services identified on Exhibit "A" attached hereto including the provision of all labor.
3. Time for Performance. This Agreement shall commence April 18, 2023 and continue until work is done. Work performed consistent with this Agreement during its term, put prior to the adoption of this Agreement, is hereby ratified. The Consultant shall perform all services pursuant to this Agreement as outlined on Exhibit "A". Time is of the essence in the performance of this Agreement.
4. Payment. The Consultant shall be paid by Jefferson County for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$167,481, in accordance with Section B. of Exhibit A, without express written modification of the Agreement signed by each Party.
 - b. Invoices must be submitted by the 15th of the month for the previous month's expenses. Such invoices will be checked by the County, and upon approval thereof, payment will be made within 30 days to the Consultant in the amount approved. Failure to submit timely invoices and reports pursuant to Exhibit B of the Agreement may result in a denial of reimbursement. Invoices not submitted within 60 days may be denied.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly once the County verifies completion of the work and submittal of reports under this Agreement and acceptance by the County.
 - d. Consultant shall provide invoices and necessary backup documentation for all services including timesheets and statements (specifying the services provided). Any indirect charges require the submittal of an indirect cost methodology and rate using 2 C.F.R. Part 255 and 2 C.F.R. Part 230.
 - e. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All non-confidential or de-identified documents, drawings, specifications, and other materials produced by the Consultant in connection

with the services rendered under this Agreement shall be the property of the County whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. Consultant shall not be held liable for reuse of documents or modifications thereof, including electronic data, by the County or its representatives for any purpose other than the intent of this Agreement.

6. Compliance with laws. Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.
7. Audit. Upon request, Consultant will submit their most recent financial information.
 - a. Upon request the County shall have the option of performing an onsite review of all records, statements, and documentation.
 - b. If the County finds indications of potential non-compliance during the monitoring process, the County shall notify Consultant within ten (10) days. The County and Consultant shall meet to discuss areas of contention in an attempt to resolve issues.
8. Indemnification. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine this Agreement is subject to RCW 4.24.115 if liability for damages occurs arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Consultant's liability, including the duty and cost to defend, shall be only for the Consultant's negligence. It is further specifically understood that the indemnification provided 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. This section shall survive the expiration or termination of this Agreement.
9. Insurance. Prior to commencing work, the Consultant shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.
 - a. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the County named as an additional insured in

connection with the Consultant's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.

- b. Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - i. Broad Form Property Damage, with no employee exclusion;
 - ii. Personal Injury Liability, including extended bodily injury;
 - iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;
 - iv. Premises – Operations Liability (M&C);
 - v. Independent Consultants and subcontractors;
 - vi. Blanket Contractual Liability.
- c. The County shall be named as an “additional named insured” under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.
- d. Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- e. The Consultant shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of overage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and their elected officials, officers, and employees; and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County are “additional insureds” to a policy obtained by the Consultant refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.
- f. Failure of the Consultant to take out or maintain any required insurance shall not relieve the Consultant from any liability under the Agreement, nor shall the

insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.

- g. The Consultant's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.
- h. Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.
- i. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Consultant.
- j. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- k. Insurance companies issuing the Consultant's insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.
- l. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Consultant until the Consultant shall furnish additional security covering such judgment as may be determined by the County.
- m. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Consultant must provide in order to comply with this Agreement.
- n. The County may, upon the Consultant's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Consultant.
- o. The Consultant's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.

- p. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- q. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- r. The Consultant shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.
- s. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- t. The Consultant shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the County.
- u. The Consultant shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- v. The County reserve the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

10. Worker's Compensation (Industrial Insurance).

- a. If and only if the Consultant employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Consultant, the Consultant shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to the County, upon request.
- b. Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.
- c. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.

- d. The Consultant expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.
 - e. If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Consultant.
11. Independent Consultant. The Consultant and the County agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant specifically has the right to direct and control Consultant's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to County employees. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
12. Subcontracting Requirements.
- a. The Consultant is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. The Consultant assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.
 - b. Every subcontractor must agree in writing to follow every term of this Agreement. The Consultant must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The County must approve any proposed subcontractors in writing.
 - c. Any dispute arising between the Consultant and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Consultant's performance required by this Agreement.
13. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other

consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, sexual orientation, material status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
15. No Assignment. The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
16. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
17. Termination.
 - a. The County reserves the right to terminate this Agreement at any time without cause by giving ten (10) days written notice to the Consultant. Consultant may terminate this Agreement at any time without cause by giving (10) days written notice to the County.
 - b. The County shall give the Consultant written notice and a reasonable opportunity to cure before this Agreement is terminated for cause.
 - c. In the event of the death of a member, partner, or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the County, if the County so chooses.
 - d. The County reserves the right to terminate this contract in whole or in part, with 10 days' notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.
18. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the Parties shall be sent to the following addresses:

Jefferson County Risk Manager
P.O. Box 1220
Port Townsend, WA 98368

Notices to Consultant shall be sent to the following address:

Name: SWCA Environmental Consultants
Address: 1800 NW Upshur St, Ste. 100, Portland, OR 97209

19. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between the County and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Consultant ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Consultant, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.
20. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Consultant.
21. Disputes. The Parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the County representative listed in Section 18., whose joint decision in the matter shall be final, but shall be subject to judicial review. If either party deems it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The Parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the respective Superior Courts in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
22. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. The Consultant shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), the Consultant agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Consultant further agrees that upon receipt of any written public record request, Consultant shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

SWCA Environmental Consultants

Board of County Commissioners
Jefferson County, Washington

By: _____
Greg Brotherton, Chair Date

By: Amanda Childs
SWCA Environmental Consultants

Date: 4/24/2023

By: _____
Kate Dean, Commissioner Date

By: _____
Heidi Eisenhour, Commissioner Date

SEAL:

ATTEST:

Carolyn Gallaway Date
Clerk of the Board

Approved as to form only:

P. C. Hunsucker April 28, 2023
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

EXHIBIT A

The following has been copied from an RFP response submitted to the County on March 10, 2023 as an application for this work.

PROJECT APPROACH AND METHODOLOGY

A. PROJECT UNDERSTANDING

The SWCA Environmental Consultants (SWCA) Team will work with Jefferson County to understand the County's needs and adapt and finalize the approach for the countywide Community Wildfire Protection Plan (CWPP). Our project understanding and approach will meet the County's top priorities, goals, and objectives while also accounting for unique conditions and land use differences between various land management entities. SWCA has used our professional experience and judgement to craft a scope of work that will align with guidelines for CWPPs set forth in the 2003 Healthy Forests Restoration Act. We propose to develop one countywide document that provides assessments for the communities identified in the request for proposals (RFP). We have proposed tasks within the Phase structure outlined in the RFP. This scope deviates from the scope outlined in the RFP; however, we are confident that our almost two decades of experience developing CWPPs across the country will result in a technical and digestible high-quality CWPP that is backed by rigorous science, community engagement, and diverse collaboration. While we are engaged on other projects, we are managing our workload accordingly and have the staff necessary to meet the needs of this project.

B. PROJECT METHODOLOGY AND DELIVERABLES

PHASE 1: DISCOVERY

Task 1. Kick-off Meeting and Identify Advisory Group Membership

SWCA will convene a virtual project kick-off meeting with the County lasting up to one (1) hour. The purpose of this meeting is to introduce the SWCA Team, collaboratively identify the project's County-wide Wildfire Advisory Working Group ("Advisory Group"), discuss the strategic planning process and Jefferson County Board of Commissioners ("Board") objectives, outline the roles and responsibilities for the project, and establish a preliminary schedule. SWCA will schedule and host the meeting, develop a PowerPoint, invite attendees, and take notes. SWCA will deliver the final work plan and project schedule within 14 business days of the meeting. Developing strategic partnerships early in the project will also enable involved parties to effectively implement and collaborate on cooperative land management projects within County lands once the CWPP is adopted. With land managers in the County spanning local, state, and federal jurisdictions, working together to understand each other's needs and barriers opens opportunities for cooperative planning accomplishments. Key partnerships and jurisdictional overlap can be identified, which will aid in effectively implementing future projects. Examples of beneficial outcomes brought forth by effective partnerships are the acquisition of strategic funds, assistance in the implementation of landscape-scale treatments, and guidance to complete resource-intensive management objectives.

SWCA will work closely with County representatives to identify additional members of the Advisory Group. In addition to representatives from the City of Port Townsend, Jefferson County, Jefferson County Fire Districts, and the County Forestry consultant, SWCA recommends a diverse and collaborative team with representatives from the following communities: Bridgehaven, Brinnon, Cape George, Chimacum, Discovery Bay, Irondale, Kala Point, Marrowstone, Port Hadlock, Port Ludlow, and Quilcene. We recognize the County's preference for collaborative engagement and will leverage a diverse Advisory Group to construct a CWPP that addresses the needs of communities and individuals across the County. Care will be taken to manage the size of the Advisory Group for the sake of efficiency and maintaining strong working ties. The Advisory Group will be responsible for contributing necessary data, reviewing SWCA's risk assessment, and developing project recommendations. An Excel spreadsheet documenting items reviewed will also be prepared to inform the Advisory Group of our progress. The Advisory Group meetings are discussed in more detail under Phase 2 below.

Task 1a. Conduct Stakeholder Interviews

Per Advisory Group guidance, SWCA will conduct four separate 30-minute-long virtual interviews with stakeholders and decision makers representing leadership in the project area who may include the Board, county staff, local government chief executives, and the Department of Emergency Management. The interviews will help identify potential partners or collaboration opportunities, as well as project needs and mitigation strategies. Additionally, stakeholder groups such as local conservation districts, watershed groups, land trusts, and other land management agencies will have the opportunity to engage with the planning process through communications with Advisory Group representatives, public outreach, a comment period, and web surveys.

Task 2. Data Gathering and Management

SWCA will work with the Advisory Group to gather relevant data for the CWPP. SWCA will prepare a broad planning summary of Jefferson County's past and current wildfire preparedness and mitigation strategies that will support the development of the CWPP and help inform recommendations. SWCA will complete a search of previous planning efforts such as the Jefferson County 2016 Hazard Mitigation Plan to reduce redundancies and support CWPP authorship. Existing mapping services such as Washington State's Fire Prevention and Fuel Management Mapping System, Forest Practices Application Mapping Tool (FPAMT), and the U.S. Forest Service's (USFS's) Wildfire Risk to Communities mapping website will be reviewed for pertinent information and data. SWCA will use a combination of ESRI software and Microsoft Office Suite applications to compile and organize data to ensure that the County can edit and comment on all data sets and products. If the County has specific recommendations for additional tools, those will be incorporated into our data gathering process. To facilitate easy file transfers, SWCA will establish a project SharePoint site to share research data, the initial draft CWPP outline, and other requested project components from the Advisory Group. SWCA will ensure industry standards are met for documenting methods and results of all analysis and technical work so that results are reproducible.

PHASE 2: MEET AND RETREAT

Task 4. Host Advisory Group Meetings

SWCA has led and facilitated hundreds of multi-stakeholder meetings to guide the development of CWPPs. We prepare for each meeting by reviewing related data and information, consider the best way to frame important issues for group discussions, and describe how the steps of the planning process can move the County forward in achieving their goals. In our meetings, we strive to communicate clearly, engage in open discussions, and then ask the members of the Advisory Group to make meaningful decisions. This approach allows each team member to understand their role, how their unique concerns will be addressed, and how this project is driven by them.

SWCA will also facilitate three Advisory Group meetings through several stages of the project development process, with two being held virtually and one taking place in person. If it is decided that holding all meetings virtually will allow for the best use of project funds, that option can be accommodated while still meeting project objectives. The Advisory Group meetings will range from approximately 2 to 6 hours in length and will provide the Advisory Group with updates on critical project components and opportunities to discuss relevant considerations. SWCA will be responsible for meeting coordination and scheduling, creating PowerPoints, providing agendas, recording meeting transcripts, taking meeting notes, and distributing notes and action items within 1 week after the meetings.

Advisory Group Meeting 1 (Virtual): During the first Advisory Group meeting, SWCA will provide an overview of initial lessons learned and recommendations based on our review of previous efforts, existing plans, and survey results. The purpose of this meeting is to identify planning considerations, management objectives, priority project areas, and desired focus areas for mitigation treatment recommendations. Prior to the meeting, SWCA will administer a survey to Advisory Group members to gather input on the valuable landscapes and resources that are at risk within the planning area. Results from the survey will be used to guide the meeting discussion. Success for this first meeting will be achieved through collaborative discussion regarding the project schedule and goals, compiling public engagement strategies, fluid data sharing, and continued communication beyond scheduled meetings.

Advisory Group Meeting 2 (In-person): The purpose of Advisory Group Meeting 2 is to review the risk analysis and develop risk reduction recommendations in a workshop setting. Using this risk assessment, SWCA will facilitate a process to identify areas of focus within the County, both immediate and those of potential concern over time. Once these areas have been determined, SWCA will work collaboratively with the Advisory Group to establish mitigation recommendations that will best address the identified challenges and opportunities. To help direct conversations, the project methodology will be outlined and described in a detailed manner with the goal of maximizing project comprehension across varying levels of technical experience and specialization within the Advisory Group. Maps, flipcharts, and blank recommendation tables will also be available as resources for Advisory Group members.

Advisory Group Meeting 3 (Virtual): The purpose of Advisory Group Meeting 3 is to discuss the draft CWPP and allow the Advisory Group to provide feedback. SWCA will distribute a draft of

the CWPP 2 weeks prior to the meeting to allow time for review and comment. The meeting will be convened to review and discuss suggestions or comments on the CWPP in a group setting. SWCA will document the Advisory Group's final comments and will incorporate any changes to the CWPP prior to public review.

Task 3. Establish Community Base Maps

In collaboration with the Advisory Group, SWCA will establish community base maps for the CWPP. The maps will present information that includes population centers and jurisdictional boundaries, highly valued natural, cultural, and socioeconomic resources and assets, ingress and egress routes, land ownership boundaries, critical infrastructure, fire history, and previous fuels treatments. Notably, SWCA, with input from the Advisory Group, will also delineate community Wildland Urban Interface (WUI) boundaries to inform project prioritization determinations. All CWPP map products will be built in an ESRI web mapping application for easy dissemination to the County and all Advisory Group members.

Task 4a. Host Public Engagement Meetings

SWCA suggests hosting four (4) in-person public outreach events (with a virtual option) that are designed to incorporate residents' perceptions about wildfire risk and mitigation efforts into the planning process. SWCA is experienced in presenting highly technical material in a manner that is digestible to a diverse audience. Any of these public engagement meetings will have the option of being held remotely if it is decided to be the best use of resources, with in-person meetings lasting up to 2 hours and virtual meetings lasting up to 1 hour. These meetings will be held regionally, with one for North Jefferson County (Port Townsend), one for Tri Area (Port Hadlock, Irondale, Chimacum), one for South County (Quilcene, Brinnon, etc.), and one for Port Ludlow.

For all meetings, SWCA will develop agendas, establish Zoom or other virtual log-in links (if virtual), and develop marketing materials, PowerPoint presentations, maps, and interactive content to engage community members in discussions around wildfire planning.

For the scheduled in-person events, SWCA will work with the County during contracting to determine the best format given the circumstances and resources available. SWCA assumes the County will secure meeting venues. SWCA will develop a variety of printed marketing materials like maps, sign-in sheets, comment forms, and posters. In-person events will be open-house style where SWCA subject matter experts and Advisory Group members will be dispersed throughout the space to interact with attendees. Stations for each of the three core principles outlined in the National Cohesive Wildland Fire Management Strategy (resilient landscapes, fire-adapted communities, and safe and effective wildfire response) will be set up to guide conversations.

To maximize community attendance, all four of the public engagement meetings will be held outside of normal working hours (e.g., after 4:00 p.m.), and if requested by the County (for an additional fee), SWCA will translate meeting materials into Spanish to enhance engagement across demographics. SWCA will advise the County on strategies for promoting the meetings and provide material to distribute through the mediums they see fit and know to be popular with

residents. The Advisory Group and community members will have the option of reviewing and commenting on CWPP documents during the draft review period. These options allow community members who are not able to attend the public meetings to review project information, provide comments, and ask questions. Any questions or comments received during the review period will be reviewed and incorporated into the final plan if possible.

PHASE 3: DOCUMENT AND REVIEW

Task 5. Develop a Community Risk Assessment

A significant component of the CWPP will be the development of a digital and written community risk assessment. SWCA recognizes the Board's desire to complete the risk assessment process by the end of the summer and will work closely with the Advisory Group to identify high-priority communities that will be the initial focus of the Community Risk Assessment and/or on-the-ground structure assessments. SWCA proposes an optional addition to the community risk assessment consisting of on-the-ground structure and infrastructure risk assessments (see optional Task 5B). SWCA will conduct a preliminary desktop analysis of the County to identify wildfire risks and hazards for the purpose of identifying high-priority communities that would benefit from an on-the-ground risk assessment. Upon Advisory Group approval, on-the-ground risk assessments will be completed on a community scale, during the same week as Advisory Group meeting 2, in the interest of saving on travel and lodging costs.

The community risk assessment will use existing local planning data (see Task 2) and externally sought spatial data (see Task 3) to create a comprehensive Jefferson County community risk assessment. The process will culminate in the assessment being used to identify and assign risk categories (e.g., high, medium, and low) to landscapes and WUI communities based on expected wildfire risk. This process is unique to wildfire risk assessments and along with Tasks 2 and 6 will cover items addressed in a traditional Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis. The primary components of this risk assessment will be fuel hazards and fire behavior, fire history and ignition, and infrastructure. Methodologies will be documented in detail and are described below.

Determine Wildfire Fuels Hazards and Model Fire Behavior

To inform our risk assessment, baseline fuels data (the 40 Scott and Burgan Fire Behavior Fuel Model) will be obtained from the most recent national LANDFIRE database. If needed, additional data may be obtained from the Washington Department of Natural Resources Geographic Information System (GIS), Jefferson County's GIS, and the USFS's Wildfire Risk to Communities database. Accurate assessment of potential fire behavior will be achieved using fire behavior models housed within the Interagency Fuel Treatment Decision Support System (IFTDSS) (e.g., BehavePlus, FARSITE, and FlamMap) that help determine the magnitude of fire behavior parameters—flame length, rate of spread, fireline intensity, landscape burn probability, ember exposure, and crown fire potential—across landscapes. Additional spatial data from the USFS's Wildfire Risk to Communities, such as vulnerable populations and burn probability, will be integrated as necessary. We will also be conducting a review of Washington State's Fire Prevention and Fuel Management Mapping System for data to be included in the analysis. Our risk assessment will include an analysis of the fuels within the project area as well as a fire

behavior model derived from IFTDSS using a 97th percentile weather scenario for the purpose of simulating extreme fire weather conditions. Before model results are finalized, outputs will be calibrated and reviewed through discussions with the Advisory Group to ensure that results account for local fuels, topography, and fire history conditions.

Assess Fire History and Ignition Risk

SWCA is aware of recent fires in Jefferson County, including the 2015 Paradise Fire, and will provide a detailed analysis of the area's fire history and assess future ignition risk. This will include a discussion of the County's historic fire regime. SWCA will also utilize the IFTDSS burn probability function to determine the potential for ignition and wildfire spread across landscapes within the County. Parameters such as location, topography, ignition source, size, fuel, and severity of past wildfires will be incorporated into our analysis, and our modeling procedure will produce a composite wildfire assessment that rates land as having a high, medium, or low risk of wildfire. The assessment will be used to prioritize areas for treatment recommendations.

Firefighting Capability and Wildfire Readiness

The CWPP will include an analysis of existing firefighting capability and the fire protection district's current preparedness to respond to wildfires. We will provide recommendations for improving firefighting capability and wildfire readiness through the development of the CWPP. Our team will encourage the Advisory Group to provide input on local wildfire preparedness for the purpose of identifying vulnerable areas that require solutions and priorities for action. The final CWPP will support future funding and grant efforts for firefighting operations across the County.

Assessment of Other Community Values at Risk

Our team will encourage community involvement through the public outreach process to develop a list of community values at risk within or adjacent to the WUI within the County, including natural resources such as Olympic National Park and the County's four Water Resource Inventory Areas. SWCA realizes the value of Jefferson County's natural resources and the revenue that is generated from tourism around the natural environment. Thus, we will identify and document these economically important recreation and cultural resources that are valued by the communities and analyze wildfire impacts on the County's natural resources such as forests, rangelands, aquatic resources, and watersheds, as well as impacts on critical wildlife habitat, recreational sites, places of cultural or historical significance, critical infrastructure, and residential properties in the WUI. These will be prioritized when formulating treatment recommendations, and SWCA will consult with federal and state land management agencies throughout this process.

Task 5a (Optional) On-the-Ground Structural Hazard Assessments

SWCA recognizes the County's limited resources and will work with the Advisory Group to evaluate the need for on-the-ground hazard assessments in high-priority communities. Results

from these assessments typically reveal important information about ingress-egress, building construction, defensible space, and fire response access that cannot be determined from a desktop analysis. If chosen, the assessments will be a primary driver of identifying high-priority community mitigation measures. If needed, we will use the 2013 National Fire Protection Association 1144 Standards for Reducing Structure Ignition Hazards from Wildland Fire (1144 on-the-ground assessment). Using our collaboratively delineated WUI map, the assessment will evaluate various factors related to wildfire risk in structural environments, including construction materials, defensible space, fuels, proximity to organized fire response, ingress and egress routes, and topography. Our team will use a digital form and web application using Survey123 and ESRI Field Maps to survey, capture, and document wildfire hazards across the decided-upon study areas. SWCA has used this technology in ecosystems and communities across Colorado, Alaska, and California to accurately collect, analyze, and report on field data for CWPP projects. All field data will be shared with the County upon completion of the project.

Task 6 Develop Mitigation Strategies and Actions

SWCA and the Advisory Group will engage in collaborative discussions around the modeled risk-hazard analysis and (if opted for) 1144 on-the-ground assessment data to delineate potential landscape-scale fuel treatment areas and communities/essential infrastructure in need of structural ignitability treatments. SWCA firmly believes in responding to identified risks with the development of achievable, actionable, and realistic wildfire prevention measures that can be acted on by all County community members to prevent devastating local wildfires. Therefore, our conversations will culminate in the production of an action plan, the heart of which will be a breakdown of fire mitigation solutions and the stakeholders who are responsible for implementing them. Prior to drafting the recommendations, SWCA will review and assess existing mitigation measures in the planning area and use those as a starting point for Advisory Group conversations.

The recommendations will include manual, mechanical, and cultural treatment projects (thinning, grazing, ditch maintenance, mowing, prescribed fire, prescribed herbivory, etc.) in forested and grassland ecosystems throughout the County, high-level recommendations for necessary building code updates (see below), and homeowner-scale wildfire mitigation recommendations. The plan will also provide strategies for increasing community wildfire preparedness engagement by involving neighbors, homeowner associations, and the public, as well as expected timelines and costs for task completion, task priority, methodologies and theories behind approaches, and contact information for useful resources. SWCA will work closely with the Advisory Group to build into the plan appropriate funding sources for each recommendation such as state and federal grants, an example being the Building Resilient Infrastructure and Communities (BRIC) grant available through the Federal Emergency Management Agency and the Community Wildfire Defense Grants (CWDGs) available through the USFS.

To facilitate the CWPP's integration with national fire policy and funding sources and ensure Washington State Forester approval, the action plan will align recommended mitigation tasks with the following three main goals of the National Cohesive Wildland Fire Management Strategy:

1. **Resilient Landscapes:** The action plan will focus on recommendations for hazardous fuels reduction actions to reduce landscape-scale wildfire threats. Recommendations will include priorities, types, and methods of treatment on public and private land to protect forests, communities, and infrastructure.
2. **Fire-Adapted Communities:** The action plan will focus on recommendations for actions to prevent structural ignitability (e.g., defensible space) and provide public education and outreach. This could include recommendations on wildfire mitigation policies and standards, protecting highly valued resources and assets, and fostering strategic coordination.
3. **Safe and Effective Wildfire Response:** The action plan will focus on recommendations that address firefighting capability and wildfire readiness in all communities, including possibilities for improving emergency egress, response access, and emergency evacuation systems.

Recommendations for Building Code Updates

SWCA will be partnering with Justice Jones and Jerry McAdams, who will be working as trusted subconsultants during the CWPP drafting process. Mr. Jones and Mr. McAdams will be providing their decades of expertise in structural and wildland fire to help guide the County in recommendations for future adoption of building codes to address structural ignitability and home hardening. Both Mr. Jones and Mr. McAdams have consulted with counties and municipalities on the appropriate use of building codes to guide the mitigation of wildfire-related losses and will bring this experience to bear in the development of the CWPP.

PHASE 4: APPROVE AND LAUNCH

Task 7. Draft CWPP

On route to preparing a comprehensive draft CWPP in accordance with the project schedule (Table 3), if requested, SWCA will provide the Advisory Group with a draft outline of the CWPP for one round of revisions by the Advisory Group. Additionally, the draft recommendation matrices (see Task 6) will be provided within 4 weeks of the second Advisory Group meeting for one round of revisions by the Advisory Group. The completed draft CWPP will include project background, methods, results (risk assessment and Action Plan), and reference components and will be submitted electronically to the Advisory Group 2 weeks before the third Advisory Group meeting. This will trigger a review and comment period for Advisory Group members. SWCA will then facilitate Advisory Group meeting 3 to present the revised draft CWPP and discuss revisions. The public will also be invited to provide written comments on the draft document during a public review period following the third Advisory Group meeting.

Task 8. Final Draft Delivery

Following the draft review, SWCA will incorporate appropriate feedback into the final CWPP. Following revisions, SWCA will then deliver a final electronic CWPP to the County and present findings to the Board of County Commissioners. We will also deliver all GIS files used to create maps, formatted for use in ESRI software suite. SWCA has experience presenting CWPP project information to councils and other elected officials both virtually and in person. We use our

communication skills and technical knowledge to concisely give project background information, identify goals and objectives, and gain buy-in from diverse audiences. We encourage the following entities to attend the presentation: Advisory Group members, government partners, community stakeholders, and business leaders.

SWCA will present the final draft of the CWPP to the Board for approval. We have outlined the cost of an in-person presentation versus a virtual presentation, so the County can select the option that works best for the Board, while having the option of saving on travel costs.

PHASE 5: OPTIONAL TASKS:

Task 9. Development of Esri Hub Site, Story Map, and Project Tracker

SWCA has substantial experience in developing Esri Interactive story maps for public engagement. Our team will develop an Esri hub site (similar to a website) and story map that will create a highly functional, easy-to-use interface to tell the story of place and people's values in a way that illustrates data-rich, science-based information. The hub site forms the landing page for the project and provides links to the story map and other important content (e.g., public meeting announcements and the community survey). The story map serves as a place where residents can access project recommendations, interact with baseline mapping and risk assessment information, and seek mitigation measures they can take in and around their properties. Working with the County, the hub site can be integrated into other existing resources for visitors to the County, helping educate and inform nonpermanent residents about hazards and emergency protocols for the area.

The hub site deliverable will include SWCA's unique project tracking application that will ensure the CWPP remains sustainable and wildfire mitigation projects proposed in the plan are brought to fruition during plan implementation. The project tracking application will enable the County to track fuel treatment projects and accomplishments as well as identify hurdles to progress. It will provide real-time updates and the ability for multi-agency coordination and collaboration well after the completion of the CWPP project. Internally (within the County) the tracking system has the potential to host a project database, track funding, provide for improved agency delegation, host spatially delineated working areas, and more. Externally (facing the public), the project tracker provides the ability to display statistics such as acres treated or dollars spent, demonstrating progress towards the goal of wildfire resilience.

The story map can be implemented as a platform for collaborative efforts in the event that Advisory Group meetings must be held virtually, and it can also provide interactive information to stakeholders and constituents about the development of the CWPP. The hub site is an excellent platform to notify the public about opportunities for involvement and comment submittal. The story map can host the CWPP for review and house a comment submittal form during public review. Furthermore, links to the hub site and story map can be shared on community and agency websites and social media to maximize circulation. The final story map deliverable will house the fully executed final CWPP and will be delivered following completion of the CWPP project.

For a successful story map, SWCA may require that our GIS specialists be provided access to the County ArcGIS online account and that the story map will therefore originate from and be

maintained through the County account. Alternatively, SWCA can develop the story map on our ArcGIS online account and transfer the product upon completion of the project. Throughout development, SWCA's GIS team will make the story map available to the County and Advisory Group to review the design, functionality, and content to support the initial roll-out of the web mapping application.

Task 10. Evacuation Modeling and Planning

SWCA has an existing partnership and license to use evacuation modeling software for robust evacuation planning and modeling with Ladriss technologies (Ladriss) and proposes an optional task to use this modeling approach. If approved, SWCA will work with the Board and County to determine costs, and evacuation modeling can be implemented as an optional second phase of the project. The SWCA Team will work with Jefferson County Emergency Management to determine the best approach for evacuation planning to support the CWPP.

Ladriss

SWCA has a strong working relationship with Ladriss to incorporate evacuations analysis with stakeholder outreach in comprehensive community planning across the United States. Emergency managers, fire departments, law enforcement, and consultants use Ladriss to model evacuation times and traffic levels for millions of "what-if" disaster scenarios. By enabling emergency managers to plan more efficiently and in greater detail, Ladriss enhances and allows more time for community preparedness and resilience. Evacuation modeling can identify areas of concern, evaluate strategies to reduce evacuation times, assess key infrastructure improvements, prioritize areas needing mitigation, and bring critical awareness and education to the community about real situations where they live. With Ladriss, users can dynamically model the impacts of seasonal tourism, population influx, and changes in the number of heavy vehicles, including RVs, on evacuation times and traffic conditions year-round. These assumptions can be modeled down to the individual address level and modified to account for any type of "what-if" scenario that might occur, making Ladriss an ideal choice for communities seeking to mitigate hazards associated with tourism during peak disaster seasons.

Every community is different, and Ladriss' modeling empowers cities and counties to plan for their own unique evacuation situations, educate key stakeholders, and mobilize local communities. Ladriss' software facilitates stakeholder outreach via a public-facing component, helping emergency services professionals and leaders mobilize their communities in advance, educate key stakeholders ahead of time, and prepare for the magnitude of real evacuation events.

We can work with the County to incorporate Ladriss' Operator Evacuations Modeling Platform into our hazard and risk assessment for the planning area. This information can help better inform final map products and prioritize mitigation measures.

SWCA would be happy to schedule a demonstration for the County to learn more about the Ladriss software and how it could be integrated into the CWPP.

ASSUMPTIONS

- Deliverables produced by SWCA under Tasks 1 through 7 will be sent to the Advisory Group for one round of comments. Comments will be incorporated by SWCA, at which point the deliverable will be considered final.
- The three Advisory Group meetings will be held with the Advisory Group and up to two SWCA attendees. Meetings 1 and 3 will be virtual, and meeting 2 will be in person.
- The four public engagement events under Task 2 will be held with up to two SWCA attendees.
- Four public engagement events will be held in person with a virtual option. The duration of the meetings will not exceed 2 hours.
- In order to meet the aggressive project timeline and to consolidate travel costs, Advisory Group meeting 2, the in-person public engagement meetings, and the optional on-the-ground assessments will need to be completed during one SWCA team mobilization.
- The County is responsible for reserving spaces to hold public meetings. SWCA will assist in recommending appropriately sized and logistically sound venues.
- SWCA is responsible for creating promotional material for public meetings, and the Advisory Group is responsible for printing and distributing that material for the public.
- No major changes will be requested to the format or content of the CWPP after the initial outline has been approved by the Advisory Group. Major changes to the format or content after the Advisory Group outline review has been completed may require additional funds and extend the timeline for final deliverables.
- Data provided to SWCA during the project will not change once received. In the event of a fire occurring during the project period, SWCA and the County will consult and agree upon any necessary changes to the deliverables, scope, and budget as needed. If changes to the deliverables as a result of a fire are necessary and desired, a scope and budget for the work will be prepared by SWCA at that time.
- No major changes requiring additional data collection, analysis, or re-analysis will be needed after the community risk assessment (Task 5) has been completed.
- The Advisory Group will provide one round of comments on the fire behavior models and all mapping products, after which SWCA will incorporate comments and the modeling outputs and maps will be considered final.
- SWCA assumes that there will be no more than 100 public comments on the draft plan. If more comments are received, budget and schedule changes may be needed.
- All data requests will be filled within 3 weeks of request. Data received outside this time frame may trigger budget and/or schedule changes.
- WUI delineations will not change after they are approved by the Advisory Group.
- Inclement weather, property access, and other external factors will not delay the 1144 on-the-ground assessment. It is assumed the 1144 on-the-ground assessment can be completed in 2 to 3 days.

- All deliverables will be in an electronic format, except the outreach event(s) materials and printed materials for Advisory Group meetings. All digital files will be delivered using SWCA's SharePoint software unless otherwise requested by the County.
- There will be no more than one final presentation. This will be virtually or in person (optional task) at the discretion of the County Board of Commissioners.
- The County is responsible for gathering all required signatories for the CWPP.
- This project will be completed upon notice of completion.

C. ROLES AND RESPONSIBILITIES

SWCA recognizes that the success of this project requires a team that is available, dedicated, and qualified; we make the commitment now to ensure that all project needs are met within the County's budget and schedule. The following organizational chart details the roles and responsibilities for each key team member.

Table 1. Roles and Responsibilities

Emily Geery, Project Manager

- Point of contact for Jefferson County
- Lead all agency/contractor meetings
- Oversee development of the CWPP and QA/QC of all deliverables
- Assist Jefferson County review team document approval process
- Participate in and facilitate meetings with the County, the Wildfire Advisory

Working Group, Board of County Commissioners, and key stakeholders

- Facilitate public involvement engagement
- Manage schedule and budget

Breanna Plucinski, Assistant Project Manager

- Secondary point of contact for Jefferson County
- Technical authors and planners
- Lead task tracking and execution
- Assist Project Manager in execution of meetings and public engagement
- Assist with managing schedule and budget

Victoria Amato, Technical Advisor and QA/QC

- Ensure the CWPP meets the objectives for the project
- Design and execute stakeholder interviews
- QC of all interim and final deliverables to ensure consistency

Montiel Ayala, Fire Planner

- Technical author and planner

Liz Hitzfelder, Fire GIS

- Develop maps and ESRI web mapping application

PRICING NARRATIVE

To provide the County with the best possible value, and reflecting SWCA's commitment to the environment, we have reduced our standard staff billing rates for Emily Geery and Victoria Amato by 5%, removed our standard communication fee, and reduced our subcontractor markups by 5%. Not only will this provide a price- break for the County, but it also aligns and holds true to one of our founding and core services—climate resilience.

Table 1. Pricing Narrative for the Jefferson County CWPP

TASK	LABOR HOURS	LABOR \$	EXPENSES \$	TOTAL
Project Management and Administration	27	\$3,752 3865		\$3,752
Task 1: Kick-Off	52	\$6,903		\$6,903
Task 2. Data Gathering	140	\$17,455		\$17,455
Task 3. Base Maps	28	\$3,256		\$3,256
Task 4a- Advisory Group Meetings	116	\$15,870	\$3,945	\$19,815
Task 4b- Public Meetings/Outreach	88	\$12,386	\$690	\$13,076
Task 5. Risk Assessment- Desktop	40	\$4,835		\$4,835
Task 5a. Risk Assessment – On-the-Ground Structural Hazard Assessments (OPTIONAL)	84	\$10,495	\$5,699	\$16,193
Task 6. Recommendations	66	\$12,000		\$12,000
Task 7. Draft Document	204	\$23,452		\$23,452
Task 8: Final Document and Virtual Presentation	100	\$12,320		\$12,320
*Task 9: OPTIONAL- Story Map	45			\$5,640
*Task 10: OPTIONAL - Evacuation Modeling (SWCA Labor in addition to the Ladrir software licensing agreement)	64	\$13,184		\$13,184
Task 11: Ladrir Software Agreement				\$15,600
TOTAL (with all Optional Tasks)				\$167,481

Task 8a In-Person Presentation of Final CWPP has been removed.

- The in-person Presentation of Final CWPP to the Board included in the original scope of work has been eliminated.
- SWCA can make a virtual final presentation of the CWPP to the Board. Or the County may make the final presentation if they prefer. Decision to be made about one month in advance of Board meeting.

**Task 9 additional information and assumptions:*

- SWCA will create a basic story map or HUB site to present a concise overview of the project's essential details, but graphical elements will be limited.
- Task 9 will not include a project tracker.

** Task 10 additional information and assumptions:*

- 1 coordination meeting with SWCA, Ladris, and County.
- The County will use the evacuation modeling software to test different scenarios using their Ladris licenses.
- 1 workshop (up to 2 hours) with SWCA and County to discuss evacuation scenarios using the County's Ladris license.
- SWCA to develop recommendations to enhance evacuation protocols and hazardous fuels treatments.
- 1 follow up meeting with SWCA and County to refine the recommendations.
- SWCA will develop a chapter within the CWPP to address evacuation analysis and planning, not to exceed 15 pages in length.

Task 11: Ladris Software as a Service Agreement

- The Ladris Software as a Service Agreement will be added to the SWCA contract as an Exhibit.
- As part of the SWCA contract, Jefferson County will enter into this agreement with Ladris under the terms stated in exhibit B.
- Fees due under the Terms of Service set forth in Exhibit B will be paid by SWCA per terms of an agreement between SWCA and Ladris.
- The Ladris Software as a Service agreement will terminate at the same time as the SWCA contract ends or up to 12 months from the start date of the project.
- The fees for the Ladris Software as a Service Agreement will be included in the first invoice.

Project Schedule:

- The project will be completed within 12 months of the start date.

EXHIBIT B

SAAS AGREEMENT FOR CLOUD BASED SERVICES

(ENTERPRISE VERSION)

This Software as a Service Agreement (the "**Agreement**"), is between Ladriz Technologies, Inc., a California Corporation ("**Ladriz**") with offices located at 10090 Stable Lane, Nevada City, California 95959 and Jefferson County WA ("**Customer**"), with offices located at _____. Ladriz and Customer (each a "**Party**" and collectively, the "**Parties**") hereby agree, as of the Effective Date, as follows:

Initial Definitions

Section 1.01 Selected Terms

<u>Effective Date</u> means:	<u>Initial Term</u> means: one year
<u>Prior NDA</u> means: N/A	
<u>The business contact for Ladriz</u> is: Attn: Customer Service Title: Ladriz Technologies, Inc. Address: 10090 Stable Lane Nevada City, CA 95959 Tel.: +1 (888) 985-0031 Email: service@ladris.com	<u>The business contact for the Customer</u> is: Attn: _____ Title: _____ Address: _____ Tel.: _____ Fax: _____ Email: _____

Section 1.02 Additional Defined Terms.

"**Access Credentials**" means any user name, password, license or security key, security token, or other method, technology or device used, alone or in combination, to authenticate and authorize access to and use of the Cloud Services.

"**Affiliate**" means, with respect to any corporate entity, a company controlled by, controlling, or under common control of a parent entity.

"Authorized User" means an employee of Customer authorized to use the Cloud Services pursuant to **Error! Reference source not found.** and the other terms and conditions of this Agreement. Independent contractors of Customer may also be Authorized Users to the extent, and while, such independent contractors are engaged in the business of Customer.

"Cloud Services" means the Ladriz Operator for wildfire evacuation modeling as made available to Customer on a software as a service model and all new versions, updates, revisions, improvements and modifications of the foregoing, that Ladriz uses to provide remote access to and use of the Cloud Services.

"Contract Year" means the period of twelve (12) consecutive months during the Initial Term of this Agreement, commencing on the Effective Date, and with, with respect to any contract renewal, each subsequent period of twelve (12) consecutive months commencing on the anniversary of the Effective Date.

"Covered Region" shall mean the jurisdictional boundaries of the Customer plus a buffer of an additional 10 miles beyond such boundaries. The definition of Covered Region may be modified by Attachment 1 on Fees, Charges and Payments.

"Customer Data" means information, data, images, video and other content, regardless of form or medium, that is collected, downloaded or otherwise received from Customer or an Authorized User for processing by the Cloud Services, but does not include metadata derived from Customer usage.

"Customer Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks operated by Customer.

"Documentation" means any manuals, instructions or other documents or materials in any medium, as updated from time to time, that the Ladriz provides or makes available to Customer.

"Harmful Code" means any software, hardware or other technology, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby, or (b) prevent a customer or end user from accessing or using the Cloud Services as intended by this Agreement.

"Intellectual Property Rights" means any and all patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world including any such intellectual property rights which come into existence following the Effective Date of this Agreement.

"Ladriz Data" means (i) all data and information provided by the Cloud Services that is proprietary to Ladriz or its licensors, (ii) all metadata captured by the Cloud Services, including time and duration of simulations, parameters set by Customer in running simulations, and frequency of use, and (iii) all Resultant Data.

"Ladris Materials" means the Specifications, Documentation and any and all other information, data, documents, materials and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided to Customer or used by Ladris or any Subcontractor in connection with the Cloud Services or Ladris Systems. For the avoidance of doubt, Ladris Materials include Ladris Data and Resultant Data, but do not include Third Party Materials or Customer Data.

"Ladris Personnel" means all individuals involved in the performance of Cloud Services as employees, agents or independent contractors of Ladris or any Subcontractor.

"Ladris Systems" means the information technology infrastructure used by or on behalf of Ladris to operate, maintain and make available the Cloud Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Ladris or through the use of Subcontractors.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Losses" means any and all losses, damages, or other liabilities, awarded in a final judgment, including interest, awards, penalties, fines, costs and expenses, as well as reasonable attorneys' fees; provided, however, that losses shall not include (i) any amounts resulting from loss of property, loss of services, personal injury, or death resulting from an evacuation or wildfire, or (ii) loss resulting from any other hazardous activity.

"Open Source Program(s)" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

"Representatives" means, with respect to a Party, that Party's and its Affiliates' employees, officers, directors, consultants and legal advisors.

"Resultant Data" means information, data and other content that is derived by or through the Cloud Services from Processing Customer Data and is sufficiently different from such Customer Data that such Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further processing of such information, data or content. Resultant Data includes but is not limited to information, data or other content derived from Ladris' analysis of Customer's access of the Cloud Services

"Specifications" means the published technical description for the Cloud Services or Documentation.

"Third Party Materials" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, APIs, products, equipment or components of or relating to the Cloud Services that are not proprietary to Ladriz or its licensors.

ARTICLE II. CLOUD SERVICES.

Section 2.01 Cloud Services. During the Term of this Agreement (set forth in Article X), Ladriz shall provide to Customer, and their Authorized Users access to the Cloud Services in substantial conformity with the Specifications. This right to use shall be non-exclusive and modeling with respect to evacuations shall extend to the Covered Region only. The Cloud Services shall be provided 24 hours per day, seven days per week every day of the year, except as provided in Article 5 (Service Levels and Service Credits.)

Section 2.02 Cloud Services and System Control. Except as otherwise expressly provided in this Agreement, as between the parties:

- a) the Cloud Services, Ladriz Materials and Ladriz Systems shall be operated, maintained and managed by Ladriz;
- b) the Cloud Services may be operated on hardware and at locations owned, maintained and managed by a third-party supplier to Ladriz; and
- c) Customer will retain sole control over the operation, maintenance and management of the Customer Systems, and shall have sole responsibility for all access to and use of the Cloud Services and Ladriz Materials by or through the Customer Systems, including any:
 - (i) Customer Data, or other information, instructions or materials provided by Customer or any Authorized User; and (ii) the distribution of Customer Data based on use of the Cloud Services.

Section 2.03 Changes. Ladriz reserves the right, in its sole discretion, to make any changes to the Cloud Services and Ladriz Materials that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of Ladriz' Cloud Services to its customers, (ii) the competitive strength of or market for Ladriz' Cloud Services or (iii) the Cloud Services' cost, efficiency or performance; or (b) to comply with applicable Law.

Section 2.04 Subcontractors. Ladriz may from time to time in its discretion engage third parties to operate, maintain, and make available perform the Cloud Services (each such third party being a "Subcontractor").

Section 2.05 Suspension or Termination of Cloud Services. Ladriz may, directly or indirectly, suspend, terminate or otherwise deny access to or use of all or any part of the Cloud Services or Ladriz Materials by Customer, or any Authorized User if: (a) Ladriz receives a judicial or other governmental demand or order, or law enforcement request that requires Ladriz to do so; or (b) Ladriz believes, in its good faith and sole discretion, that: (i) Customer or such Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Cloud Services beyond the scope of the rights granted; or (ii) Customer or such Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities. This Section 2.05 does not limit any of Ladriz' other rights or remedies, whether at law or in equity.

ARTICLE III. AUTHORIZATION AND CUSTOMER RESTRICTIONS.

Section 3.01 Authorization. Ladriz authorizes Customer and its Authorized Users to access and use the Cloud Services and such Ladriz Materials as Ladriz may supply to Customer for the internal use of Customer. This authorization is non-exclusive and non-transferable, other than as may be set forth in Section 15.06 (Assignment).

Section 3.02 Prohibitions. Customer shall not (i) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code or object code of the Cloud Service software, in whole or in part, or (ii) copy, modify, or prepare derivative works of the Cloud Service software or the Ladriz Materials.

Section 3.03 Additional Limitations and Restrictions. Customer shall not, and shall not permit any other Person to, copy, distribute, reproduce, incorporate, use, or access the Cloud Services or Ladriz Materials in any manner except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. Without limiting the generality of the foregoing, Customer shall not, except as this Agreement (or any applicable open source license) expressly permits:

- a) access or use the Cloud Services other than through the use of valid Access Credentials;
- b) input, upload, transmit or otherwise provide to or through the Cloud Services any information or materials that are unlawful, injurious, or contain, transmit or activate any Harmful Code;
- c) remove, delete, alter or obscure any trademarks, terms of service, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Cloud Services or Ladriz Materials, including any copy thereof; or
- d) access or use the Cloud Services or Ladriz Materials for the development of a competing software service or product or any other purpose that is to Ladriz' detriment or commercial disadvantage.

ARTICLE IV. SUPPORT.

Section 4.01 Customers. Support and maintenance shall be provided for Customers as set forth in Attachment 2.

ARTICLE V. SERVICE LEVELS AND CREDITS.

Section 5.01 Service Levels. During the Term of this Agreement, Ladriz will use commercially reasonable efforts to make the Cloud Services Available at least 99.5% of the time as measured over the course of each calendar month during the Term (each such calendar month, a "Cloud Service Period"), excluding unavailability as a result of any of the Exceptions described below in Section 5.04 (the "Availability Requirement"). "Service Level Failure" means a material failure of the Cloud Services to meet the Availability Requirement. "Available" means the Cloud Services are available for access and use over the Internet and are operating in substantial accordance with the Specifications.

Section 5.02 Service Level Failures and Remedies. In the event of a Service Level Failure, and if Customer otherwise meets its obligations under this Agreement, Ladriss shall issue a credit to Customer in the amount of a percentage of the Fees due for the Cloud Service Period in which the Service Level Failure occurred (each a "Service Credit") as set forth in the following table: In the first column, the Percentage of Availability shall be calculated according to the formula set forth in Section 5.03 below.

Percentage of Availability	Amount of Service Credit
between 98.0% and 99.5%	10%
between 95.0% and 98.0%	18%
below 95.0%	40%

In addition, all Service Credits shall be subject to the following:

- a) Ladriss has no obligation to issue any Service Credit unless Customer requests such Service Credit and provides to Ladriss the supporting information set forth in Section 5.02(b) below within seven (7) days following the end of the applicable Cloud Service Period;
- b) Customer must provide to Ladriss all information necessary to document the Service Level Failure, including without limitation, log files showing the period(s) when the Cloud Services were not Available, the date(s) and time(s) on which they occurred, the number and location(s) of the affected Authorized Users (if applicable); descriptions of Customer's attempts to resolve the matter; and any other pertinent information;
- c) in no event will a Service Level Credit for any Cloud Service Period exceed fifty percent (50%) of the total Fees that would be payable for that Cloud Service Period if no Service Level Failure had occurred;
- d) if a dispute arises with respect to any Service Level Failure, Ladriss will make a good faith determination to resolve the dispute based on its system logs, monitoring reports, configuration records, and other available information, which Ladriss shall make available to Customer upon Customer's request; and
- e) any Service Credit payable to Customer under this Agreement will be issued to Customer in the calendar month following the Cloud Service Period in which the Service Level Failure occurred. This Section 5.02 sets forth Ladriss's sole obligation and liability and Customer's sole remedy for any Service Level Failure.

Section 5.03 Measurement. If the Cloud Services are provided from servers operated and maintained by a nationally recognized cloud service provider (such as AWS or Azure), then availability will be measured by such provider's standard processes and formulas therefore. In all other cases, the percentage Availability shall be calculated according to the following formula:

$$\text{Percentage of Availability} = 100 \times \frac{(\text{Anticipated Available Minutes} - \text{Unavailable Minutes})}{\text{Anticipated Available Minutes}}$$

In this Percentage of Availability formula:

“Anticipated Available Minutes” means the Total Minutes less the Excluded Minutes.

“Excluded Minutes” means that the total number of minutes the Cloud Services were not available as a consequence of the exclusions set forth below in Section 5.04, as reasonably determined by Ladris.

“Unavailable Minutes” means the number of minutes during the relevant Cloud Service Period that the Cloud Services were not available, not including Excluded Minutes.

“Total Minutes” means the total number of minutes in the relevant Cloud Service Period.

Section 5.04 Exceptions. For purposes of calculating the Availability Requirement, the following are "Exclusions" to the Availability Requirement, and neither the Cloud Services will be considered not Available nor any Service Level Failure be deemed to occur that is due, in whole or in part, to any:

- a) access to or use of the Cloud Services by Customer or any Authorized User, or using Customer's or an Authorized User's Access Credentials, in a manner that does not strictly comply with this Agreement and the Documentation;
- b) Any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement;
- c) Customer's or its Authorized User's Internet connectivity;
- d) Force Majeure Event;
- e) Scheduled Downtime in accordance with Section 5.05; and
- f) any suspension or termination of Customer's or any Authorized Users' access to or use of the Cloud Services as permitted by this Agreement.

Section 5.05 Scheduled Downtime. Ladris will use commercially reasonable efforts to give Customer at least five hours prior notice of all scheduled outages of the Cloud Services, "Scheduled Downtime" shall mean any such scheduled outage for which at least five hours prior notice has been given and which does not persist for more than 90 consecutive minutes. There shall not be more than one Scheduled Downtime event per week.

Section 5.06 Cloud Service Support. Basic Cloud Service Support is included in the License Fee set forth in Attachment 1. Customer may purchase enhanced support for Cloud Services separately at Ladris' then-current rates.

ARTICLE VI. SECURITY.

Section 6.01 Ladris Measures and Policies. Ladris will employ security measures in accordance with Ladris' data privacy and security policy as amended from time to time, (the

"Privacy and Security Policy") a summary of which is available to Customer upon request. Subcontractors which supply platforms for the operation of Cloud Services may have their own security policies, which may be available to Customer upon request.

Section 6.02 **Prohibited Data.** Customer agrees that it shall not submit the following categories of information (each of the following being "Prohibited Data") to Ladriz for processing:

- a) Personal Information without appropriate consent or authorization under applicable Law;
- b) Content or other data (including video) that Customer does not have full rights to copy, transmit, store, process or distribute;
 - i. articles, services and related technical data designated as defense articles or defense services,
 - ii. data that is classified and or used on the U.S. Munitions list and
 - iii. ITAR (International Traffic in Arms Regulations) related data.

Customer shall not, and shall not permit any Authorized User or other Person to, provide any Prohibited Data to, or Process any Prohibited Data through, the Cloud Services, the Ladriz Systems or any Ladriz Personnel. Customer is solely responsible for reviewing all Customer Data and shall ensure that no Customer Data constitutes or contains any Prohibited Data.

Section 6.03 **Customer Control and Responsibility.** Customer has and will retain sole responsibility for: (a) the content and use of all Customer Data; (b) the security and use of Customer's and its Authorized Users' Access Credentials; and (c) all access to and use of the Cloud Services and Ladriz Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials (whether made with or without Customer's knowledge or consent).

ARTICLE VII. FEES; PAYMENT TERMS.

Section 7.01 **Fees.** Customer shall pay Ladriz the fees set forth on Attachment 1 of this Agreement (as it may be revised from time to time) (the "Fees") in accordance with this Article 8.

Section 7.02 **Fee Increases.** Fees are fixed for the first year of this Agreement. Thereafter, Ladriz may increase Fees on the calendar anniversary, if any, of the Effective Date during the remaining Initial Term of the Agreement in amount equal to the increase in the Consumer Price Index (Average Price Data) for the prior contract year. Following the expiration of the Initial Term, Ladriz may increase its Fees to Customer by providing Customer with at least 60 days written notice prior to the expiration of the Initial Term of a revised price list to be effective upon commencement of the Expanded Term.

Section 7.03 **Taxes.** All Fees and other amounts payable by Customer under this Agreement are net of all applicable taxes, customs charges, duties or other amounts, including freight and insurance, all of which shall be paid by Customer. Any claim for sales tax or duty exemption by the Customer shall be provided to Ladriz in writing prior to shipment of product or access to the Cloud Services, and shall be effective only after Ladriz' receipt of all proper exemption forms.

Section 7.04 Payment. Customer shall pay all Fees in US dollars within thirty (30) days following the date of the invoice therefore. Customer shall make payments to the address or account that Ladriss may specify in writing from time to time. At its option, Customer may pay Ladriss through SWCA, Inc. in accordance with contract T3CWPP123, but otherwise in conformity with this Agreement.

Section 7.05 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available, if such payment is not made within 90 days of the date when due, Ladriss may charge interest on the past due amount at the rate of 1.5% per month or, if lower, the highest rate permitted under applicable Law.

ARTICLE VIII. INTELLECTUAL PROPERTY RIGHTS.

Section 8.01 Acknowledgment. Customer acknowledges that Ladriss owns all right, title and interest, including all Intellectual Property Rights in the Cloud Services, Cloud Service software, Ladriss Data, Ladriss Materials, and all derivative works thereof. Customer shall not acquire any Intellectual Property Rights with respect to the Cloud Services, Cloud Service software or Ladriss Materials (including Third-Party Materials), except for the limited authorization set forth in Section 3.01 and any applicable third-party licenses and in each case subject to the restrictions of Section 3.03.

Section 8.02 Open Source Programs. The Cloud Service software may include Open Source Programs. Any use of Open Source Programs by Customer is subject to and governed solely by the terms and conditions of the applicable open source license agreement(s). On Customer's written request, Ladriss will provide Customer (at no additional cost) information how to obtain a copy of the source code for such Open Source Programs in accordance with the terms of the controlling open source license agreement(s).

Section 8.03 Customer Data. Customer hereby irrevocably grants to Ladriss, its Subcontractors and Ladriss Personnel all such rights and permissions in or relating to Customer Data as are necessary or useful to perform the Cloud Services. In addition, to the extent that Customer may have intellectual property rights in Ladriss Data or Resultant Data, Customer hereby grants to Ladriss a perpetual, royalty free, non-exclusive worldwide license to reproduce, use and license and sublicense such intellectual property rights for use in connection with the Cloud Services and such other products and services as may be developed and marketed by Ladriss, its successors or assigns.

Section 8.04 Evacuation Maps. Customer shall supply Ladriss with evacuation maps and zones it uses in planning evacuation routes in the geographic area served by Customer. Customer represents and warrants that such evacuation maps and evacuation zones are in the public domain or that Customer has full rights to license, including the right to sublicense, such maps and zones. Customer hereby irrevocably grants to Ladriss a perpetually, royalty-free, worldwide license to reproduce, use, license and sublicense such evacuation maps and zones with respect to the Cloud Services and as embedded in such other products and services as may be developed and marketed by Ladriss.

Section 8.05 Feedback. If Customer or any of its employees or contractors submits, orally or in writing, ideas, suggestions or recommended changes to the Cloud Services or Documentation,

including without limitation, new features or functionality relating thereto ("Feedback"), Ladriss is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Customer hereby assigns to Ladriss on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Ladriss is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Ladriss is not required to use any Feedback. Notwithstanding the provisions of Article 10 below (Confidentiality), Feedback will not be considered Confidential Information.

Section 8.06 U.S. Government. The Cloud Services are a "Commercial Item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212, 48 C.F.R. 227.7202, and 48 C.F.R. 12.211, respectively. Consistent with 48 C.F.R. 12.212, and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users' rights to use, modify, reproduce, release, perform, display, or disclose the Cloud Services and the Documentation are as provided by this Agreement. This U.S. Government Rights clause, consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202, is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software, computer software documentation or technical data related to the Cloud Services and Documentation.

ARTICLE IX. CONFIDENTIALITY.

Section 9.01 Confidential Information. In connection with this Agreement each Party (as the "Disclosing Party") may disclose or make available Confidential Information to the other Party (as the "Receiving Party"). "Confidential Information" means information of the Disclosing Party which (a) is in written, graphic, machine readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature and, (b) such information as would be considered confidential based on the circumstances surrounding its disclosure by a reasonable person familiar with the Disclosing Party's business and the industry in which the Disclosing Party operates. If given orally, Confidential Information may be, but is not required to be, confirmed in writing as having been disclosed as confidential or proprietary within 30 days after the oral disclosure. Confidential Information includes in all cases information and data which a Party has received from others that may be made known to the other Party and which such Party is obligated to treat as confidential or proprietary.

Confidential Information that consists of software (including source and object code), algorithms, design details, data structures, specifications, hardware configuration, computer programs, engineering and manufacturing information and all other information of a technical nature shall be considered "Technical Confidential Information." All other Confidential Information, including agreements with third parties, business plans, products, marketing information, research, development, design details and specifications, financial information, procurement requirements, customer lists, business forecasts, and sales information shall be considered "Business Confidential Information."

Without limiting the foregoing, all product and other specifications, unpublished documentation, non-public marketing materials, the terms of this Agreement and the discounts provided hereunder are and will remain the Confidential Information of both parties.

Section 9.02 Exclusions. Except for Personal Information or any third-party information that the Receiving Party is under a contractual or other binding obligation to maintain in confidence, Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records:

- a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party;
- b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement;
- c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or
- d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

Section 9.03 Protection of Confidential Information. The Receiving Party shall:

- a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement except as may be permitted by and subject to its compliance with Section 9.04 (Compelled Disclosures).
- b) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and
- c) not disclose or permit access to Confidential Information other than to those of its Representatives who:
 - i. need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement;
 - ii. (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Article 10;
 - iii. (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Article 10; and
 - iv. (iv) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Article 10.

Section 9.04 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 9.03 (Protection of

Confidential Information) and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure.

Section 9.05 Period of Confidentiality and Return of Information. A Receiving Party's obligations with respect to (i) Technical Confidential Information and Business Confidential information that contains Ladrir trade secrets, shall survive indefinitely and (ii) Business Confidential Information that does not constitute a Ladrir trade secret, shall survive for three (3) years following termination of this Agreement. Upon termination of this Agreement, a Receiving Party shall, within 7 days return to the Disclosing Party, or at the Disclosing Party's written request destroy, all documents and tangible materials containing or based on any Confidential Information; and (ii) permanently erase all Confidential Information from all systems that Customer directly or indirectly controls.

ARTICLE X. TERM AND TERMINATION.

Section 10.01 Initial Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant the provisions hereof, continues for the period specified in Section 1.01 ("Initial Term").

Section 10.02 Renewal. This Agreement will automatically renew for up to two additional successive one-year terms following the Initial Term unless either Party gives the other Party written notice of non-renewal at least 45 days prior to the expiration of the then-current term (each a "Renewal Term" and, collectively, together with the Initial Term, the "Term").

Section 10.03 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

- a) Ladrir may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than 30 days after Ladrir's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 3.03 (Additional Limitations and Restrictions), Section 6.02 (Prohibited Data) or Article IX (Confidentiality).
- b) Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Section 10.04 Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

- a) all rights, licenses, consents and authorizations granted by either Party to the other hereunder will immediately terminate;

- b) Ladriss may disable all Customer and Authorized User access to the Cloud Services;
- c) Customer shall immediately cease all use of any Cloud Services and Ladriss Materials and
 - (i) within 7 days return to Ladriss, or at Ladriss' written request destroy, all documents and tangible materials containing or based on any Ladriss Materials; (ii) permanently erase all Ladriss Materials from all systems Customer directly or indirectly controls; and (iii) comply with the comparable provisions with respect to the return, destruction, or erasure set forth in Section 9.05 above;
- d) (d) if Ladriss terminates this Agreement pursuant to Section 11.3(a) or Section 11.3(b), Customer shall pay all Fees previously accrued but not yet paid for services rendered prior to termination, on receipt of Ladriss' invoice therefor; and
- e) (e) for a period of two weeks following termination, Customer may access and download any previously saved evacuation scenarios, and related data.

Section 10.05 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 3.02 (Prohibitions) and Section 3.03 (Additional Limitations and Restrictions), Article VIII (Intellectual Property) Article IX (Confidentiality), Section 10.04 (Effect of Expiration or Termination), Section 10.05 (Surviving Terms), Article XI (Representations and Warranties), Article XII (Indemnification), Article XIII and Article XV (Miscellaneous).

ARTICLE XI. REPRESENTATIONS AND WARRANTIES.

Section 11.01 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:

- a) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate, governmental or other organizational action of such Party; and
- b) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

Section 11.02 Additional Customer Representations and Warranties. Customer represents and warrants to Ladriss that Customer has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Ladriss and processed in accordance with this Agreement and the Specifications for the Cloud Based Services, Ladriss will not infringe, misappropriate or otherwise violate any US copyright, or any privacy, data security or other rights of any third party or violate any applicable Law.

Section 11.03 Accuracy of Customer Data. Customer acknowledges that Ladriss will have no responsibility for the content, accuracy or completeness of any Customer Data.

Section 11.04 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 11.01, ALL CLOUD SERVICES AND LADRIS MATERIALS ARE PROVIDED "AS IS" AND LADRIS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND

LADRIS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

WITHOUT LIMITING THE FOREGOING, LADRIS MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD SERVICES OR LADRIS MATERIALS WILL MEET CUSTOMER REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE ERROR FREE.

ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OF THE THIRD-PARTY MATERIALS. LADRIS MAKES NO REPRESENTATION OR WARRANTY THERETO.

ARTICLE XII. INDEMNIFICATION.

Section 12.01 Ladris Indemnification. Ladris shall indemnify, defend and hold harmless Paying Customers and Paying Customer's officers, directors, and employees (each, a "Customer Indemnitee") from and against any and all Losses incurred by such Customer Indemnitee resulting from a final judgment in any suit or proceeding by a third party to the extent that such Losses arise from any allegation in such action that Customer's or an Authorized User's use of the Cloud Services (excluding Customer Data and Third Party Materials) in compliance with the Documentation and this Agreement infringes a United States copyright, trademark or trade secret. The foregoing obligation does not apply to any action or proceeding or Losses arising out of or relating to any:

- a) access to or use of the Cloud Services or Ladris Materials in combination with any hardware, system, software, network or other materials or services not provided or authorized in the Specifications or otherwise in writing by Ladris;
- b) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of Ladris; or
- c) act, omission or other matter described in Section 12.02(a) through Section 12.02(c), whether or not the same results in any action against or Losses by any Ladris Indemnitee.

THIS SECTION 12.01 SETS FORTH CUSTOMER'S SOLE REMEDIES AND LADRIS' SOLE LIABILITY AND OBLIGATION FOR ANY FINAL JUDGMENTS THAT THIS AGREEMENT OR THE CLOUD SERVICES INFRINGE, MISAPPROPRIATE OR OTHERWISE VIOLATE ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT SET FORTH ABOVE.

Section 12.02 Customer Indemnification. Customer shall indemnify, defend and hold harmless Ladris and its Subcontractors and Affiliates, and each of its and their respective officers, directors, employees (each, a "**Ladris Indemnitee**") from and against any and all Losses incurred by such Ladris Indemnitee in connection with any action or proceeding by a third party (other than an Affiliate of a Ladris Indemnitee) that arise out of or relate to any:

- a) processing of Customer Data by or on behalf of Ladriss in accordance with this Agreement;
- b) disclosure or exposure of Personal Information to Ladriss in violation of applicable Law; or
- c) transmission of Prohibited Data to Ladriss.

Section 12.03 Mitigation. If any of the Cloud Services are, or in Ladriss' opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's or any Authorized User's use of the Cloud Services is enjoined or threatened to be enjoined, Ladriss may, at its option and sole cost and expense:

- a) obtain the right for Customer to continue to use the Cloud Services and Ladriss Materials materially as contemplated by this Agreement;
- b) modify or replace the Cloud Services in whole or in part, to seek to make the Cloud Services (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Cloud Services under this Agreement; or
- c) by written notice to Customer, terminate this Agreement and require Customer to immediately cease any use of the Cloud Services and Ladriss Materials, provided that if such termination occurs prior to the expiration of any period with respect to which Customer has paid a Fee, Customer will be entitled to a pro-rata refund of any portion of such period following termination.

ARTICLE XIII. LIMITATIONS OF LIABILITY.

SECTION 13.01 EXCLUSION OF DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 13.04, IN NO EVENT WILL LADRIS OR ANY OF ITS LICENSORS, SUPPLIERS OR SUBCONTRACTORS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE CLOUD SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS PURSUANT TO SECTION 5.02, OR (C) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER LADRIS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

Section 13.02 CAP ON MONETARY LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN SECTION 13.04, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF LADRIS AND ITS SUPPLIERS AND SUBCONTRACTORS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE HIGHER OF (I) THE SUM OF ALL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE 12 MONTHS IMMEDIATELY PROCEEDING THE FIRST

INCIDENT GIVING RISE TO LIABILITY OR (II) \$500. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

SECTION 13.03 THE PURPOSE OF THE FOREGOING PROVISIONS OF SECTION 13.01 AND SECTION 13.02 IS TO LIMIT LADRIS'S LIABILITY UNDER THIS AGREEMENT AND, IN THE ABSENCE OF THESE PROVISIONS, LADRIS WOULD NOT HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT.

SECTION 13.04 EXCEPTIONS. THE EXCLUSIONS AND LIMITATIONS IN SECTION 13.01 AND SECTION 13.02 DO NOT APPLY TO THE PARTIES UNDER ARTICLE IX (CONFIDENTIALITY), ARTICLE XII (INDEMNIFICATION) OR LIABILITY FOR LADRIS'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

ARTICLE XIV. INSURANCE

Section 14.01 Ladris's Insurance. Ladris shall obtain, provide and maintain at its own expense during the term of this Agreement policies of insurance of the type, amounts, terms and conditions described in the Insurance Requirements attached hereto as Attachment 3, and incorporated herein by reference.

ARTICLE XV. MISCELLANEOUS

Section 15.01 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, between the parties.

Section 15.02 Force Majeure Event. Neither party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by: (a) acts of God; (b) flood, fire, or explosion; (c) war, terrorism, invasion, riot, or other civil unrest; (d) embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (g) internet outage and denial of service attacks (each of the foregoing, a "Force Majeure"). A party may terminate this Agreement if a Force Majeure event affecting the other party continues substantially uninterrupted for a period of forty-five (45) Business Days or more.

Section 15.03 Press Release. Customer authorizes Ladris to use its name and logo in its list of customers. The parties agree that either party or both may issue a mutually acceptable news release regarding Customer's use of the applicable Cloud Services. Each party's approval of such news release will not be unreasonably withheld or delayed. Once a press release has been issued, Ladris may publicly refer to Customer as being a customer of Ladris, and only in relation to this Agreement except as otherwise authorized by Ladris.

Section 15.04 Notices. All notices, requests, consents, claims, demands and waivers under this Agreement must be in writing and addressed to a Party as follows (or to such other address or

such other person that such Party may designate from time to time in accordance with this Section 15.04):

If to Ladris: Attention:
 Email: service@ladris.com
 Ladris Technologies, Inc.
 10090 Stable Lane
 Nevada City, California 95959

With a copy to:
Eric Little, Esq.
1793 East Main Street,
Grass Valley, CA 95945

If to Customer: _____

Facsimile: _____

E-mail: _____

Attention: _____

Notices sent in accordance with this Section 15.04 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile with confirmation of transmission), if sent during the addressee's normal business hours, and otherwise on the next business day; and (d) on the fourth day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

Section 15.05 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral.

Section 15.06 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Ladris' prior written consent, which shall not be unreasonably withheld.

Section 15.07 Amendment and Modification; No Waiver. No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing, and signed by each Party (which signature may be by counterpart). No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

Section 15.08 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect

any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 15.09 Conflicts. In the event of any conflict between this Agreement and any Ladriz policy posted online, including without limitation the privacy policy, the terms of this Agreement will govern.

Section 15.10 Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor or against either Party by reason of authorship.

Section 15.11 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California.

Section 15.12 Each Party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Article 10 (Confidentiality) would cause the other party irreparable harm for which monetary damages would not be an adequate and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

Section 15.13 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Greg Brotherton, Chair Date

By: _____
Kate Dean, Commissioner Date

By: _____
Heidi Eisenhour, Commissioner Date

SEAL:

ATTEST:

Carolyn Gallaway Date
Clerk of the Board

Approved as to form only:

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

LADRIS TECHNOLOGIES, INC.

DocuSigned by:
By: 
Leo Zilmer, Chief Executive Officer

Date: 4/21/2023

Attachment 1

SCHEDULE OF FEES, CHARGES AND PAYMENTS

Software: Ladris Operator Pro Edition. 2 Seats; Annual Fee: \$12,000

Services: Modeling Support and Training. 1 Agency; Annual Fee: \$3,600 (Pro Support)

Annual Fees are due on the effective date and the anniversary thereof for each contract year. In the first contract year, all fees, charges, and payments listed below will be paid by Jefferson County through the contract with SWCA Environmental Consultants (Contract T3CWPP124).

Seats to be allocated to Jefferson County. A seat shall refer to use by a named individual. Seats may be reallocated among individuals but no more than once every three months.

Attachment 2

CLOUD SERVICES

SUPPORT AND MAINTENANCE

1.0 Scope of Agreement

1.1 This Attachment covers the maintenance and support of the Cloud Services. This Agreement provides maintenance services only with respect to Software, including third party software, supplied by Ladriz to Customer pursuant to the terms of the Terms of Service Agreement. This Agreement does not provide for maintenance services for any third-party software not provided by Ladriz to Customer or for any hardware.

1.2 Ladriz' obligation to provide Support Services shall extend to the current Release and prior Versions whose Release number begins with the same number or immediately preceding number as the current Release. For example, if the current Release is 4.5, Ladriz will support only those Versions between 3.x and 4.5. If Customer desires support for earlier Versions of the Software, such support may be treated by Ladriz as additional consulting services for which Customer will be billed at Ladriz' then-current time-and-materials rates. Customer understands that its implementation of a new Version may require Customer to upgrade its Computer System.

2.0 Data Backup, Retention and Disposal. Ladriz shall be responsible for creating and maintaining timely, accurate and readable electronic back-ups of all data, program and system files. Periodically, in accordance with information technology best practices, Ladriz shall restore such backups to a test server to validate that the data backups are recoverable without lost or corrupted data.

Using appropriate and reliable storage media, Ladriz will back up Customer data daily and retain such backup copies for a minimum of thirty-six months, or as consistent with requirements in federal, state and local law. At the end of that time period and at Customer's election, Ladriz will direct the Hosting Vendor to destroy or overwrite the backup copies. Upon Customer's request, Ladriz will supply Customer with a certificate indicating the nature of the storage media destroyed, the date the backups were destroyed or overwritten, and the method of destruction used.

3.0 Disaster Recovery

The Ladriz will maintain a Disaster Recovery Plan with respect to the services provided to the Customer. For purposes of this Agreement, a "Disaster" shall mean any unplanned interruption of the operation of or inaccessibility to the Ladriz' service in which the Ladriz, using reasonable judgment, requires relocation of processing to a

recovery location. The Ladriss shall notify the Customer as soon as possible after the Ladriss deems a service outage to be a Disaster. The Ladriss shall move the processing of the Customer's services to a recovery location as expeditiously as possible and shall coordinate the cut-over. During a disaster, optional or on-request services shall be provided by the Ladriss only to the extent adequate capacity exists at the recovery location and only after stabilizing the provision of base services.

- 4.0 Administrative Functions Performed by Ladriss.** Ladriss shall provide certain limited administrative services regarding the maintenance of the Software including, (i) setting permissions, (ii) adding, modifying or deleting attributes, events, statutes, program and case types and lookup items, (iii) adding and deleting case types, and (iv) creating and modifying workflows, (v) adding and modifying assessments and related scoring.

5.0 Covered Maintenance

Ladriss will provide to Customer: (a) all services required to ensure that the Software operates in conformity with all Specifications; and (b) all Enhancements developed by Ladriss for the Software and related Documentation during the Term of this Agreement. Covered Maintenance Services do not include the costs of accessories and expendable supplies necessary to operate the Software, such as magnetic tape cards, optical disks, disk packs, paper, and similar items, and such items are not provided free of charge by Ladriss hereunder.

6.0 Customer Obligations

- 6.1 Customer may designate up to five (5) persons by whom requests by Customer for Support Services may be made ("**Support Team**"). Ladriss shall not be required to accept calls or requests from anyone other than a designated contact person. Customer may change its designated contact person, or request that additional people be made contact persons, at any time upon notice to Ladriss.
- 6.2 Customer shall implement and follow the reasonable written instructions of Ladriss regarding operation of the Software.
- 6.3 Customer shall, at its own expense, protect the security of its Computer System and adopt policies and practices needed to prohibit unauthorized access to the Computer System.
Ladriss shall not be responsible for any security breach of Customer's Computer System and expressly disclaims any liability for loss or damage caused by the unauthorized access to Customer's Computer System other than that which is caused by an employee of Ladriss. Ladriss shall ensure that the Hosting Services Agreement includes provisions ensuring security of the Software and Data.
- 6.4 Software Administration. Customer, as a general matter, shall perform all tasks associated with the administration of the Software, other than those that are assigned to Ladriss, including without limitation, adding, modifying, removing and otherwise maintaining users, templates, lookups, and logons and

passwords,

6.5 Communications Equipment. Customer shall, at its sole expense, install and maintain communications equipment that will permit Customer to have high speed internet access to the Software. Customer acknowledges that maintenance of the appropriate communications equipment is a condition precedent to Ladris' provision of use for the Software.

7.0 Service Level Agreement

7.1 Ladris will maintain a website accessible by Customer, which contains information concerning the Software and Support Services.

7.2 Ladris will respond to Customer requests for software support services regarding the licensed software in accordance with the procedures identified below. In each case, Customer may describe and submit notice of the support need by telephone, facsimile or electronic mail.

7.3 All Ladris staff assigned to provide services to Customer will be appropriately qualified by education, training and experience to deliver those services, and will be familiar with the functional capabilities of the Software.

7.4 Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. Ladris shall provide a toll-free maintenance telephone number. Remote diagnostics equipment is required at Customer's location for remote support, which equipment is to be obtained by Customer at its sole expense.

Ladris shall provide Customer with telephone support services for Software from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding Customer-recognized holidays.

7.5 Response Policy. Ladris shall respond to any Errors reported by Customer based on the priority code assigned to each such Error. Customer shall identify the priority code when it initially reports the Error to Ladris. Ladris may, in its reasonable discretion, reclassify the Error after its initial investigation. In the event Ladris does not meet the service level response for the Error as described in the table below, the Customer may request to escalate the Error to a higher priority code, which request the Ladris shall not unreasonably deny.

Priority Levels and Response Times by Service Option: Evacuations Simulator

Response times are for business hours.

Tier	Priority	Response	Initial	Workaround	Restore

			Update		
Tier-1	Urgent	1	2	6	24
Tier-1	High	2	3	9	36
Tier-1	Normal	4	8	24	as agreed
Tier-1	Low	8	12	as agreed	as appropriate
Premium	Urgent	2	4	12	48
Premium	High	4	6	18	72
Premium	Normal	8	16	48	as agreed
Premium	Low	16	24	as agreed	as appropriate
Pro	Urgent	4	8	24	96
Pro	High	8	12	36	144
Pro	Normal	16	32	96	as appropriate
Pro	Low	32	48	as appropriate	as appropriate
Standard	Urgent	8	16	48	192
Standard	High	16	24	72	288
Standard	Normal	32	64	192	as appropriate
Standard	Low	64	96	as appropriate	as appropriate

Priority Level	Definition
Urgent	Trouble condition where the system is completely out of service or is causing significant business impact to the Customer and no immediate workaround is

	available
High	System affected with intermittent loss of simulation capability or a problem that significantly affects deployment
Normal	System issues alerts and/or exhibits unexpected behavior without affecting core functionality
Low	Technical consultations, feature suggestions

Attachment 3

INSURANCE REQUIREMENTS

1. Provision of Insurance. Without limiting the obligations of Ladris (herein, Consultant) under Article 13 (Indemnification), Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Customer. Consultant agrees to provide insurance in accordance with requirements set forth here. If Consultant uses existing coverage to comply and that coverage does not meet these requirements, Consultant agrees to amend, supplement or endorse the existing coverage.
2. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Customer's Risk Manager.
3. Coverage Requirements.
 - A. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code. Consultant shall submit to Customer, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of Customer, its councils, boards and commissions, officers, agents, volunteers and employees.
 - B. General Liability Insurance. Consultant shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate. The policy shall cover liability arising from premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - C. Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.

- D. Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the Services required by this Agreement.
 - E. Cyber Liability. Contractor shall maintain cyber liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate covering (1) all acts, errors, omissions, negligence, infringement of intellectual property, (2) network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or negligence in the handling of confidential information, privacy perils, including coverage for related regulatory defense and penalties, and (3) data breach expenses payable whether incurred by Customer or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services, in the performance of services for Customer or on behalf of Customer hereunder.
4. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:
- A. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against Customer, its councils, boards and commissions, officers, agents, volunteers and employees or shall specifically allow Consultant or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against Customer, and shall require similar written express waivers from each of its subconsultants.
 - B. Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that Customer, its councils, boards and commissions, officers, agents, volunteers and employees shall be included as additional insureds under such policies.
 - C. Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by Customer.
 - D. Notice of Cancellation. All policies shall provide Customer with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.
5. Additional Agreements Between the Parties. The parties hereby agree to the following:
- A. Evidence of Insurance. Consultant shall provide certificates of insurance to Customer as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other

endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by Customer's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Customer at all times during the term of this Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Customer. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Customer evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Customer reserves the right to require complete, certified copies of all required insurance policies, at any time.

- B. Customer's Right to Revise Requirements. Customer reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant sixty (60) calendar days' advance written notice of such change. If such change results in substantial additional cost to Consultant, Customer and Consultant may renegotiate Consultant's compensation.
- C. Right to Review Subcontracts. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Customer is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- D. Enforcement of Agreement Provisions. Consultant acknowledges and agrees that any actual or alleged failure on the part of Customer to inform Consultant of non-compliance with any requirement imposes no additional obligations on Customer nor does it waive any rights hereunder.
- E. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the Customer requires and shall be entitled to coverage for higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Customer.
- F. Self-insured Retentions. Any self-insured retentions must be declared to and approved by Customer. Customer reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these requirements unless approved by Customer.

- G. Customer Remedies for Non-Compliance. If Consultant or any subconsultant fails to provide and maintain insurance as required herein, then Customer shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend Consultant's right to proceed until proper evidence of insurance is provided. Any amounts paid by Customer shall, at Customer's sole option, be deducted from amounts payable to Consultant or reimbursed by Consultant upon demand.
- H. Timely Notice of Claims. Consultant shall give Customer prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. Customer assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Customer.
- I. Consultant's Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certification does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2375 E. Camelback Rd. Suite 250 Phoenix, AZ 85016	CONTACT NAME: Misty Klemme	
	PHONE (A/C, No, Ext): 602-749-4112	FAX (A/C, No):
	E-MAIL ADDRESS: misty.klemme@usi.com	
INSURED SWCA, Incorporated dba SWCA Environmental Consultants 20 East Thomas Road Suite 1700 Phoenix, AZ 85012	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Greenwich Insurance Company	NAIC # 22322
	INSURER B: XL Specialty Insurance Company	37885
	INSURER C: Steadfast Insurance Company	26387
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded: 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GEC001910417	07/26/2022	07/26/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	AEC001910217	07/26/2022	07/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000	X	X	UEC001910317	07/26/2022	07/26/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X		WEC001910617	07/26/2022	07/26/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Enviro. Liab Prof Contractors Poll Claims Made			PEC992416900	07/26/2022	07/26/2023	\$15,000,000 Each Claim \$15,000,000 Aggregate \$100,000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability and Contractors Pollution Retro Date: 02/28/1990 - Policy Aggregate

\$5,000,000/\$5,000,000; Professional and Job site Retro Date: 02/28/1990 \$2,000,000/\$2,000,000

*Various Other Coverages/Limits Retro Dates Apply.

The General Liability, Automobile Liability, Umbrella/Excess Liability and Pollution Liability policies
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Jefferson County, Washington
Jefferson County Risk Manager
P.O. Box 1220
Port Townsend, WA 98368

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Becky D. Davis

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DESCRIPTIONS (Continued from Page 1)

include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regards to work performed on behalf of the Named Insured. The General Liability, Automobile Liability, Umbrella/Excess Liability and Pollution Liability policies contain a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability, Automobile Liability, Umbrella/Excess Liability, Professional Liability, Pollution Liability and Workers Compensation policies provide a Waiver of Subrogation when required by written contract. The General Liability, Automobile Liability and Workers Compensation Policies extend from the underlying to the Umbrella/Excess policy. Excess Liability limits are in excess of Automobile Liability, General Liability and Workers Compensation. 30 Day Notice of Cancellation to Certificate Holder per attached forms.

Full Certificate Holder: Jefferson County, Washington and their elected officials, officers, and employees

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, 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; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
When Required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – LESSOR OF LEASED
EQUIPMENT – AUTOMATIC STATUS WHEN
REQUIRED IN LEASE AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to 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(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., 07/26/2022 , forms a part of

Policy No.GEC001910417 issued to SWCA, Inc. DBA: SWCA ENVIRONMENTAL CONSULTANTS

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

Each of your projects away from premises owned by or rented to you- when required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage **A**, and for all medical expenses caused by accidents under Section I – Coverage **C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss (as permissible by law)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

ENDORSEMENT

This endorsement, effective 12:01 a.m., 07/26/2022 forms a part of
Policy No. GEC001910417 issued to SWCA, Inc. DBA: SWCA ENVIRONMENTAL CONSULTANTS
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
ANY PERSON(S) OR ENTITY(IES) REQUIRING BY WRITTEN CONTRACT THAT THE NAMED INSURED PROVIDE ADVANCED WRITTEN NOTICE OF CANCELLATION. THE PERSON OR ENTITY MUST BE LISTED ON A SPREADSHEET FROM THE BROKER THAT INCLUDES THE PERSON'S OR ENTITY'S NAME AND A VALID MAILING ADDRESS. THIS SPREADSHEET MUST BE RECEIVED BY THE COMPANY WITHIN FIVE DAYS OF THE COMPANY'S REQUEST TO THE BROKER. OTHERWISE, THE COMPANY WILL BEAR NO RESPONSIBILITY FOR SUCH ADVANCED WRITTEN NOTICE OF CANCELLATION	REFER TO SPREADSHEET PROVIDED	30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #007

This endorsement, effective 12:01 a.m., July 26, 2022 forms a part of Policy No. AEC001910217 issued to SWCA, INC. DBA: SWCA ENVIRONMENTAL CONSULTANTS by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

A. **COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this policy;
- b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
- c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.

B. The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this policy be increased by the contract.

C. **General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

All terms, conditions, exclusions and limitations of this policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SWCA, INC. DBA: SWCA ENVIRONMENTAL CONSULTANTS

Endorsement Effective Date: 07/26/2022

SCHEDULE

Insurance Company: Greenwich Insurance Company	
Policy Number: AEC001910217	Effective Date: 07/26/2022
Expiration Date: 07/26/2023	
Named Insured: SWCA, INC. DBA: SWCA ENVIRONMENTAL CONSULTANTS	
Address: 20 E. THOMAS ROAD, SUITE 1700 PHOENIX, AZ 85012	
Additional Insured (Lessor): See Endorsement # 005	
Address:	
Designation Or Description Of "Leased Autos": See Endorsement # 005	

Coverages	Limit Of Insurance
Covered Autos Liability	\$ Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - You;
 - Any of your "employees" or agents; or
 - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

- We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

- If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
 - If you cancel the policy, we will mail notice to the lessor.
 - Cancellation ends this agreement.
- D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

ENDORSEMENT #005

This endorsement, effective 12:01 a.m., July 26, 2022 forms a part of Policy No. AEC001910217 issued to SWCA, INC. DBA: SWCA ENVIRONMENTAL CONSULTANTS by Greenwich Insurance Company.

In consideration of the premium charged, it is hereby understood and agreed that:

On form CA 20 01 LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

Additional Insured (Lessor) on the Schedule is amended to include:

ALL LESSORS

Designation or Description of "Leased Autos" on the Schedule is amended to include:

Any "Leased Auto"

All other terms and conditions remain the same.

(Authorized Representative)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SWCA, INC. DBA: SWCA ENVIRONMENTAL CONSULTANTS

Endorsement Effective Date: 07/26/2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED
PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT #008

This endorsement, effective 12:01 a.m., July 26, 2022 forms a part of Policy No. AEC001910217 issued to SWCA, INC. DBA: SWCA ENVIRONMENTAL CONSULTANTS by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
ANY PERSON(S) OR ENTITY(IES) REQUIRING BY WRITTEN CONTRACT THAT THE NAMED INSURED PROVIDE ADVANCED WRITTEN NOTICE OF CANCELLATION. THE PERSON OR ENTITY MUST BE LISTED ON A SPREADSHEET FROM THE BROKER THAT INCLUDES THE ENTITY'S NAME ENTITY'S NAME AND A VALID MAILING ADDRESS. THIS SPREADSHEET MUST BE RECEIVED THE COMPANY WITHIN FIVE DAYS OF THE COMPANY'S REQUEST TO THE BROKER. OTHERWISE THE COMPANY WILL BEAR NO RESPONSIBILITY FOR SUCH ADVANCED WRITTEN NOTICE OF CANCELLATION	REFER TO SPREADSHEET PROVIDED BY BROKER	30

All other terms and conditions of the Policy remain unchanged.

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COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY POLICY

VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE YOUR RIGHTS, DUTIES AND WHAT IS AND WHAT IS NOT COVERED.

THIS POLICY IS INCOMPLETE UNLESS THE DECLARATIONS AND ALL APPLICABLE FORMS AND ENDORSEMENTS ARE ATTACHED.

THROUGHOUT THIS POLICY THE WORDS "YOU" AND "YOUR" REFER TO THE **NAMED INSURED** SHOWN IN DECLARATIONS ITEM 1 AND ANY OTHER PERSON OR ORGANIZATION QUALIFYING AS A **NAMED INSURED** UNDER THIS POLICY. THE WORDS "WE", "US", AND "OUR" REFER TO THE COMPANY PROVIDING THIS INSURANCE.

WORDS AND PHRASES THAT APPEAR IN **BOLD** HAVE SPECIAL MEANING AND ARE DEFINED IN SECTION VI - DEFINITIONS.

I. INSURING AGREEMENTS

In consideration of the payment of premium, and subject to the terms, definitions, conditions and limitations of this policy, including any endorsements or amendments thereto, we agree with the **named insured** as follows:

(A) **Insuring Agreement A - Excess Follow Form Liability**

- (1) We will pay on behalf of the **insured**, subject to Section IV. Limits of Insurance, those amounts the **insured** becomes legally obligated to pay as damages in excess of the **scheduled underlying insurance** as a result of a **claim** covered by the **scheduled underlying insurance**, but only if the **scheduled underlying insurance** has been exhausted by the actual payment of **loss** to which this policy applies.
- (2) Coverage under this Insuring Agreement A shall follow the terms, definitions, conditions and limitations of the **scheduled underlying insurance**, subject to the **policy period**, Limits of Insurance, premium, and any contrary provisions contained in this policy.

However, this Insuring Agreement A will not apply to any **disaster response expense** as described in Insuring Agreement C, even if such insurance is covered by the **scheduled underlying insurance** or would have been but for the exhaustion of the **scheduled underlying insurance**.

- (3) If we are prevented by law or statute from making payment on the **insured's** behalf under Insuring Agreement A, we will indemnify the **insured** for those sums otherwise payable hereunder.

(B) **Insuring Agreement B - Umbrella Liability Over Self-insured Retention**

- (1) We will pay on behalf of the **insured**, subject to Section IV. Limits of Insurance, those amounts not covered by the **scheduled underlying insurance** that the **insured** becomes legally obligated to pay as damages in excess of the **self-insured retention** because of **bodily injury, property damage** (including liability assumed by the **insured** under an **insured contract**) or **personal and advertising injury** taking place anywhere in the world and caused by an **occurrence** during the **policy period**.
- (2) The coverage provided by Insuring Agreement B will not apply to damages that would have been covered by the **scheduled underlying insurance** but for its exhaustion by the payment of **loss**.

- (3) The coverage provided by Insuring Agreement B will not apply to any damages covered by Insuring Agreement A, or arising out of subjects of insurance or exposures to **loss** for which this policy requires the **scheduled underlying insurance** to be maintained.
- (4) If we are prevented by law or statute from making payment on the **insured's** behalf under Insuring Agreement B, we will indemnify the **insured** for those sums otherwise payable hereunder.

We will make payment on behalf of the **insured** under Insuring Agreements A and B only if:

- (1) Prior to the **policy period**, no **insured** listed under Section II. Who Is An Insured, (B)(1), (6), (7), (8), (9) or (10); no manager in your risk management, insurance or legal department; and no **employee** authorized by you to give or receive notice of an **occurrence, claim or suit**; knew, prior to the **policy period**, that the **bodily injury or property damage** had occurred, in whole or in part, or of the existence of any **occurrence** that caused **personal and advertising injury**; or
- (2) During the **policy period**, no **insured** listed under Section II. Who Is An Insured, (B) (1),(6), (7), (8), (9) or (10); no manager in your risk management, insurance or legal department; and no **employee** authorized by you to give or receive notice of an **occurrence, claim or suit**; knew during the **policy period**, that the **bodily injury or property damage** had occurred, in whole or in part, or of the existence of any **occurrence** that caused **personal and advertising injury**, prior to the **policy period**.

For these purposes, **bodily injury, property damage, and personal and advertising injury**, including the continuation, change or resumption of such **bodily injury, property damage, or personal and advertising injury**, will be deemed to have been known at the earliest time when any of the above-referenced individuals:

- (1) Reports all or any part of the **bodily injury, property damage, or personal and advertising injury** to us or any other insurer;
- (2) Receives a **claim** because of the **bodily injury, property damage, or personal and advertising injury**; or
- (3) Becomes aware by any other means that **bodily injury or property damage** has occurred or has begun to have occurred, or an **occurrence** has been committed that has caused or may cause **personal and advertising injury**.

(C) **Insuring Agreement C - Disaster Response Coverage**

- (1) We will indemnify the **insured** for **disaster response expenses** resulting from a **disaster event** occurring during the **policy period**, provided:
 - (a) a **disaster response advisor** has been hired in connection with the **disaster event**; and
 - (b) a **disaster event** is reported to us at the number indicated in Declarations Item 8 within twenty-four (24) hours of its commencement.
- (2) A **disaster event** will be deemed to commence when a **key executive** first becomes aware of a **disaster event**. A **disaster event** will be deemed to end when:
 - (a) we determine that any one of the elements listed in the definition of **disaster event** no longer exists; or
 - (b) the Disaster Response Expense Aggregate Limit listed in Declarations Item 3 has been exhausted,

whichever is earlier.

- (3) If we and the **insured** disagree on whether a **disaster event** has occurred, the **insured's** right of reimbursement under Insuring Agreement C shall be arbitrated pursuant to the rules of the American Arbitration Association for the state shown in Declarations Item 1.
- (4) Payment by us of **disaster response expenses** will not determine or be evidence of our rights or obligations under Insuring Agreement A or B.
- (5) Payment by us of **disaster response expenses** will not oblige us to assume any duty to control the investigation, settlement or defense of any **claim** or **suit** that might arise from a covered **disaster event**.

II. **WHO IS AN INSURED**

(A) The following are **insureds** under Insuring Agreement A:

- (1) The **named insured**.
- (2) Any person or organization qualifying as an **insured** under the **scheduled underlying insurance**, but for no broader coverage than would be afforded to such person or organization by the **scheduled underlying insurance**.

(B) The following are **insureds** under Insuring Agreements B and C:

- (1) The **named insured**.
- (2) Any person or organization, other than an **employee** or **volunteer worker**, while such person or organization is acting as your real estate manager.
- (3) Your legal representative if you die, but only with respect to his or her duties as such.
- (4) Your **employees**, but only for acts within the scope of their employment by you, or while performing duties related to the conduct of your business.
- (5) Your **volunteer workers**, but only while performing duties related to the conduct of your business.
- (6) If you are designated in the Declarations as an individual, then your spouse, but only with respect to the conduct of a business of which you are the sole owner.
- (7) If you are designated in the Declarations as a partnership or joint venture, your partners and their spouses, but only with respect to the conduct of your business.
- (8) If you are designated in the Declarations as a limited liability company, your members, but only with respect to the conduct of your business, and your managers, but only with respect to their duties as such.
- (9) If you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company, your executive officers and directors, but only with respect to their duties as such. Your stockholders are also **insureds**, but only with respect to their liability as stockholders.
- (10) If you are designated in the Declarations as a trust, your trustees, but only with respect to their duties as such.
- (11) Any organization in which you maintain an interest of more than fifty percent (50%) as of the effective date of this policy.

- (12) A partnership, joint venture or limited liability company that you acquire or form during the **policy period**, but only if we have named such partnership, joint venture or limited liability company as an **insured** on a written endorsement that is made part of this policy.

III. DEFENSE AND SETTLEMENT

- (A) We will have the right and duty to defend any **suit** covered by Insuring Agreement A, but only when the **scheduled underlying insurance** or **other insurance** has been exhausted by payment of **loss** to which this policy applies.
- (B) We will have the right and the duty to defend any **suit** covered by Insuring Agreement B, but only when such **suit** seeks damages because of **bodily injury, property damage, or personal and advertising injury** that are not covered by the **scheduled underlying insurance** or by **other insurance**.
- (C) When we assume the defense of any **suit** under Paragraph (A) or (B) above, we will have the right to investigate, defend and settle such **suit** as we deem appropriate. We will defend any such **suit** even if it is groundless, false or fraudulent. We also will pay the following supplementary payments in connection with any **suit** we defend, but only if such supplementary payments are not covered by the **scheduled underlying insurance** or any **other insurance**:
- (1) Premiums on appeal bonds or bonds to release attachments, subject to the applicable Limits of Insurance set forth in the Declarations, provided that we will not be obligated to apply for or furnish any such bond.
 - (2) All costs taxed against an **insured** in connection with the **suit**.
 - (3) Pre-judgment interest awarded against the **insured** on that part of any judgment paid under this policy, but only such interest as shall accrue before we make a settlement offer within the policy's applicable Limits of Insurance.
 - (4) Post-judgment interest that accrues after entry of judgment and before we have paid, offered to pay, or deposited in court, that part of the judgment that is within this policy's applicable Limits of Insurance.
 - (5) Reasonable expenses incurred by an **insured** at our request or with our consent.
- (D) We will have no duty to defend, investigate, pay or settle, or continue to defend, investigate, pay or settle, a **suit** after the applicable Limits of Insurance set forth in the Declarations have been exhausted by the payment of **loss**; in which case we will have the right to withdraw and discontinue our investigation or defense of such **suit**.
- (E) We will have no duty to defend the **insured** against any **suit** seeking damages to which this insurance does not apply.
- (F) If we are prevented by law or statute from assuming our defense obligations under Paragraph (A) or (B), we will pay any expenses incurred by you with our consent in connection with the defense of a **suit** otherwise covered by that section.
- (G) Except as otherwise provided in this Section III. Defense and Settlement, we shall have no duty to defend any **suit** against an **insured**. We, however, will have the right, but not the duty, to associate with you in the investigation, settlement or defense of any **claim** or **suit** to which this policy applies, in which case the **insured** will cooperate with us and make available all information and records we reasonably require. We will exercise our right to associate at our expense.

ENDORSEMENT #012

This endorsement, effective 12:01 a.m., July 26, 2022 forms a part of Policy No. UEC001910317 issued to SWCA, INC. DBA: SWCA ENVIRONMENTAL CONSULTANTS by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
ANY PERSON(S) OR ENTITY(IES) REQUIRING BY WRITTEN CONTRACT THAT THE NAMED INSURED PROVIDE ADVANCED WRITTEN NOTICE OF CANCELLATION. THE PERSON OR ENTITY MUST BE LISTED ON A SPREADSHEET FROM THE BROKER THAT INCLUDES THE PERSON'S OR ENTITY'S NAME AND VALID MAILING ADDRESS. THIS SPREADSHEET MUST BE RECEIVED BY THE COMPANY WITHIN FIVE DAYS OF THE COMPANY'S REQUEST TO THE BROKER. OTHERWISE, THE COMPANY WILL BEAR NO RESPONSIBILITY FOR SUCH ADVANCED WRITTEN NOTICE OF CANCELLATION	REFER TO SPREADSHEET PROVIDED BY BROKER	30

All other terms and conditions of the Policy remain unchanged.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/26/2022

Policy No. WEC001910617

Endorsement No.

Insured

Premium Included

SWCA, Inc. DBA: SWCA ENVIRONMENTAL CONSULTANTS

Insurance Company

Countersigned by _____

XL Specialty Insurance Company

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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**

Where required by written agreement signed prior to loss

All California Operations.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/26/2022

Policy No. WEC001910617

Endorsement No.

Insured

Insurance Company

SWCA, Inc. DBA: SWCA ENVIRONMENTAL
CONSULTANTS

Greenwich Insurance Company

Countersigned By _____

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver
Name of person or organization
☒ Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations: All Texas Operations
3. Premium:
The premium charge for this endorsement shall be 2.000 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/26/2022

Policy No. WEC001910617 Endorsement No.
Premium Included

Insured

SWCA, Inc. DBA: SWCA ENVIRONMENTAL CONSULTANTS

Insurance Company

Countersigned by _____

XL Specialty Insurance Company

WC 42 03 04 B

(Ed. 6-14)

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Where required by written agreement signed prior to loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/26/2022

Policy No. WEC001910617

Endorsement No.

Insured

Premium \$ Included

SWCA, Inc. DBA: SWCA ENVIRONMENTAL CONSULTANTS

Insurance Company

Countersigned by _____

XL Specialty Insurance Company

WC 43 03 05

(Ed. 7-00)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

Number of Days Notice: 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in **PART SIX – CONDITIONS, D. Cancellation** of the Workers' Compensation and Employers' Liability Insurance Policy or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

All other terms and conditions remain the same.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/26/2022

Policy No. WEC001910617

Endorsement No.

Insured
SWCA, Inc. DBA: SWCA ENVIRONMENTAL CONSULTANTS

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

WC 99 01 10
Ed. 1/08

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