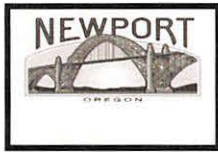


3626



AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Insurance Agent of Record Date: 4-23-2024

Statement of Purpose: Approve Agent of Record
with Wha Insurance Fy 24-25

Department Head Signature: [Signature]

Remarks, if any: _____

City Attorney Review and Signature: Complete, no sign off / verbal Date: 4-18-24

Other Signatures as Requested by the City Attorney: _____

Name/Position
Date: _____

Budget Confirmed: Signature Yes No N/A

Certificate of Insurance Attached: Yes No N/A

City Council Approval Needed: Yes No Date: April 1, 2024

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: Apr 23, 2024

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____

**CITY OF NEWPORT, OREGON
PERSONAL SERVICES AGREEMENT**

Insurance Agent of Record

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and WHA Insurance Agency, Inc. (Contractor). This Agreement shall be effective when signed and dated by an authorized representative of each party.

RECITALS

- A. Contractor has the training, ability, knowledge, and experience to provide services desired by the City.
- B. City has selected Contractor to provide services under its public contracting rules.

TERMS OF AGREEMENT

1. SERVICES TO BE PROVIDED

Contractor shall provide the services described in attached Exhibit A to this Agreement, which consists of a request for proposals (RFP), and Contractor's response to RFP. To the extent there are any inconsistencies or conflicts between this Agreement and the attached Exhibit A, this Agreement shall control and prevail.

2. TERM

The term of this Agreement shall be for (5) five years. This Agreement shall start on date of signature and shall expire, unless otherwise terminated or extended, on April 1, 2029.

3. COMPENSATION

Contractor shall be compensated as described in attached Exhibit A to this Agreement.

4. ASSIGNMENT / DELEGATION

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other.

5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR

Contractor certifies that:

- A. Contractor acknowledges that Contractor is an independent contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City

shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make (to Contractor or third party) as a result of the finding.

- B. Contractor represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing.
- C. Contractor certifies that Contractor currently has a City business license or will obtain one prior to delivering services under this Agreement.
- D. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

6. INDEMNIFICATION

City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws. Acceptance of contractor's work by City shall not operate as a waiver or release. Contractor agrees to indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this Agreement, except to the extent that the liability arises out of the negligence of the City and its employees. Contractor's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.

7. INSURANCE. (Item omitted).

8. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS

All notices, bills and payments shall be made in writing and may be given by personal delivery or mail. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices and other information:

City: City Recorder
 City of Newport
 169 SW Coast Hwy.

Newport, OR 97365
Phone: 541.574.0613
e.glover@newportoregon.gov

Contractor: WHA Agency Insurance, Inc.
Attn: Lorin Williams
2930 Chad Drive, STE. 100
Eugene, OR 97408
541-284-5140
lwilliams@whainsurance.com

Notices mailed to the address provided for notice in this section shall be deemed given upon deposit in United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery.

9. MERGER

This writing is intended both as a final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of this Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

10. TERMINATION WITHOUT CAUSE

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the Agreement pursuant to this paragraph, it shall pay Contractor for services rendered to the date of termination.

11. TERMINATION WITH CAUSE

- A. City may terminate this Agreement effective upon delivery of written notice to Contractor, or at such later date as may be established by City, under any of the following conditions:
1. If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified, or terminated, to accommodate a reduction in funds.
 2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
 3. If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

4. If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.
5. If City determines that termination of this Agreement is in the best interest of the City.

Any such termination of this Agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

1. If Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
2. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.
3. If Contractor fails to eliminate a conflict as described in Section 11 of this Agreement.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (B), Contractor shall be entitled to receive payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable attorney fees, and other costs of litigation at trial and upon appeal.

12. ACCESS TO RECORDS

City shall have access to books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

13. FORCE MAJEURE

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within 10 days from the beginning of the delay, notify the other party in writing of the cause of delay and its probable extent. The notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under this Agreement.

14. NON-WAIVER

The failure of City to insist upon or enforce strict performance by Contractor of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

15. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

16. ERRORS

Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delay and without additional cost.

17. EXTRA WORK

Only the City Manager may authorize additional work not described in Exhibit A. Failure of Contractor to secure written authorization for work not described in Exhibit A shall constitute a waiver of all right to adjustment in the contract price or contract time due to such unauthorized extra work and Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work.

18. ATTORNEY FEES

In any action arising under this Agreement, the prevailing party shall be entitled to such sum as the court may award as reasonable attorney fees and court costs, including attorney fees and court costs on appeal.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon, and the parties hereby consent to venue in Lincoln County Circuit Court, Oregon, unless exclusive jurisdiction is in federal court, in which case venue shall be in federal district court for the District of Oregon.

20. COMPLIANCE WITH STATE AND FEDERAL LAWS / RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers' compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this Agreement. (See attached Exhibit B.)

21. SEVERABILITY / COUNTERPARTS

In the event any provision of this Agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect. This Agreement may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.

CITY OF NEWPORT

04-23-24

City Manager

Date

WHA Agency Insurance, Inc.

Lorin Williams, Public Entities Account Executive

Date

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict of law principles. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court of the State of Oregon, and the parties hereby consent to venue in Lincoln County Circuit Court, Oregon, unless exclusive jurisdiction is in federal court, in which case venue shall be in federal district court for the District of Oregon.

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Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers' compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279B, the provisions of which are hereby made a part of this Agreement. (See attached Exhibit B.)

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In the event any provision of this Agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect. This Agreement may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.

CITY OF NEWPORT



04-23-24

City Manager

Date

WHA Agency Insurance, Inc.



04/23/24

Lorin Williams, Public Entities Account Executive

Date

EXHIBIT A
TO PERSONAL SERVICES AGREEMENT

1. Request for Proposals
2. Contractor's response to RFP

EXHIBIT B
TO PERSONAL SERVICES AGREEMENT

RELEVANT PROVISIONS OF ORS CHAPTER 279B

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

279B.230 Condition concerning payment for medical care and providing workers' compensation.

1. Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
2. Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

279B.235 Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits.

1. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
2. In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

3. (a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.



Exhibit A

City of Newport

**REQUEST FOR PROPOSAL
FOR
INSURANCE AGENT OF RECORD
SERVICES**

**City of Newport
City Hall
169 SW Coast Highway
Newport, OR 97365**

Telephone: 541-574-0613

**DUE DATE & TIME
March 20, 2024 at 12:00PM**

I. GENERAL INFORMATION:

City of Newport (City) is seeking written proposals from qualified insurance agents to serve as the Agent of Record for the City's risk management program; property, casualty, liability, and auto insurance and for employee insurance and related benefit programs; cyber liability, workers' compensation, medical including vision and prescription coverage, dental, long term disability, life and other risk management services. The term will begin with review of existing insurances and placement of coverage for the City of Newport effective with the fiscal year beginning July 1, 2024. It is expected, the agent of record will be providing renewal services through the fiscal year beginning July 1, 2029 and providing claims and loss prevention services through June 30, 2030.

The Agent of Record should be fully qualified to work with City County Insurance Services (CIS), SAIF, VFIS, Chubb, and Evolve MGA Cyber, and other qualified providers, and prepared to provide extensive services and support in the areas listed for a minimum of award date to contract end.

City of Newport City Hall must receive the proposal by **12:00p.m. on March 20, 2024**. Proposals should be delivered by e-mail, mail or in person to the following address:

**City of Newport/e.glover@newportoregon.gov
Attention: Erik Glover, Assistant City Manager/City Recorder
169 SW Coast Highway
Newport, OR 97365**

Proposals received after the specified date and time will not be given further consideration.

Contract approval is scheduled for on or after April 01, 2024. All dates are tentative and subject to change at City's discretion.

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of the content.

Proposals shall be firm for a period of thirty (30) days after the closing date. Each responding proposer may withdraw their proposal if it has not been accepted within thirty (30) days from the RFP closing date.

The award of this contract will be made by the City on the basis of the proposal which, in the City's sole and absolute judgment, will best serve the best interests and needs of the City. The City reserves the right to accept or reject any or all the proposals, and waive any informalities and irregularities in said proposals.

All proposers must provide the information requested in Section III, Proposal Submission Requirements. Failure to respond to any or all requested information may result in disqualification by the City.

Questions, interpretations or clarifications of this RFP must be requested in writing. All questions should be directed to Erik Glover, Assistant City Manager. All questions are due by 12:00PM on March 12, 2024. Send questions to e.glover@newportoregon.gov

II. ANTICIPATED RFP SCHEDULE

ACTION	DATE
Issue RFP	March 1, 2024 12:00 PM
Final Questions Due	March 12, 2024 12:00 PM
Proposals Due	March 20, 2024 12:00 PM
Award	On or After/Monday April 1, 2024

III. PROPOSAL SUBMISSION REQUIREMENTS:

The proposing agent shall be responsible for preparing an effective, clear, and concise proposal. The proposals must include the following minimum information:

1. **Letter of Transmittal:** All Proposals must include a cover letter signed by a person legally authorized to bind the applicant to its proposal. The cover letter must include name of the agency, broker and/or agent of record, address, telephone and fax numbers of the agency and email address of the person(s) who are authorized to represent the proposer.
2. **Experience and Qualifications:** List the key personnel and qualifications relative to the scope of work (Exhibit A) of this RFP; including but not limited to a description of education, certificates or licenses, professional background, experience, skills, expertise and training.
3. **Response to Scope of Work:** A statement of how the Agent will provide services and address the scope of work (Exhibit A) of this RFP.
4. **Compensation:** Discussion of proposed method of compensation. Proposer should submit a flat rate/fixed fee for their services. In the event policy/program utilizes a commission amount, list those amounts.
5. **Additional Services:** Provide descriptions of any other services the Agent would propose to include within the base cost of the proposal.

6. References: Provide a representative listing of municipal governments for whom the Proposer is currently or has previously provided Risk Management and Insurance Broker Consulting Services, within the last three (3) years. Provide government contact name, phone number, and email address. Oregon references are preferred. The City reserves the right to explore the background, previous experience, training, financial affairs or related matters of any firm of individual under consideration for this contract.

7. Proposer's Warranty: Exhibit B

8. Other:

(a) A statement disclosing whether the Agent or any of its staff who would work on this contract have ever been sued or been subject to professional discipline in connection with acting as Insurance Agent of Record for any client or related services. If such lawsuits or disciplinary actions have occurred, please summarize the allegations, when they occurred, and indicate the outcome of the proceedings.

(b) Indicate the Agent's approximate annual property/casualty premium volume from public entities.

IV. MINIMUM QUALIFICATIONS:

1. Any proposer must be licensed to provide insurance services in the State of Oregon;
2. Authorized to work with City County Insurance Services (CIS), SAIF, VFIS, Chubb, and Evolve MGA Cyber, and other qualified providers as an insurance provider and have current experience and connections to/with these providers;
3. Demonstrated experience in servicing public sector accounts of equal size, complexity, and scope;
4. City of Newport is an Equal Opportunity Employer. Each service provider must comply with federal, state and local Equal Employment Opportunity requirements.

V. SELECTION PROCESS:

1. Each proposal received will be evaluated to determine if it meets the stated requirements. Failure to meet these requirements will be cause for eliminating the proposal from further consideration.
2. The City reserves the right to reject any and all proposals, to accept or reject all parts of the proposal, and to be the sole judge of the suitability of the proposals offered.
3. Proposals will be evaluated on the following criteria
 - a. Experience and Qualifications-40%
 - b. Public Sector Pool Experience-30%
 - c. Compensation-10%
 - d. References-20%

4. All submittals in response to this RFP are public records and available for inspection and copying upon request. Any portions of the RFP submittal marked as confidential will not be made public without consent of the consultant prior to the award of the contract.
5. A review committee of the City Manager, Assistant City Manager, and Human Resources Director will evaluate the proposals, and provide a recommendation to the City Council.

VI. TERMS AND CONDITIONS:

1. **Term of Agreement:** The City anticipates selecting the Agent of Record to commence services sometime after April 1, 2024, and continue for the remainder of five (5) years ending June 30, 2030, unless terminated earlier in accordance with the provision of the Agreement.
2. **Withdrawal of RFP:** Proposals may be withdrawn before the RFP submittal deadline by submitting a written request to Erik Glover, Assistant City Manager. Re-submittal before the RFP submittal deadline can be made, however, they may not be re-submitted after the deadline.
3. **RFP Costs:** All costs incurred in the preparation and presentation of the RFP shall be the responsibility of the responding party to the RFP. All documents submitted as part of the RFP will become property of the City. Requests for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such.
4. **City of Newport Contacts:** The designated individual responsible for coordination of the RFP is Erik Glover, Assistant City Manager. Any questions relating to this RFP should be directed to e.glover@newportoregon.gov **in writing only**.

EXHIBIT A SCOPE OF WORK

The Agent of Record will generally provide expertise in insurance coverage, markets, and risk management for the City, responsibly advocate for the City's needs, participate in the City's risk management decisions, and provide stability and institutional knowledge for City staff. Specific expected services are:

A. General:

1. Provide expertise in insurance coverage, markets, pricing and risk management for public risks.
2. Provide an evaluation of exposures, coverage design and pricing alternatives and make recommendations.
3. Responsibly advocate for the individual member's needs and best interests.
4. Participate in the executive risk management decisions and priorities.
5. Provide stability and institutional knowledge for members.
6. Be a risk management training resource for staff and elected officials.
7. Review the city's cyber, property, specialty, auto, and mobile equipment schedule to assure all facilities and equipment are listed and appropriately insured.

B. Renewal or New Business Quotes:

1. Provide oversight of the process, timing, and input on budget as requested by the member.
2. Review completed application/renewal forms in consultation with the member, including any additions, deletions or changes to exposure information.
3. Provide appropriate prior carrier loss experience for new business quotes.
4. Review member coverage design for appropriate limits, coverage and pricing options.
5. Analyze scheduled property for flood and earthquake exposures. Determine property in high-hazard flood areas and recommend appropriate flood coverage options.
6. Obtain alternative quotes as directed by the member.
7. Review and compare renewal or quotes with the member and make recommendations.
8. Confirm placement or renewal of coverage with the member and with City County Insurance Services (CIS), SAIF and other qualified providers making sure certificates of coverage are provided as needed. It is expected agent will bind coverage under this agreement for 24-25 FY.
9. Review coverage documents and policies with the member for completeness and accuracy.

C. Claims:

1. Manage and counsel the member regarding the submission of claims.
2. Prepare or assist in submission of property/liability/work comp claims to City County Insurance Services (CIS), SAIF and other qualified providers Claims Department.
3. Provide other assistance as requested, e.g. communication with the claims adjuster, assistance in providing documentation or coordination of services. Provide updates on claim status as requested.
4. Assist the member in a review of claims trends or status, if needed.

D. Loss Prevention/Risk Management:

1. Meet with the City County Insurance Services (CIS), SAIF and other qualified providers Risk Manager and the member either during or after inspection of facilities.
2. Assist as possible with follow up, including corrective actions and documentation.
3. Promote the use by the member of available CIS/SAIF or other qualified provider resources, training and claims management services.
4. Provide periodic evaluation of the member's loss patterns and trends and, if appropriate, suggest prevention or mitigation strategies.
5. Assist member with the development of a reasonable risk management strategic plan.
6. Review CIS Best Practices with the member and CIS risk management consultant.
7. Conduct risk management trainings, as directed and requested by member.

DI. Miscellaneous Functions:

1. Notify CIS City County Insurance Services (CIS), SAIF and other qualified providers Underwriting of mid-term changes and provide the member with current schedules reflecting those changes.
2. Issue certificates of insurance and other verifications of coverage as necessary.
3. Review property appraisals with the member and suggest any needed changes or modifications.
4. Assist the member with any billing questions or issues.
5. Coordinate and place any required coverage not provided or not available in the present CIS program.
6. Assist with specific risk management issues and coverage for festivals and special events. Ensure appropriate coverage for third parties.
7. Maintain a seven-year history of coverage, losses, schedules, changes, inspections and other relevant documents involving the agency.
8. Meet with City management, department directors as necessary, and be readily responsive to requests for assistance.
9. Provide professional advice on a specific project basis, and general consultation on public property and contracting matters, as needed.
10. Attend CIS training/conference and advise staff of upcoming City County Insurance Services (CIS), SAIF and other qualified providers changes in property, liability, health care insurance, trends in the short and long term insurance developments, and other risk management trends

**EXHIBIT B
PROPOSER'S WARRANTY**

TO: City of Newport, Oregon

PROPOSAL OF: _____

() an individual () a partnership () a corporation (please mark the appropriate box)
organized under the laws of the State of _____.

The undersigned, having carefully read and considered the Request for Proposal to provide Insurance Agent of Record services for the City of Newport, Oregon does hereby offer to perform such services on behalf of the City, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in the Proposal.

OFFEROR

Company Name

BY _____
Signature of Authorized Representative Please print name

PRINCIPAL OFFICE ADDRESS

Federal tax ID _____ State ID _____

Street Address _____

City _____ County _____

State _____ Zip Code _____

Telephone _____ Facsimile _____

E-Mail Address _____

THIS FORM MUST ACCOMPANY ALL PROPOSALS



*Insurance Agent of Record Services
RFP Response*

City of Newport



Your trusted insurance and risk management advisor

Mission Statement

Our mission is to always act in the best interest of our clients as their trusted insurance and risk management advisor.

Values

Professionalism

To consistently display integrity, expertise, and respectful collaboration.

Generosity

To give, share, and support others.

Integrity

To commit to being respectful, honest, and making ethical choices.

Diversity

To understand and support each team member's unique background and strengths.

Passion

To fuel purpose and ignite meaningful actions.

Active Learning

To build knowledge and enhance critical thinking.

Vision

Our Clients

To provide an exceptional client experience with passion, professionalism, and care.

Our Providers

To develop the highest level of trust with our providers through effective collaboration.

Our Industry

To be recognized as innovative industry leaders in insurance and risk management services.

Our Team

To foster a culture that supports each team member's personal and professional aspirations.

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"CIS does not provide any recognition for agents for a job well done – but if we did – Wilson Heirgood [WHA] would get the award for the members with the lowest loss ratio in the top ten CIS agencies over the last five years. Well done! Thank you for your risk management efforts with CIS members."

Scott Moss, CIS
Property/Casualty Trust Director
05/24/2022

Erik Glover, Assistant City Manager/City Recorder
City of Newport
169 SW Coast Highway
Newport, OR 97365

WHA Insurance Agency
Lorin Williams & Jennifer King
2930 Chad Drive, Eugene, OR 97408
P: 541-342-4441 | F: 541-484-5434
lwilliams@whainsurance.com
jking@whainsurance.com

Dear Erik Glover,

It is an honor to have the opportunity to respond to City of Newport's Request for Proposal – Insurance Agent of Record. WHA meets or exceeds all requirements and is able to perform all work outlined in the RFP and Scope of Work in Exhibit A. In addition to your minimum requirements, in this RFP we outline additional services we offer to help support you and your staff with your risk management needs. WHA has enjoyed serving the Pacific Northwest for over 70 years; established in 1950, WHA is licensed to work in 49 states. Our Public Entity department was established in 1979 and currently serves over 300 Oregon Public Entities. In 1990 we established a Risk Management department to address both insurance and non-insurance risk issues.

In 1979, WHA was one of the first agencies to commit to developing a specialized department designed to serve Oregon's Public Entities at the highest possible level, merging insurance and risk management professionals into one team. Today our staff of over 65 employees includes 45 licensed agents, seven licensed consultants, and three Certified Risk Managers (CRM). Each of our licensed staff are "narrow banded" professionals that focus at the highest level on specific insurance and risk management needs. WHA is a large regional agency offering professional specialists to serve each of the City of Newport's insurance and risk management needs.

As you review this proposal, we ask that you focus on several key areas that make WHA Insurance unique in its ability to meet your needs:

City/County Knowledge

Over a four-decade span, WHA followed the medical world's lead in developing highly skilled specializations. We believe the insurance and risk management fields are too complex to allow for an effective generalized approach. Our goal has been to blend the highest level of insurance and risk management knowledge with a strong understanding of Public Entities' needs and unique language in order to offer a truly hands-on partnership. Today, if we aren't teaching the classes that you and your staff are participating in, we are sitting next to you, learning about your needs.

Some insurance professionals lecture at their clients, but WHA strives to combine its insurance and risk management knowledge with the City's specific issues to support your needs. To do this effectively, we attend your professional associations' conferences, read your and other Cities' monthly minutes, and study and compare our large expanse of similar Public Entities.

Meaningful Services

The knowledge we have gained from CIS, PACE, Special Districts Association of Oregon, and other state pools and associations, the insurance industry, and risk management educational institutions allows WHA to be laser-focused on time sensitive services. From working with FEMA claims to 24/7 critical claims support teams, WHA offers a comprehensive menu of services that includes a partnership approach to Public Entity risk management, trainings, inspections, and analytical support documents all designed specifically for the City's needs. We hope the services outlined in this proposal response resonate with your organization.

A History of Results

The insurance industry uses several benchmarks to evaluate and compare agencies. Among these are loss ratio and client retention. Loss ratio is the ratio of cost of claims to premiums earned, usually for a one-year period.

Low loss ratios mean better rates, significant saving of staff time, and increased City morale. WHA annually averages under 23%, while it is common for Public Entity insurance pools to average between 45% and 65%. Our lower loss ratio means that our clients are eligible for the best insurance rates and aren't suffering the volume of injuries and time-wasting claims that other cities experience. It validates that our programs are the most effective. Client retention refers to the percentage of clients that continue to renew with the same agency year over year. Agentero reports the average agency retention is 84%, while the top performing agencies report a 93-94% rate. WHA is proud to report an average of 99% retention of our Public Entity clients. These numbers suggest WHA is effective in both risk management and supporting our clients' needs.

Living the Persona of Public Service

WHA believes that it's not enough to just be a professional in your chosen field—it is important to be passionate about our clients' success. We encourage and support each of our staff in their volunteer efforts. The support team we offer to the City spends its time volunteering: as the management staff for Oregon Peoples' Utility District Association; with ORWARN, AWWA, NWWA; as the Executive Director of the Oregon Fire Chiefs Association; as board members or support staff for Northwest Leadership Seminar; on SAIF's agency council; with the Oregon Health & Safety Section; and as the Western Fire Chiefs Association Division Secretary.

WHA's Public Entity Risk Management department began in 1990. In 2012, we underwent a significant enhancement of our Risk Management Department, and the outcome has led us to a unique process that blends five Risk Management systems to produce superior results. This unique approach has made us a regular guest speaker at several state-sponsored conferences. In 2017, 2019, and 2023 we spoke at the Oregon Governor's Occupational Safety & Health Conference (GOSH is an odd year event), and at Oregon's 2018 Cascade Occupational Safety & Health Conference (COSH is an even year event). We were scheduled to speak at the 2020 and 2022 Cascade Occupational Safety & Health Conference and the 2021 Oregon Governor's Occupational Safety & Health Conference before all were unfortunately cancelled due to COVID-19. Each year for the past decade, we have been a guest speaker in numerous U.S. and Canadian Public Entity conferences on risk management issues.

As the CEO of WHA Insurance, please accept this proposal with my full assurance that we are highly experienced in all of the areas of coverage and services that you listed in your request for Property, Liability, and Workers' Compensation Insurance Agent of Record Services. I give my pledge that we will honor our commitment to meet and exceed your expectations.

Sincerely,



Jeff Griffin
CEO, Public Entities
WHA Insurance Agency

Proof of Licensure in the State of Oregon

WHA Insurance and our agents are licensed in good standing with the State of Oregon, are well-informed of and comply with all applicable federal and state laws and practices.

State of Oregon
Insurance License

License No: 100153802
Oregon Department of Consumer & Business Services Insurance Division

WHA INSURANCE AGENCY INC

Doing Business As: WILSON-HEIRGOOD ASSOC., WHA INSURANCE AGENCY,
FITCH-HUGGINS ASSOCIATES

Is licensed/authorized to engage in the business of insurance in the State of Oregon in the capacity stated below.

RESIDENT

LICENSE TYPE	LICENSE EFFECTIVE DATE	LICENSE EXPIRATION DATE	LINES OF AUTHORITY
Consultant	06/01/2022	05/31/2024	General Lines, Health, Life
Insurance Producer	06/01/2022	05/31/2024	Casualty, Health, Life, Managing General Agent, Property
Third Party Administrator	12/01/2021	11/30/2023	

The license continues in force until it is suspended, revoked, or expired. This license cannot be reinstated if it has been expired longer than 1 calendar year from the date of expiration.

A licensee must notify the director of the Department of Consumer Services & Business Services no more than 30 days after a change of resident, business address, or telephone number. ORS 744.068

A producer can not transact insurance unless appointed by an insurer or affiliated with a business entity that is appointed by an insurer. ORS 744.078

For more information, call (503)947-7981

Register for E-notify to receive notification of law changes, The Regulator, and other information
https://servicegovdelivery.com/service/multis_subscribe.html

2. Experience and Qualifications: List the key personnel and qualifications relative to the scope of work (Exhibit A) of this RFP; including but not limited to a description of education, certificates or licenses, professional background, experience, skills, expertise and training.

See next page.

 **PROPERTY & CASUALTY TEAM**



Lorin Williams
Property & Casualty Account Executive

Lorin Williams will be the lead agent for the City. She is a licensed property and casualty agent in Oregon. Lorin has over six years of experience working with Public Entities in the State. She works as the lead agent on all WHA's Cities and Counties in Oregon. She currently serves as the Executive Assistant for the Oregon People's Utility District Association.

- Education: University of Oregon, BA
- Oregon Insurance License: Property & Casualty (02/2018)
- Risk Management Certification – OR-PRIMA (currently enrolled)
- Oregon People's Utility District Association Executive Assistant
- American Society of Association Executives Member



Jeff Griffin, CEO
Property & Casualty Account Executive

Jeff has over forty years' experience working with Special Districts in Oregon. He will support the City with his knowledge of and experience with implementing effective risk management and safety programs in Public Entities. Jeff has also been a subject-matter expert working with Oklahoma State University on three safety textbooks as a validator.

- Education: University of Oregon, BS
- Oregon Insurance License: Property & Casualty (1/1990), Health & Life (01/1990), Managing General Agent (05/2022)
- Oregon Consulting License: General Lines, Health & Life (07/2015)



Kelly McCorkle, CISR
Property & Casualty Account Manager

Kelly will be your Account Manager responsible for your day-to-day servicing, including but not limited to policy additions or deletions, issuing certificates of insurance, and coverage questions.

- Oregon Insurance License: Property & Casualty (06/1998)
- Certified Insurance Service Representative (CISR) Designation

 **WORKERS' COMPENSATION TEAM**



Jennifer King, CPIW, CPIA

Workers' Compensation Account Executive & Consultant

Jennifer will be the lead Workers' Comp agent for the City – bringing over 25 years of experience. She has completed an advanced Workers' Compensation Underwriting series developed by SAIF. She is the exclusively endorsed Workers' Compensation agent for a state association and serves on its Safety Management Council. Jennifer has presented at regional and state safety conferences and seminars. She is involved with each step of the Workers' Compensation process, including risk analysis, compliance assistance, claims management, market analysis and renewal decisions.

- Oregon Insurance License: Property & Casualty (02/1997), Health & Life (09/1997)
- Oregon Consulting License: General Lines, Health & Life (02/2013)
- Certified Professional Insurance Woman (CPIW) Designation
- Certified Professional Insurance Agent (CPIA) Designation
- SAIF Agency Advisory Council- 2018 to Present
- OTA's Safety Management Council President- 2015 to Present
- OR-OSHA Regulatory Advisory Committee Member-Infectious Disease
- OR-OSHA Regulatory Advisory Committee Member-Agriculture Labor Housing
- OSHA-certified
- Safety Training Oversight and Organization
- Expertise: Retrospective Rating Optional Programs and Underwriting



Christie Montero, CIC, CISR

Workers' Compensation Account Manager

Christie is your Account Manager. She works closely with Jennifer assisting clients with their day-to-day needs such as policy changes, certificates of insurance, and general policy inquiries. Christie has been with WHA Insurance since 2005 and brings to the table over 20 years of experience in commercial Property & Casualty and Workers' Compensation.

- Oregon Insurance License: Property & Casualty (08/2002), Health & Life (08/2002)
- Certified Insurance Counselor (CIC) Designation
- Certified Insurance Service Representative (CISR) Designation
- Specialist in Transportation & Risk (STAR) Designation

 **EMPLOYEE BENEFITS TEAM**



Rich Allm
Employee Benefits Account Executive & Consultant

Rich began his insurance career in 1995 with Regence Blue Cross Blue Shield of Oregon. He was responsible for servicing various cities, counties, and school districts across the state of Oregon. He was recruited by WHA in 2012 and brings 17 years of prior insurance carrier experience. Working as an account executive on the carrier side gives him the ability to audit and ensure the information received is accurate and relevant to your organization.

- Oregon Insurance License: Health & Life (03/2003)
- 27 years of experience working with large, self-insured accounts, fully insured accounts from 2 to 5000 employees, retiree accounts, trust accounts, public entities, individual and Medicare accounts
- Experience analyzing claims and utilization data to identify changes in trends within an organization and suggesting new ideas to potentially decrease utilization and claims costs



Kim Nicholson
Employee Benefits Account Executive

Kim has over 20+ years in the field with WHA. She joined WHA in 2000, working as an account manager in our Life and Health department. Kim currently serves as one of the agency's top account managers, working side by side with Rich.

- Education: BS Health Education, Western Oregon University
- Oregon Insurance License: Health & Life (2000)



Christine Wallace
Employee Benefits Account Manager

Christine would handle customer service for employees, assist with claims issues and questions, provides group administrator training, and supports Rich with all daily activities. She brings 20 years of experience to her role. Christine assists in designing and managing clients' Employee Benefit Programs and works with carriers to obtain plan and rate information tailored to prospect and client requests and demographics and assists prepares presentation materials.

- Oregon Insurance License: Health & Life (03/2007)



Holly Bell
Employee Benefits Account Manager

Holly joined in WHA in 2023, working as a benefits account representative in the Life and Health Department. With 5 years of experience in the industry, she currently focuses on individual policies and Medicare clients. In addition, she aids other members of the department in benefit marketing and preparing business presentations.

- Oregon Insurance License: Health & Life (2018)

CLAIMS MANAGEMENT TEAM



Claims Support & Services



Stephani Kunce
Property & Casualty Claims Consultant

Stephani will assist the City with all property and casualty claims management and consulting, for the first notification of the claim to the claim's close. She is there to fully support, guide, educate, and empower your organization – no matter if it is a small or large claim.

- Education: University of Oregon, BA
- Oregon Insurance License: Property & Casualty (10/2017), Health & Life (03/2018)



Erica Armstrong
Workers' Compensation Claims Specialist

Erica, as our in-house Claims Specialist, plays a crucial role in collaborating with Jennifer and the City to ensure the swift and accurate handling of all Workers' Compensation claims. From the initial notification of a claim to its ultimate closure, she provides comprehensive support, guidance, education, and empowerment to the organization. Whether dealing with a small or large claim, Erica is committed to facilitating an effective and streamlines claims management process.



Betty Berry
Workers' Compensation Claims Consultant

Betty, with over 35 years of experience in Workers' Competition insurance, is an invaluable asset to the City's team. As a former Certified Claims adjuster, she spent 11 years as a Claims Adjuster at SAIF Corporation, followed by more than two decades as a Return-to-Work Consultant at the same corporation. With her extensive background, Betty specializes in providing the City with return-to-work assistance and support for the Employer-At-Injury Program (EAIP).

Service Commitment from Your Primary Team

We have the following strict standards in place for timely communications and responses to our clients. Your Account Executives are available anytime by mobile phone. Urgent matters will be responded to within one hour.

Assignment	Required Response Time
Return phone call	Same Day
Certificate of Insurance requested	Same Day if possible and always within 24 hours
Respond to Email	Within 24 hours
Contract/Document Review	Within 24 hours
Onsite in Emergency Situation/Claim	Within 1 hours

 **RISK MANAGEMENT TEAM**



David Nelson, MBA, ARM, Ret. Police Chief
Risk Manager & Public Entity Support

Dave will provide the City with Loss Control and Risk Management consulting. He joined the WHA Team from Citycounty Insurance Services (CIS) bringing over 13 years of the highest-level city specific risk management.

- Education: Marylhurst University, MBA; FBI National Academy, Class 206
- Associate in Risk Management (ARM)
- Retired Police Chief for the City of Troutdale
- Former City Administrator for the City of Troutdale
- Former City Counselor for the City of Sandy



Winslow Cervantes, CRM, CISR
Risk Manager & Field Service Agent

Winslow will provide the City with Loss Control and Inspection Program services, risk management consulting, UAS inspections and surveys, GIS mapping and modelling, and UAS program development and implementation (*if requested*).

- Education: University of Oregon, BS & MS
- Oregon Insurance License: Property & Casualty (11/2015), Managing General Agent (05/2022)
- Certified Risk Manager (CRM) Designation
- Certified Insurance Service Representative (CISR) Designation
- Extensive Training in UAS Accident Investigation, Mapping, Surveying, and Search & Rescue
- Pix4D Certification
- GIS Professional



Nathan Cortez, CSRM, CISR
Risk Manager & Field Service Agent

Nathan is a Risk Manager and certified Crime Prevention Through Environmental Design (CPTED) consultant will assist with loss control for the district. CPTED is an effective approach that focuses on designing physical environments in a way that discourages criminal activity and enhances the overall safety of an area. By providing this service, Nate demonstrates a proactive approach to security and a commitment to keeping Districts facilities safe, well-maintained, and visually appealing. His expertise in identifying security vulnerabilities and offering practical solutions is aimed to help Districts protect their assets. Nate has worked with PUDs in Oregon providing loss control services for over eight years.

- Oregon Insurance License: Property & Casualty (11/2015)
- Certified Insurance Service Representative (CISR) Designation
- Certified School Risk Manager (CSRM) Designation
- Crime Prevention Through Environmental Design (CPTED) Certification
- ALiCE-certified Instructor
- OSHA-certified

 **RISK MANAGEMENT TEAM**



Dave Pickhardt, Ret. Fire Chief
Risk Manager & Wellness Consultant

Dave will provide the City with additional Loss Control and Inspection Program services, risk management consulting, and UAS inspections. He brings over 35 years of safety and wellness experience. Dave currently serves as the Oregon Fire Chiefs Association’s Safety Section Chair.

- Oregon Insurance License: Property & Casualty (03/2023)
- Paramedic/EMS Professional
- Health & Wellness Fair Coordinator, a free service offered for the City’s staff
- Extensive Training in UAS Mapping and Inspections
- Safety, Health, and Wellness Professional
- OSHA-certified



Les Hallman, Ret. Fire Chief
Risk Manager & Disaster Preparedness Specialist

Les will assist in the City’s general Risk Management Program and advise on Disaster Preparedness from a strategic level. He brings over 40 years of public safety expertise and experience.

- Oregon & Washington Insurance License: Property & Casualty (07/2022)
- Over 40 years of experience as a Disaster Preparedness Specialist
- Former Incident Commander for Florida and Pacific Northwest
- Retired Fire Chief from Florida and Oregon
- Former Florida State Fire Marshal



Steve Silva, CISR
Risk Manager & Field Service Agent

Steve holds a license for Property, Casualty, Life and Health Insurance. Steve has been providing insurance solutions since 2007 and began working with the WHA Insurance Team in 2015. Some of his areas of specialization are Risk Management, Loss Control, Workplace Safety, OSHA Compliance, Property Inspections and Valuations. Steve is committed to excellent customer service.

- Education: Rancho Santiago College, Linn-Benton Community College
- Oregon Insurance License: Property & Casualty (12/2007), Life & Health (12/2007)
- OSHA-certified
- Extensive knowledge on OSHA and Loss Control

3. Response to Scope of Work: A statement of how the Agent will provide services and address the scope of work (Exhibit A) of this RFP.

EXHIBIT A SCOPE OF WORK

The Agent of Record will generally provide expertise in insurance coverage, markets, and risk management for the City, responsibly advocate for the City's needs, participate in the City's risk management decisions, and provide stability and institutional knowledge for City staff. Specific expected services are:

A. General:

1. Provide expertise in insurance coverage, markets, pricing and risk management for public risks.

Insurance Coverage, Markets, and Pricing

WHA is unique in our approach to all your insurance programs. We have dedicated agents in each line of coverage to include property/casualty, workers' compensation and employee benefits. All of whom work together to create a culture in which staff of the City of Newport feel a genuine involvement and relevance in the outcome of the work being done. We accomplish this by educating people in your organization with safety lectures, inspections, benefit fairs or meetings and by making ourselves available, and integrated with your employees on a daily basis. Below you will find our extensive list of services and capabilities available to you in the form of an "Annual Service Options", which will be detailed in the Appendix. Each year we work with all aspects of your organization to prioritize which services are most important to the City of Newport.

- 24 Hour Emergency After Hours Phone Service
- On-staff property, casualty, and workers' compensation claims consultant
- Independent claims review
- Benchmarking and Stewardship reporting against industry standards
- Risk Management training and planning using the Best Practices model utilized by Public Entities involved in infrastructure and critical services delivery
- Coordination and facilitation of actuarial studies and services
- On-site loss control inspections
- MyWave™ access for HR and Benefits tools
- Employee Navigator™ (Online Benefit Enrollment)
- Risk Management Center© for a host of safety and Risk Management tools and resources
- Accident or incident investigation services
- Annual insurance and budget reports
- Property valuations for insurance purposes
- Compliance with OSHA rules and regulations
- Workplace training
- Sample loss control programs and review of the City's loss control publications
- Event or public venue loss control services review
- Volunteer analysis and loss control services
- Ergonomics training
- Various training and educational presentations on topics relevant to the City's needs

Property & Casualty Services

- Insurance Market Coverage Analysis
 - Insurance Consulting
 - Claims Management
 - Emergency critical claims 24/7 on-site support
 - Assistance in third-party subrogation
 - Contract Review
 - Contract Management
 - Contracting kits
 - Stewardship reports
 - Insurance Market Report
 - Service Agreement Review
 - Transition Management
- (Please see appendix for additional services and products)*

Workers' Compensation Services

At WHA, our Workers' Compensation service plans are proactive and reflect the specific needs of each of our accounts. Some services will be administered on a daily basis while other, more consultative services, will be ongoing throughout the year. Those services include:

- Claims Management
- In-house Claims Consultant
- Daily review of claims
- Monthly claim and loss ratio review
- Assistance with problem claims
- Open Claims Reviews
- Return to Work assistance
- Experience Modifier evaluation
- Nondisabling Claims Reimbursement analysis and advice
- Budget forecasting for renewal premiums
- Year-End Audit
- Updates on OSHA Rules and Regulations

Employee Benefits

WHA strives to ensure every decision made by the City is based on a high level of data, knowledge, and understanding. In gathering quotes and reviewing the information provided by all the carriers, we will present the information in a clear format; highlighting the differences and ensuring the City can make well-informed decisions on any changes necessary.

Critical Vendor Selection

- Overall service and quality
- Experience in administering quality improvement processes
- Quality of communication materials (e.g., booklets, EOBs, etc.)
- Effective administration procedures (e.g., coordination of benefits, etc.)
- Responsiveness of group representative
- Cost efficiency
- Responsiveness to client feedback
- Professionalism
- Adequate staffing ratios
- Superior network coverage in relation to location of the City

Capabilities

Our insurance and risk management history with Oregon's cities has given us the opportunity to create exceptionally close working relationships with the industry. Today our relationships with cities as well as insurance pools/insurers in other states have expanded our understanding of the unique risk and insurance needs of Oregon's cities.

WHA maintains ongoing communications with our clients through our Risk Alerts, Comp Tips, Safety Checks, the annual insurance budget projections, white papers on legislative and legal topics (i.e., new Tort limits), and new OSHA regulations (see examples in the Appendix).

The WHA Insurance staff proposing to serve the City of Newport has been actively insuring and providing risk management services for cities for over 30 years.

Client satisfaction is our top priority. Our success is measured through account audits, internal and external quality control, and promptly responding to client needs. Our Public Entity Department team specializes in implementing unique, tailored insurance and risk management services to meet our clients' needs.

Association Involvement

Our commitment to public service and their associations has resulted in our staff becoming members, directors, lecturers, and regular attendees of:

- Oregon People's Utility District Association (OPUDA) Directors
- Northwest Leadership Seminar Executive Director
- Oregon School Safety Officer Association (OSSOA) Board Member
- Oregon Health & Safety Section Executive Director
- Oregon Fire Chiefs Association Executive Director
- Western Fire Chiefs Association Division Secretary
- Washington Fire Chiefs Association Safety Advisor
- FEMA Regular Attendee of Annual Meetings in Washington, D.C.
- Oregon Governor's Occupational Safety & Health Conference Lecturer
- Cascade Occupational Safety & Health Conference Lecturer
- League of Oregon Cities (LOC)
- Oregon Public Risk Management Association (OR PRIMA)
- Oregon Risk and Insurance Management Society (OR RIMS)
- American Society of Safety Professionals (ASSP)

WHA has extensive experience and expertise in managing insurance and risk management needs for public entities. With over 40 years of dedicated service with municipalities, WHA has established itself as a trusted partner in providing tailored insurance solutions and risk management strategies.

WHA has evolved over the years, continually expanding our services and honing our expertise to meet the evolving needs of public entities. From developing specialty departments to hiring seasoned professionals with specialized knowledge in municipalities, WHA has demonstrated a strong dedication to serving its clients with distinction.

Through a customized approach to each client, recognizing that every city has unique risks and priorities, our commitment to creating customized service plans addressing insurance coverage, markets, pricing and risk management ensures that the City of Newport receives the personalized attention and support it deserves. We will accomplish this by reviewing your current policies, deductibles, loss histories to recommend the best coverage options for the City of Newport at the lowest cost possible. WHA will market your coverage to determine what the best coverage and price options are for the city.

Our comprehensive list of services and capabilities underscores our commitment to fostering a culture of safety, employee engagement, and collaboration within the cities we work with. By offering a wide range of services which you will see below, from safety lectures to benefit fairs, WHA is dedicated to supporting the City of Newport in achieving its goals and objectives.

Risk Management

WHA has a full public entity risk management team that focuses solely on public entities to include cities, counties, special districts, and ports. WHA is the only insurance agency in Oregon that has former city, county, and special district employees as part of the WHA staff to help our clients manage their risks. Our experience with all types of public entities allows us to work with and understand the partners you would work with in the event of large-scale events, such as wildfire or flood. The knowledge base enhances our ability to manage the city's risk from a regional perspective.

Our staff has over 60 years of risk management experience working with city governments. Our experience ranges from managing small to large natural disasters, developing city policies and procedures, working with and teaching elected officials, serving in several leadership positions within city government, including elected official. Developing and implementing strategic plans for cities and other public entities and working with city councils to achieve their council goals. Our staff's experience, training, and education will complement the work the staff at the City of Newport is accomplishing.

Therefore, we are confident that with WHA's expertise and personalized approach, the City of Newport insurance and risk management needs will be effectively addressed.

2. Provide an evaluation of exposures, coverage design and pricing alternatives and make recommendations.

As a steward of public funds, we are charged with conducting a "Due Diligence Search" to find the best possible rates and the highest quality of coverage on your behalf.

Part of the duties and services we commit to as your Agent includes a complete evaluation of various markets and coverage forms complete with a detailed report. The City of Newport will receive a premium

breakdown by coverage line and item to assist in making an informed decision for your renewal.

Our volume with public entity carriers and our unique client services enables us to negotiate for the best products, rates, and coverage plans. We monitor the marketplace nationally for insurance providers who may elect to enter the Oregon market in the near future. WHA has completed extensive research of the marketplace and carriers that specialize in public entity exposures.

We are known for our ability to evaluate the insurance market and negotiate with carriers to obtain quality coverage at a very competitive premium. We use an annual 180-day process to solicit competitive proposals from all markets available.

Assessing and providing recommendations regarding the appropriate types of insurance and the levels of coverage necessary to protect our clients from reasonable risks is an essential part of our evaluation process. We review the levels of deductibles for each policy to provide the best balance of risk limitation, lower premium, and other factors.

3. Responsibly advocate for the individual member's needs and best interests.

Serving as the City of Newport's insurance agent is both a distinctive privilege and responsibility. Our commitment to integrity and professionalism, as outlined in our mission and values, underscores our dedication to advocating for the best interests of the City in all endeavors.

4. Participate in the executive risk management decisions and priorities.

WHA strongly believes and supports the enterprise risk management program. WHA public entity risk management staff has been trained in enterprise risk management (ERM), completing the ISO 31000 training. Our staff has trained cities in their specific ERM programs and trained on a statewide level at public entity conferences. Our public entity risk management staff would be an excellent complement to the city's staff in assessing the risks associated with the City of Newport.

5. Provide stability and institutional knowledge for members.

With WHA as your Agent of Record we would seek documents from the last five years such as, but not limited to, prior policies, best practice assessments, any type of onsite inspection or audits, strategic plans, Council Goals, and any violations from government entities to develop a history of the city, and institutional knowledge moving forward. WHA can be a repository for the city's documents moving forward. As an extension of your staff, we will work with you to develop a full understanding of the city, its culture and develop a plan to assist the city to move forward in achieving the goals of the Council and community.

6. Be a risk management training resource for staff and elected officials.

WHA has built the strongest public entity risk management team in the Pacific Northwest. WHA has a dedicated staff in cities/counties, special districts, schools, and ports. With our deep knowledge, education, and experience WHA can be a resource for the city in their risk management needs. WHA staff has trained elected officials through the League of Oregon Cities, Oregon City County Managers Association, and at the AOC County College. One of our public entity risk managers, has served as a City Councilor for the City of Sandy, thereby we have the experience to understand the roles and responsibilities of The City of Newport City Council and can provide training and education to them.

Additionally, WHA staff works with many councils, boards and commissions, and we are familiar with public meeting laws, Roberts Rules of Order, and the need to be transparent to the public while serving the municipality. Several of our staff have held positions in the past that reported directly to public entity boards giving the experience to understand how elected board work together and with staff to serve the community they serve.

7. Review the city's cyber, property, specialty, auto, and mobile equipment schedule to assure all facilities and equipment are listed and appropriately insured.

We will meticulously review the City's cyber, property, automobile, and mobile equipment schedules to verify that all facilities and equipment are accurately listed and appropriately insured. Our goal is to identify any discrepancies and ensure comprehensive coverage at the best possible price.

B. Renewal or New Business Quotes:

1. Provide oversight of the process, timing, and input on budget as requested by the member.

Since 1982, WHA has produced an annual insurance budget report known as the "Budget Letter". With our experience in public entities throughout the Northwest, we have found that out-of-state trends amplify Oregon industry trends, providing us with a broader understanding of the future insurance costs.

Each January our office develops a budget projection for future insurance costs. For entities like the City that operate on a calendar year budget, we provide the projections in early fall. This projection includes the insurance market trends for public entities, while accounting for updated values, risk exposures, and claims experience.

Additionally, we work closely with a national organization called Association of Governmental Risk Pools, or AGRIP, to learn how other regions in our nation are handling financial challenges and how both the microeconomic and macroeconomic markets are moving – which affects and influences costs right here in the Pacific Northwest in various ways.

WHA public entity risk management staff has over 40 years of budget experience. Including budget development for multiple city governments, as well as special districts and ports. WHA Insurance has

Experienced staff to help the City of Newport through their annual budget process to include the evaluation of Capital Improvement Bonds and Local Option Levies if needed.

2. Review completed application/renewal forms in consultation with the member, including any additions, deletions or changes to exposure information.

We will work closely with the City of Newport to review completed application and renewal forms, paying special attention to any additions, deletions, or changes to exposure information. This collaborative approach will help us tailor insurance solutions to the City's evolving needs.

After the Evaluation process is complete, we will organize, develop, and market your insurance coverage requirements. As we obtain and evaluate bids, we will present a package of insurance policy terms, conditions and premiums that best reflects the City's goals and objectives. A detailed schedule of the policies in force, the coverages, deductible amounts, and premiums paid will be provided for your reference.

We will be responsible for notifying you of the invoicing of premium for all policies to ensure that no policy lapses inadvertently. Notification of new developments in the industry or markets that would impact your insurance coverage or policies will be given to the City.

The system WHA uses to produce the best results is to follow a mutually agreed upon plan with your staff that would include:

6 months (180 days) prior to renewal: a market survey will be conducted to update records of each carrier that offers appropriate coverage to utility districts. Detailed information regarding market share, premium size of accounts, claims handling, and special support services is compiled. A budget projection for future insurance costs will be developed. This will include an audit of your payroll by class codes to ensure that our preliminary payroll estimates reflect accurate costs that will not result in a large debit or credit at year's end.

150 days prior to renewal: bid specifications are produced and reviewed with you.

120 days prior to renewal: the approved bid specifications will be forwarded to each viable insurance competitor. Each carrier will be requested to forward copies of coverage forms and provide a quote.

31 days prior to renewal: a review of coverage and rates is prepared for the Risk Management Team or designated decision makers. Final renewal instructions are developed, and appropriate documentation is produced.

3. Provide appropriate prior carrier loss experience for new business quotes.

For new business quotes, we will provide relevant prior-carrier loss experience to assist in the evaluation process. Our aim is to offer insights that support informed decision-making and risk management strategies.

4. Review member coverage design for appropriate limits, coverage and pricing options.

We will conduct a thorough review of the City's coverage design, assessing limits, coverage options, and pricing to ensure alignment with the City's risk tolerance and budgetary considerations. Our recommendations will prioritize comprehensive protection and cost-effectiveness.

5. Analyze scheduled property for flood and earthquake exposures. Determine property in high-hazard flood areas and recommend appropriate flood coverage options.

Understanding how flood and earthquake coverage is provided through CIS is crucial. The language surrounding flood coverage can be restrictive, and in certain instances, flood coverage may be excluded if it's not obtained through the NFIP. Similarly, Earthquake coverage is limited to a pool aggregate. WHA will collaborate closely with the city, utilizing GIS mapping, FEMA, and NFIP resources, to guarantee accurate insurance coverage for all properties located in flood zones. Your dedicated WHA Risk Management team will work with the City to analyze scheduled properties for earthquake exposures through the following:

- Using seismic hazard maps to determine the probability of earthquake occurrence in the region. These maps consider factors such as ground shaking intensity, fault rupture potential, and historical seismic data.
- Evaluate the vulnerability of structures. Consider factors like building age, construction materials, and adherence to seismic building codes. Older buildings or those constructed with brittle materials may be more susceptible to earthquake damage.
- Assess the population density and infrastructure exposure in earthquake-prone areas. High-density urban areas with older infrastructure may face higher risks.

In our pursuit of coverage for flood and earthquake risks, WHA expands beyond reliance solely on NFIP and CIS. We leverage access to various special flood coverage, earthquake, and excess markets, enabling us to strategically position the city for the most advantageous insurance solutions. By employing a comprehensive approach to risk management and insurance coverage, WHA aims to enhance the resilience and safety of The Newport community.

6. Obtain alternative quotes as directed by the member.

Upon direction from the City, we will obtain alternative quotes to explore additional coverage options or potential cost savings. Our proactive approach will help the City make well-informed decisions regarding insurance coverage.

7. Review and compare renewal or quotes with the member and make recommendations.

We will carefully review and compare renewal quotes with the City of Newport, highlighting any relevant differences and providing informed recommendations. Our goal is to facilitate a transparent and collaborative decision-making process that optimizes coverage and value.

8. Confirm placement or renewal of coverage with the member and with City County Insurance Services (CIS), SAIF and other qualified providers making sure certificates of coverage are provided as needed. It is expected agent will bind coverage under this agreement for 24-25 FY.

We will confirm the placement or renewal of coverage with the City of Newport and relevant providers, including CIS, SAIF, and other qualified providers. Additionally, we will ensure that certificates of coverage are promptly provided as needed to meet regulatory requirements and provide peace of mind.

Throughout this process, we will maintain open communication channels with the City of Newport to address any questions or concerns promptly. Our team is dedicated to supporting the City's risk management goals and safeguarding its assets with comprehensive insurance solutions.

9. Review coverage documents and policies with the member for completeness and accuracy.

Your WHA team conducts multiple reviews of coverage documents and policies with the City to ensure accuracy and alignment with the City's needs. These reviews take place at various junctures, including:

1. **Pre-renewal Meeting:** Scheduled 90-180 days before renewal, this meeting entails a comprehensive review of all properties (including structures, property in the open, and contents), autos, mobile equipment, liability exposures, crime, cyber, worker's compensation, and any other unique coverages and exposures applicable the City's needs.
2. **Renewal Meeting:** Scheduled 30-60 days before renewal, this session involves reviewing all requested changes, coverages, proposed premiums, and deductibles to ensure they meet the City's requirements and preferences.
3. **Quality Control:** Following renewal, WHA's service team meticulously processes all changes and conducts a thorough review of the final proposal to identify and rectify any errors or oversights, ensuring accuracy and completeness
4. **At the City's Request:** Throughout the year, your WHA service team remains vigilant, monitoring shifts in the market and within the City. Based on these observations, we proactively make coverage and best practice recommendations to ensure the City's insurance needs are continuously met and optimized.

C. Claims:

1. Manage and counsel the member regarding the submission of claims.

Claims support is a defining service of a high performing agency, and WHA strives to be an industry leader in our approach. When we are notified of a claim, we collaborate with you to determine how we can best partner with you to achieve an optimal outcome. With your input, we classify each claim as urgent, manage, support, and/or third party manage.

The classifications are defined as follows: Urgent, Manage, Support, Third-Party, and Claims Analytics.

Urgent

Urgent claims are events that you deem as having a significant impact on the district's operations. Frequently, an urgent claim would be reported as it is occurring or shortly after the event, regardless of time of day. Examples would include loss of life, serious injuries that require hospitalization, a large fire loss, or any event that impacted operations. Often these claims meet a state or federal notification requirement; can be extremely complicated; and are the type of event you would expect to be considered newsworthy.

These claims are the reason we developed a 24/7 contact process designed to support you. When requested, we evaluate the event and offer support designed to interface with your NIMS process. We offer five divisions that allow you to request the specific support best meets your needs.

The divisions include the following:

- Assisting with legal and insurance notification, including documenting the scene;
- A Public Information Officer supports to you refine communications with the news media, the public, and your staff;
- Assisting in locating staff, equipment, and other resources needed to continue operations;
- Immediate grief support and/or counseling for the families directly impacted;
- Immediate grief support and/or counseling for impacted staff.

This claims support is triggered several times every year. Our biggest test of our Urgent Claims system came in 2020, when Oregon was overrun with nine statewide wildfire conflagrations. In my volunteer role as the Executive Director of the Oregon Fire Chiefs Association, I was able to get immediate access to the fires. On Wednesday, as Special Districts were losing structures to the fires, we were able to report the losses to SDAO as they were occurring in real time. This early warning allowed SDAO's claims department to order the necessary support equipment to keep their members in service. Within days, mobile sleeping units, mobile offices, portable power, and water were on site. On Friday, we delivered the first two of many checks SDAO wrote to cover the losses. When we debriefed with the claims adjusters, we learned the majority of agent reports were not received until days after the events.

Manage

Some claims require a “hands-on” manager to shepherd them through to a positive result. These claims may be more complicated in nature, could involve multiple third-parties, or not have clear liability. Upon notice to our office from your staff, we will engage with the claims adjuster and take an active role throughout the process. Each contact is finished with a list of specific expectations, and time frames are assigned and managed. One of our lead claims managers is Betty Berry. She is an expert in managing time loss injury claims.

Support

Many claims only require our staff to support and monitor a claim to a timely and satisfactory result. Upon notice, our staff collaborates with you to assure all the appropriate coverages are triggered, and then the claim is monitored to ensure that the result is timely and accurate.

Third-Party

Some claims can become convoluted between insurers and lines of insurance and require subrogation. Our staff can assist you and your staff in overseeing and managing each insurance company and different lines of insurance. Whether there is a finger-pointing issue between workers’ compensation and health insurance, or the need to help you with a third-party settlement, we are always available to support you through the process.

Claims Analytics

Your claims data, your industry’s claims data, and regional claims trending provide valuable information that help you prevent future claims and appropriately insure your City. Our staff will annually prepare the analytics of your losses, your industry’s losses, and general regional loss trends. This report assists you in your planning process.

2. Prepare or assist in submission of property/liability/work comp claims to City County Insurance Services (CIS), SAIF and other qualified providers Claims Department.

As mentioned above your WHA team is fully equipped to prepare and facilitate the submission of property, liability, and workers’ compensation claims to CIS, SAIF, and other accredited providers' claims departments. Our team ensures that the process is seamless and efficient, advocating for your best interests throughout the claim's submission process.

3. Provide other assistance as requested, e.g. communication with the claims adjuster, assistance in providing documentation or coordination of services. Provide updates on claim status as requested.

WHA offers at the direction of the City of Newport our full claims team and process below:

Property/Casualty

Your dedicated Property and Casualty claims manager, Stephani Kunce, is here to provide expert guidance throughout the entire claims process, from initiation to resolution. With her extensive experience and expertise, Stephani ensures that every step of the process is handled efficiently and effectively.

Stephani maintains constant communication with both the City and the claims adjuster, facilitating a seamless experience for all parties involved. By keeping everyone informed and updated, she helps to streamline the process and address and concerns or issues promptly.

With Stephani at the helm, you can trust that your claims are in capable hands. She is committed to providing personalized support and guidance, ensuring that your needs are met and that the claims process progresses smoothly from start to finish.

Workers' Compensation

Erica Armstrong will act as the City's Claim Consultant, bringing with her a unique blend of expertise in Workers' Compensation and Human Resources from the employer's perspective. In her role, Erica serves as your dedicated liaison and advocate, guiding you through the entire claims process with professionalism and care.

With her background, Erica plays a crucial role in navigating the complexities and challenges inherent in handling all types of claims. She excels in disabling and litigated claims, ensuring that your interests are protected and represented effectively throughout the process.

Erica's presence provides invaluable support and reassurance, alleviating the stress often associated with managing workers' compensation claims. Her commitment to excellence and her proactive approach make her an indispensable asset in safeguarding the City's interests and ensuring a smooth claims management process.

4. Assist the member in a review of claims trends or status, if needed.

As previously mentioned, we will work with the city to identify and address loss history over the previous five years to understand and attempt to prevent future losses. This is completed by conducting a claim analysis in all lines of coverage, by each department within the city. The treatment of claims will be different between departments, and we need to recognize that a solution for public works may not work in the police department. That is where our experienced public entity risk management team can assist with treatments within the entire city.

Within the workers' compensation arena, the most significant exposure to cities in the passage of SB 507 extending presumption compensability (aka PTSD Presumption) for first responders including paid police officers. Claim allocation from municipalities sees an average of 60-70% of claims or frequency from the #7720 Police Officers. Among those claims, the largest number of claims are from contact with suspects / adults in custody and second being in internal defensive tactics training. However, it is the emerging PTSD Presumption Claims that have astounding claim costs associated with them.

WHA is working intricately with SAIF Corporation for best practice claim management and treatment options. Additionally, WHA Risk Managers Winslow Cervantes and Dave Pickhardt are leading the proactive response with trainings supported by partnerships with Dr. Donnie Hutchinson's Proactive Behavior Health Program, Boulder Crest Foundation's Struggle Well, and more.

D. Loss Prevention/Risk Management:

1. Meet with the City County Insurance Services (CIS), SAIF and other qualified providers Risk Manager and the member either during or after inspection of facilities.

WHA has an excellent working relationship with CIS and SAIF, as well as other qualified providers. WHA public entity staff has conducted hundreds of facility inspections for public entities and have a complete understanding of the municipalities responsibilities as it pertains to Oregon OSHA and overall industry best practices. WHA staff works daily with risk managers from CIS and safety consultants from SAIF to assist municipalities in meeting their risk and safety requirements to protect the employees of the organization and the community.

WHA has two drone pilots and drones to conduct inspections from the air or in locations that are difficult to get to. This service is complementary to our clients

2. Assist as possible with follow up, including corrective actions and documentation.

Our staff helps our clients daily with claims management and recommends corrective actions to prevent similar claims. This process starts before the claim(s) occur through risk management assessments, identifying risks and hazards, creating a treatment plan and continually reviewing and reassessing. Documenting the entire process builds the foundation for claims management, and if a claim was to occur, reassessing to determine how the claim occurred and what can be done to prevent similar claims from occurring in the future.

3. Promote the use by the member of available CIS/SAIF or other qualified provider resources, training and claims management services.

Our staff works with all our carriers daily, and we frequently learn about training opportunities and resources that we share with clients. However, if our client has a specific need that is not being addressed by the carrier or other qualified providers, we have developed specific training and resources for our clients. We work with you to provide the resources that you need.

4. Provide periodic evaluation of the member's loss patterns and trends and, if appropriate, suggest prevention or mitigation strategies.

WHA will meet with the city at least once a year to review any losses the city may have experienced over the previous year, and looking back over the previous five years to understand any trends that may be developing, positive or negative trends. The focus on this analysis is to determine if there are policies that need to be added or modified, if there is a need for additional training or equipment to reduce future losses. Although we cannot forecast all losses, developing a strong risk management program at the onset will reduce future losses.

Given the historically higher number of claims in workers' compensation compared to property and casualty, WHA has developed a proprietary Performance Dashboard report specifically tailored for your workers' compensations claims. This report will be provided to you on a monthly or quarterly basis, depending on the preference of your team.

The Performance Dashboard report offers valuable insights into workers' compensation claims, including: Year-to-date Loss Ratio, Frequency and Time Loss Claim results and categorized as Favorable, Acceptable, Cautionary or Unfavorable. This report is accompanied by a SAIF Policy Trend Analysis with 5-year injury trends. Samples can be found in the Appendix.

5. Assist member with the development of a reasonable risk management strategic plan.

WHA staff has a tremendous amount of experience in developing strategic plans. Many of our public entity staff members have developed strategic plans for their previous organizations such as CIS, City of Redmond, City of Newberg, and City of Troutdale. WHA has individual contracts with several special districts to assist them in developing their strategic plan. We are confident that we can assist the city in developing a three-to-five-year strategic plan that will address the risk concerns identified from the initial risk assessment, including a three-to-five-year budget forecast all of which develops a possible discretionary immunity defense in the event a claim is filed against the city.

6. Review CIS Best Practices with the member and CIS risk management consultant.

WHA has more experience working with CIS risk management consultants and the best practice process than any other agency in the Pacific Northwest. Our agents work annually with CIS risk managers when conducting best practice reviews. In addition, during the 13 years Dave Nelson worked at CIS he hired all the current CIS Risk Management Consultants and Public Safety Consultants. He has a strong relationship with all the risk consultants and CIS overall. Dave was involved in revising the CIS best practice questionnaire and responses. Therefore, all WHA public entity account executives have a thorough understanding of CIS and the best practice process.

7. Conduct risk management trainings, as directed and requested by member.

As a client of WHA, we will use our Annual Service Options report to guide the City through required and optional training. Some training can be provided by WHA staff, CIS, SAIF or OSHA staff, and some training may be provided by third parties such as Oregon or National PRIMA, League of Oregon Cities, Oregon City/County Managers Association. An additional key piece of training would be NIMS, to ensure staff are fully trained in their required discipline (planning, finance, logistics etc.) in the event of a natural disaster.

DI. Miscellaneous Functions:

1. Notify CIS City County Insurance Services (CIS), SAIF and other qualified providers Underwriting of mid-term changes and provide the member with current schedules reflecting those changes.

As mid-year changes occur your agent, Lorin Williams, will notify CIS of any changes in your Property/Casualty line of coverage. Jennifer King, your SAIF agent, will work with SAIF on any mid-year changes as well as claim-related issues.

2. Issue certificates of insurance and other verifications of coverage as necessary.

WHA will be happy to issue certificates of insurance as needed throughout the year. We have a support team in our Eugene office who are a phone call away to assist you with your needs. WHA has same day turnaround time on issuing certificates unless there is special contractual language or contract negotiations that need to occur.

3. Review property appraisals with the member and suggest any needed changes or modifications.

Our evaluation process involves a comprehensive review of appraisals for structures, contents, and property in the open (PIO), and then making recommendations based on the assessed values. This approach ensures that you're considering all relevant factors when making decisions related to the value of assets.

4. Assist the member with any billing questions or issues.

WHA will always be your advocate on billing questions or issues with your carriers. In the event there is a billing question your agent, Lorin Williams, is your primary contact and she will assist you in resolving any billing question or issue

5. Coordinate and place any required coverage not provided or not available in the present CIS program.

We understand the importance of ensuring comprehensive insurance coverage to address all potential risks faced by the City of Newport.

Our team will diligently assess the City's insurance needs and work closely with the City to identify any gaps or areas where additional coverage is required. If certain coverage options are not available through the current CIS program, we will leverage our network of insurance providers to explore alternative solutions and secure the necessary coverage.

6. Assist with specific risk management issues and coverage for festivals and special events. Ensure appropriate coverage for third parties.

WHA has tremendous experience in addressing special events for communities across the state. WHA staff has a strong understanding of coverage needed for the city, vendors, and 501c3 organizations that host many of these community events. WHA's focus is first and foremost on protecting the city from possible litigation, all the while being understanding about the relationship between the city and its community partners. We find solutions that work for all those involved in the community event.

7. Maintain a seven-year history of coverage, losses, schedules, changes, inspections and other relevant documents involving the agency.

Upon becoming the agent of record, WHA will retain all documents moving forward for seven years. In addition, whatever documents the city can provide from a historical perspective from the date of WHA becoming the agent of record, we will also retain those documents for seven years.

8. Meet with City management, department directors as necessary, and be readily responsive to requests for assistance.

WHA prides itself on customer service to our clients. WHA will respond to your request by the end of the business day. The city will be provided with the cell phone numbers of the public entity team serving the City of Newport, so communication is quick and easy. WHA is available 24/7 in the event of an emergency. We are an extension of your team.

9. Provide professional advice on a specific project basis, and general consultation on public property and contracting matters, as needed.

Your agent, Lorin Williams, will lead the WHA team to address your specific project needs, to include contract review, risk or general assessments. We take a team approach to serving our clients, pulling in all our expertise to meet our clients' needs.

10. Attend CIS training/conference and advise staff of upcoming City County Insurance Services (CIS), SAIF and other qualified providers changes in property, liability, health care insurance, trends in the short and long term insurance developments, and other risk management trends

WHA is a proud sponsor of the CIS Annual Conference, as well as several other public entity conferences around the state of Oregon. WHA will have a presence at CIS training and the annual conference and will communicate training to city staff and elected officials. Examples of training opportunities include CIS, League of Oregon Cities, Oregon Government Finance Officers Association, and SAIF. These training opportunities can include in-person opportunities or online training.

4. Compensation: Discussion of proposed method of compensation. Proposer should submit a flat rate/fixed fee for their services. In the event policy/program utilizes a commission amount, list those amounts.

Property & Casualty agent commissions for CIS are 10%. CIS allows us to **negotiate a net of commission fee for policy premiums over \$100,000**, which CIS will credit commissions back to your account and allow you to negotiate a fee with your agent. We propose a **5.5% commission fee not to exceed \$12,500**. No escalations for the length of the contract.

Workers' Compensation commissions are typically 5-10%, with **SAIF at 7.5%**. If coverage is placed with another carrier, the commissions may differ and are a standard part of their rate filings with the State of Oregon and are not negotiable.

WHA is also committed to transparency and at any time we will disclose commission amounts to the City's as part of our stewardship standards.

All prior and aforementioned services, products, or the like, are included in the above rates.

Employee Benefits commissions are based on your organization's size, commission is built into the rates for each of the Medical, Dental, Life & Disability carriers. This standard commission is not negotiable but does include all the services we provide. The only exception to this is our TPA services, which allow us to set up a program to reimburse eligible medical expenses through WHA to the employees outside the typical medical plan. If the Port decides to utilize these services in the future, we will charge a fee, but you will find it is typically less than what is offered throughout the market.

WHA is also committed to transparency and at any time we will disclose commission amounts to the City's as part of our stewardship standards.

All prior and aforementioned services, products, or the like, are included in the above rates.

5. Additional Services: Provide descriptions of any other services the Agent would propose to include within the base cost of the proposal.

WHA also provides full client user access to two extensive risk management and insurance industry leading online resource tools:

- **ZYWAVE:** From compliance to communication, let us provide a full spectrum of solutions for you and your organization. We understand the challenges today’s employers face, and we know you’re asking to take on more than ever before. Expect more from a brokers – expect our full spectrum of solutions – from Compliance, Risk Management & Safety, Communication, Insurance Guidance, Workers’ Compensation & Mod Analysis, and so much more.
- **Succeed Risk Management Center:** Help protect your organization with the Risk Management Center, a unique web-based software suite of safety and risk management tools designed to empower your organization’s risk prevention efforts. The Risk Management Center allows you to reduce risk and improve workplace safety by creating effective risk mitigation programs. It is easy to access and use, and provides a cost-effective risk reduction and safety center for your entire organization. The Risk Management Center is right for any organization that wants to proactively manage risk exposures to reduce claims, losses, and associated costs.

Health, Wellness, Fitness, and Safety Resources

We will provide tools, guidance, and information to help the Port’s personnel achieve their health, wellness, fitness, and safety goals.

Some of the tools we utilize to achieve success include:

- InBody 270: Body composition analyzer; delivers standard measurements like Percent Body Fat, Skeletal Muscle Mass, BMR, and more
- LION Intelligent Training System (I.T.S.): Live fire extinguisher training
- Creative Safety Supply LabelTac: Industrial OSHA and custom sign/label printers
- Panasonic Lumix GH5S Video Camera: Film/movie production video camera
- American Red Cross CPR, AED, & BLS: CPR, AED, Jaw Thrust manikin, and Basic Life Support training kit (adult and infant)
- Fingertip Pulse Oximeter: Measurement of pulse and blood oxygen saturation levels
- Wrist Blood Pressure Monitor: Measurement of blood pressure and pulse

See Appendix for expanded list of Additional Services

6. References. Provide a representative listing of municipal governments for whom the Proposer is currently or has previously provided Risk Management and Insurance Broker Consulting Services, within the last three (3) years. Provide government contact name, phone number, and email address. Oregon references are preferred. The City reserves the right to explore the background, previous experience, training, financial affairs or related matters of any firm or individual under consideration for this contract.

Please note, we consider these contacts and their information confidential and request that it not be shared. Thank you.



Lincoln County

David Collier, HR Director

📍 Newport, OR

📞 (541) 265-4108

✉️ dcollier@co.lincoln.or.us



City of Monmouth

Susie Marston, Finance Director

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City of Roseburg

John VanWinkle, HR Director

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City of Philomath

Chelsea Starner, Asst. City Manager

📍 Philomath, OR

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City of Woodburn

Heather Pierson, HR Director

📍 Woodburn, OR

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**EXHIBIT B
PROPOSER'S WARRANTY**

TO: City of Newport, Oregon

PROPOSAL OF: WHA INSURANCE AGENCY, INC.

() an individual () a partnership () a corporation (please mark the appropriate box)
organized under the laws of the State of OREGON.

The undersigned, having carefully read and considered the Request for Proposal to provide Insurance Agent of Record services for the City of Newport, Oregon does hereby offer to perform such services on behalf of the City, in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in the Proposal.

OFFEROR WHA INSURANCE AGENCY, INC.

Company Name

BY  LORIN WILLIAMS
Signature of Authorized Representative Please print name

PRINCIPAL OFFICE ADDRESS

Federal tax ID 93-0753180 State ID OR 0317373-7
Street Address 2930 CHAD DRIVE
City EUGENE County LANE
State OREGON Zip Code 97408
Telephone (800) 852-6140 Facsimile (541) 484-5434
E-Mail Address INFO@WHAINSURANCE.COM

THIS FORM MUST ACCOMPANY ALL PROPOSALS

8. Other:

(a) A statement disclosing whether the Agent or any of its staff who would work on this contract have ever been sued or been subject to professional discipline in connection with acting as Insurance Agent of Record for any client or related services. If such lawsuits or disciplinary actions have occurred, please summarize the allegations, when they occurred, and indicate the outcome of the proceedings.

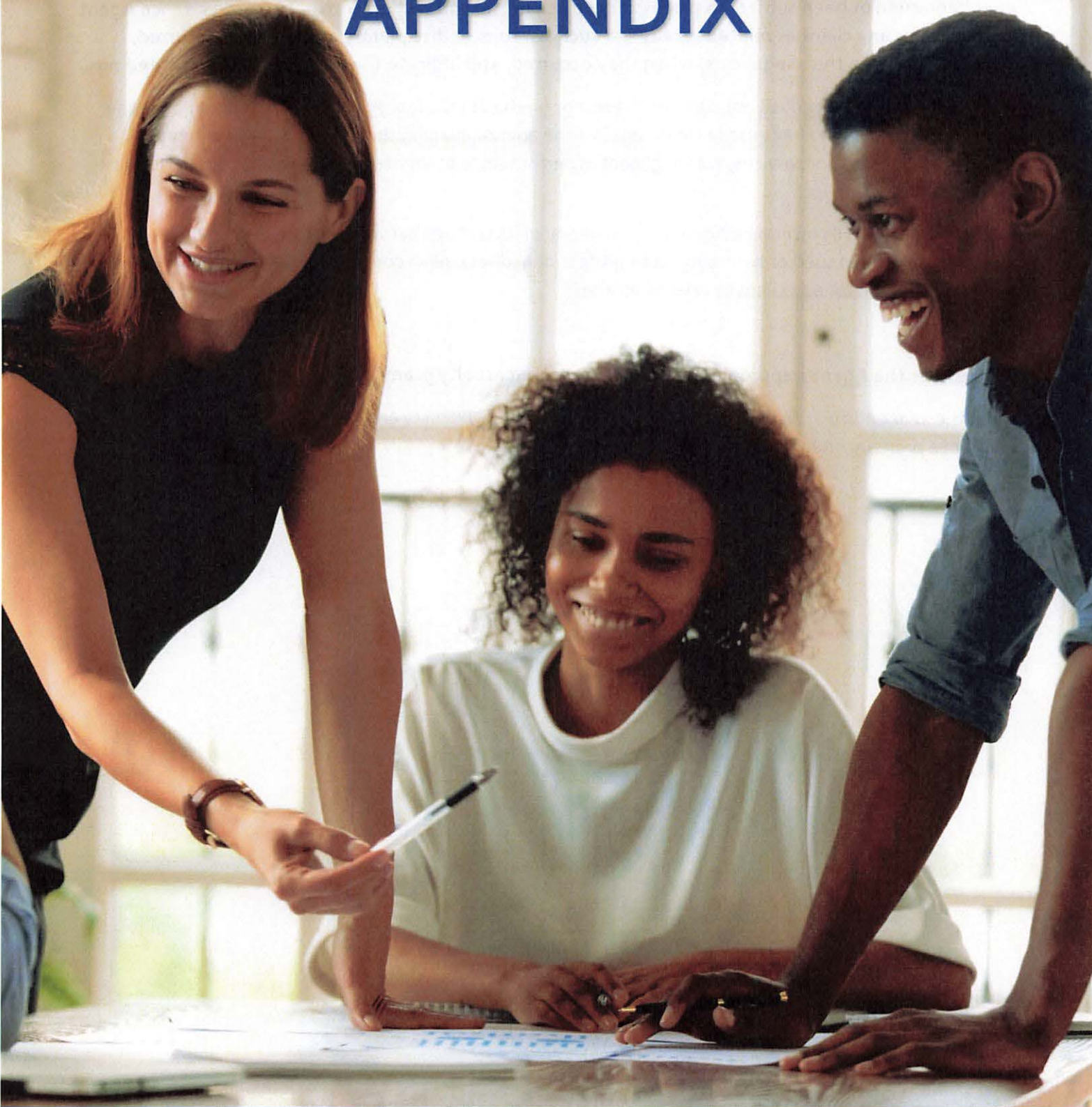
WHA Insurance Agency does not currently have, nor has had in the last 75 years, any clients or any other persons or entities who have made claims against the agency alleging that WHA Insurance Agency breached a contract for services, was negligent in performance of services, or otherwise caused harm or damage to the claimant.

Additionally, no WHA Insurance Agency agent or any of its staff, either working or not working on this contract, have been sued or been subject to professional discipline in connection with acting as Insurance Agency of Record for any client or related services.

(b) Indicate the Agent's approximate annual property/casualty premium volume from public entities.

As of the year end 2023, WHA's annual public sector property/liability and workers' compensation insurance premium volume was \$25,711,331.

APPENDIX





Risk Management

Inspections

- ▽ OSHA Compliance, Employee Safety
- ▽ Property Protection
- ▽ Liability
- ▽ Crime Prevention
- ▽ Physical Inspections utilizing state-of-the-art equipment, that include:

Tool	Function
Air Monitor	Air quality monitoring
Anemometer	Measures wind speed/direction; air velocity/temp/flow
Dosimeter	Sound level monitoring
Drone	Building inspections; property survey; mapping; analysis
Endoscope	Confined-space inspection (i.e., pipes, panels, etc.)
GFCI Receptacle Tester	Verification of proper operation and circuit grounding
Impact Tester	Fall surfacing testing of playground surfaces
Infrared Temperature Monitor	Measures temperature
Laser Measure	Measures height, length, width, depth
Moisture Tester	Moisture testing for mold or water damage
Thermal Imager	Emissivity measurement
Video Camera	Building inspections; equipment/contents inventory
Voltage Meter	Electrical voltage testing
Voltage Tester	Verify existence of voltage

Geospatial Information Systems (GIS) Evaluation & Analysis

2D/3D Mapping, Surveying, Accident Analysis & Hot Spot Analysis, Disaster Management & Mitigation, Flood Damage Estimation, Environmental Impact Analysis, Natural Resources Management, Asset Management & Maintenance, Planning & Community Development, and more.

Online Resources



Transitional Action Plan

Allowing for continuity and no disruptions to the district during transition is extremely important to us, and something we have perfected over the years.

Upon execution of the contract, WHA would immediately ask for copies of all current and expiring insurance policies to review. We would organize all policies in place between those that are in effect or recently renewed, and those that are set to expire. We will create a plan to market the soon-to-expire policies, if any, to ensure there are no lapses in coverage.



Soon after being selected as broker of record, the WHA service team would ask to schedule a Transition Planning Meeting with the appropriate staff and/or management from the district to gain a clear understanding of service expectations and deliverables. This might include the District's Risk staff, Human Resources, Business key person or anyone the district feels should be included.



A common misconception is that changing broker of record is a difficult, time-consuming procedure. As we routinely bring on new entities as clients from other agencies; many of which have policies in the middle of a policy period or with policies soon to expire, we have developed a seamless **Transitional Action Plan** that ensures *continuity* is maintained *without interruption or issue*.

Further, our Transitional Action Plan acts in many ways as a "Report Card," of sorts. In it, we will assign specific services and duties to be completed, who is responsible for them and when they are to be completed. Annually, we will review the Plan with the district to ensure we met our commitments.



Upon Award of Contract

Schedule of Events

Draft Transition Action Plan

Within 7 Days

- Meet with City staff to determine service and communication protocols and delivery
- Review all City policies and make suggestions as appropriate
- Review past 5 years of all claims, as well as all current open claims
- Analyze current retention levels and learn City's Risk Appetite to determine areas where transfer of risk is possible

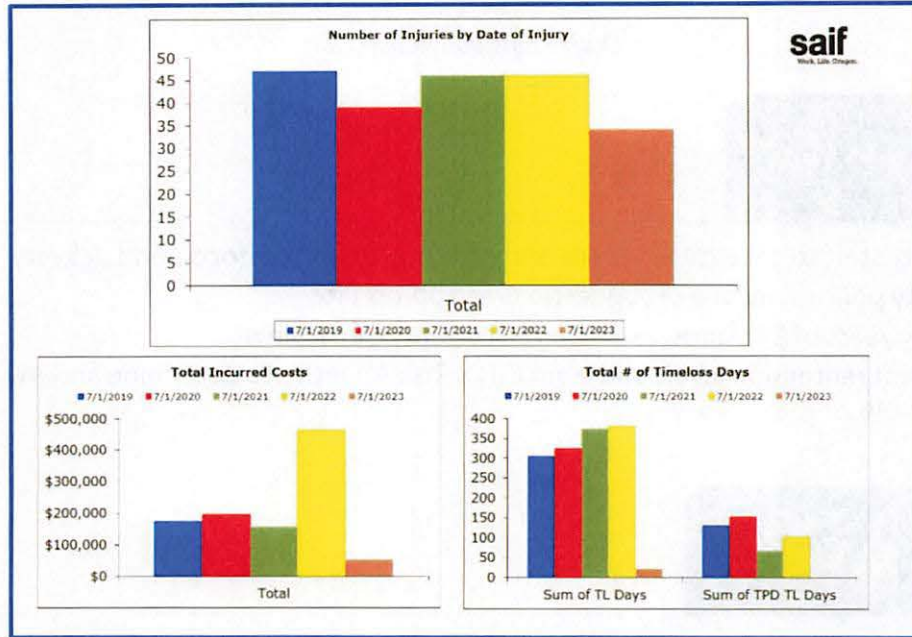
Within 14 Days

- Develop annual insurance summary for all lines, with details on each specific coverage
- Provide City a Transitional Action Plan listing services to be provided, party responsible and date task is to be completed by. (Annually review with City to ensure all promises met.)

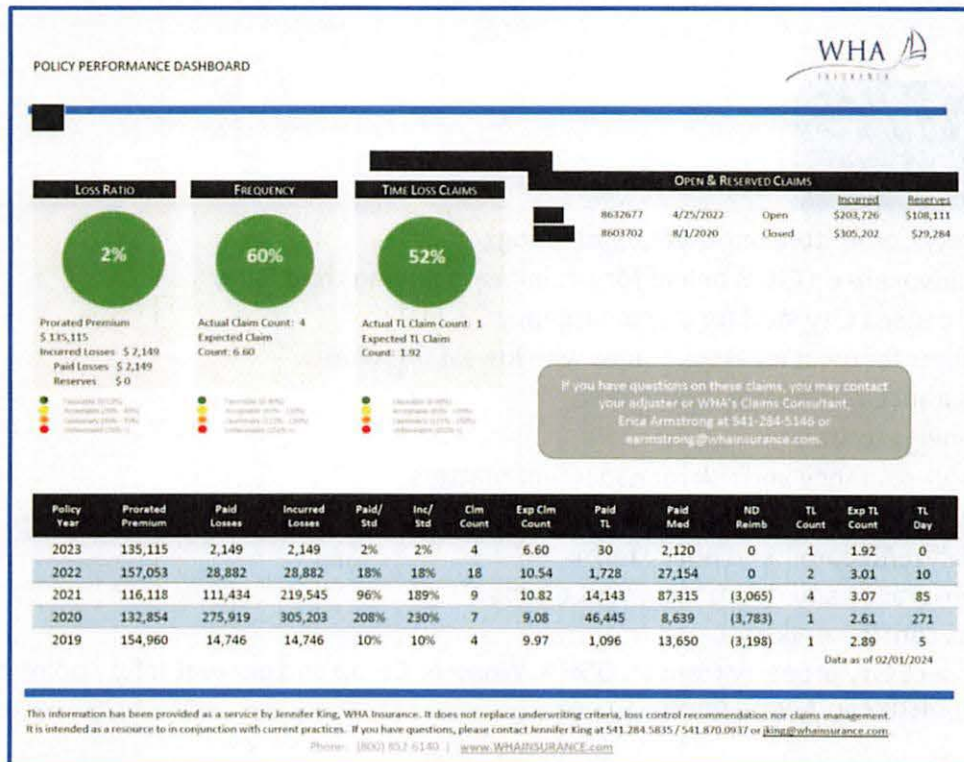
On-Going/As - Needed

- Attend Safety Committee or other City meetings
- Assist and advocate on City's behalf for all claims; including third party
- Be on-site to assist City staff for any emergency
- Market carriers for most ideal coverages with lowest premiums.
- Provide insurance certificates, as required
- Deliver trainings to staff
- Consult on all insurance and risk management matters
- Contract review
- Review/Analyze/Recommend policy terms
- Advise on insurance and risk management trends
- Provide loss control services
- Visually inspect City property from an OSHA, Workers' Comp and general safety point-of-view and provide detailed report, with photos to City

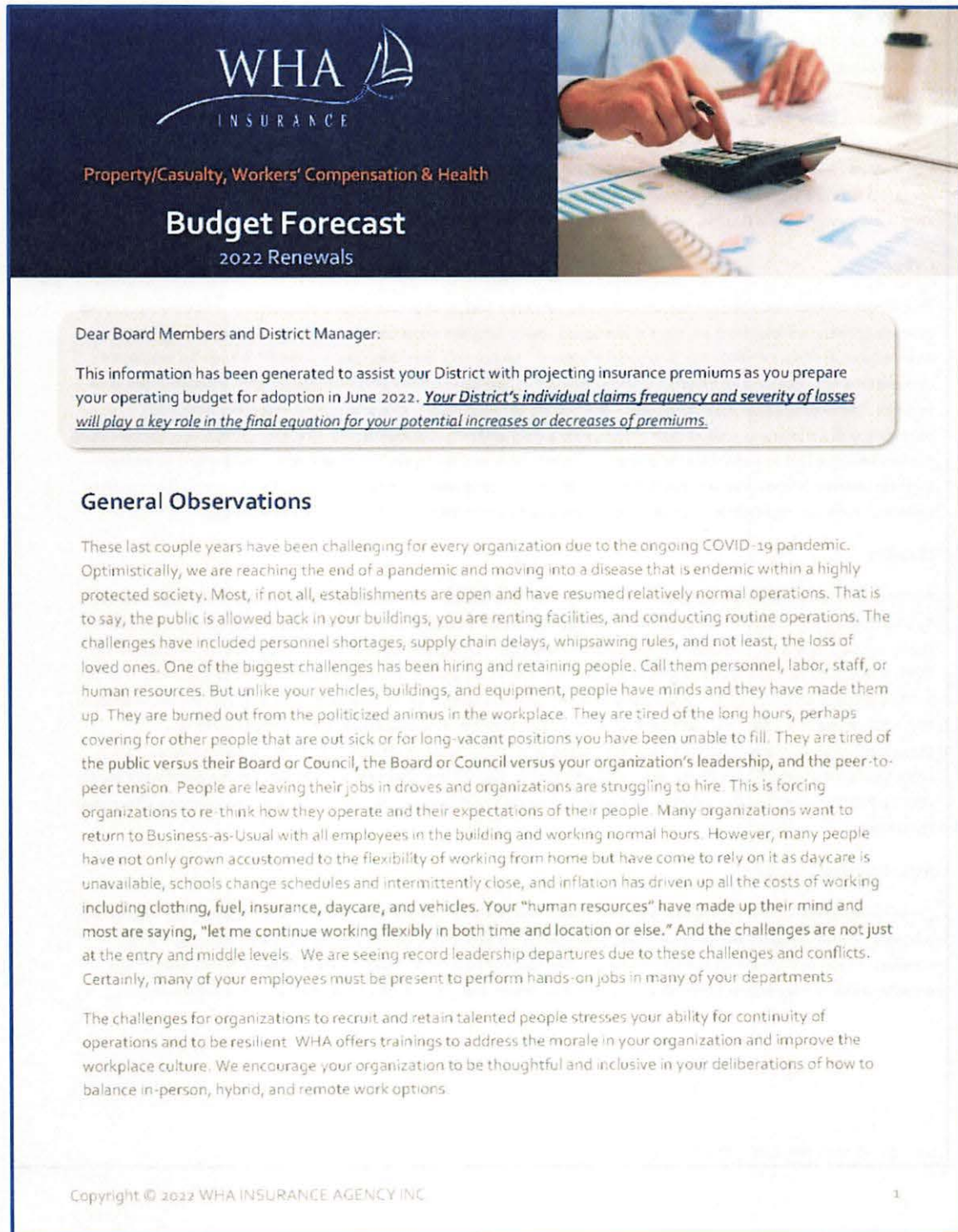
Workers' Compensation Policy Trend Analysis



Workers' Compensation Performance Dashboard



Budget Forecasting (sample pages)



WHA
INSURANCE

Property/Casualty, Workers' Compensation & Health

Budget Forecast

2022 Renewals

Dear Board Members and District Manager:

This information has been generated to assist your District with projecting insurance premiums as you prepare your operating budget for adoption in June 2022. *Your District's individual claims frequency and severity of losses will play a key role in the final equation for your potential increases or decreases of premiums.*

General Observations

These last couple years have been challenging for every organization due to the ongoing COVID-19 pandemic. Optimistically, we are reaching the end of a pandemic and moving into a disease that is endemic within a highly protected society. Most, if not all, establishments are open and have resumed relatively normal operations. That is to say, the public is allowed back in your buildings, you are renting facilities, and conducting routine operations. The challenges have included personnel shortages, supply chain delays, whipsawing rules, and not least, the loss of loved ones. One of the biggest challenges has been hiring and retaining people. Call them personnel, labor, staff, or human resources. But unlike your vehicles, buildings, and equipment, people have minds and they have made them up. They are burned out from the politicized animus in the workplace. They are tired of the long hours, perhaps covering for other people that are out sick or for long-vacant positions you have been unable to fill. They are tired of the public versus their Board or Council, the Board or Council versus your organization's leadership, and the peer-to-peer tension. People are leaving their jobs in droves and organizations are struggling to hire. This is forcing organizations to re-think how they operate and their expectations of their people. Many organizations want to return to Business-as-Usual with all employees in the building and working normal hours. However, many people have not only grown accustomed to the flexibility of working from home but have come to rely on it as daycare is unavailable, schools change schedules and intermittently close, and inflation has driven up all the costs of working including clothing, fuel, insurance, daycare, and vehicles. Your "human resources" have made up their mind and most are saying, "let me continue working flexibly in both time and location or else." And the challenges are not just at the entry and middle levels. We are seeing record leadership departures due to these challenges and conflicts. Certainly, many of your employees must be present to perform hands-on jobs in many of your departments

The challenges for organizations to recruit and retain talented people stresses your ability for continuity of operations and to be resilient. WHA offers trainings to address the morale in your organization and improve the workplace culture. We encourage your organization to be thoughtful and inclusive in your deliberations of how to balance in-person, hybrid, and remote work options.

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Property

This was another record year for insured losses from natural catastrophes. Reaching \$120 billion which was the 4th highest on record. Contributing to this was Hurricane Ida (\$36 bln), Texas Freeze (\$15 bln), and flash floods in Europe (\$13 bln). Additional factors affecting affordability of insurance are inflation, increased claims costs, rising construction costs, tight labor market, and supply chain challenges. The upside of rising interest rates is the ability for insurance carriers to offset these costs with their investments. We strongly recommend including your insurance agent as you plan construction and remodeling projects. We can assist with discussing the effects of location and construction type such as flood and wildfire risks, costs, and benefits of builders' risk coverage, Crime Prevention Through Environmental Design, and Prevention Through Design for safe workplaces.

Cyber

This threat is exponentially growing and affecting any type and all organizations. Public entities are a primary focus of these criminal efforts. Hackers have many paths to disrupt your organization including ransomware, phishing, directed denial of service (DDOS), and so much more. The primary way they gain access is through an employee clicking on a link, opening an infected communication, or otherwise divulging information that compromises your security. Some of the best ways to address this risk are through aggressive prevention measures both with hardware and software as well as with employee training and penetration testing. We strongly recommend enlisting a cyber security firm to conduct a thorough risk assessment and then prioritizing the work and budget to address their recommendations. We see insurance markets declining to offer coverage to Public Entities regardless of their clean loss runs and top-notch practices. Your best practice is to implement prevention strategies.




Liability

Public records requests from citizens have skyrocketed this last year as a political action tool to bully organizations by swamping them with records requests. You have certainly heard of citizens using boilerplate letters to request public officials' bonds information, crime policy information, and more. Rest assured that your insurance pool (CIS, SDIS, and PACE) all include public official coverage in the Crime policy. These groups threaten claims directly to the public official in an effort to get organizations to act contrary to the law in dropping mask and vaccine requirements. This has put many leaders in a tight spot when their Board or Council is directing actions contrary to law. Remember that your organization has some coverage for legal defense related to COVID-19 only when you are in compliance with laws. If your organization is considering making any changes, we strongly recommend you contact your carrier's pre-loss legal counsel as well as your own retained counsel. WHA can discuss how changes affect your coverage.

Auto Physical Damage






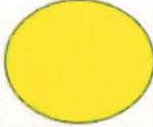
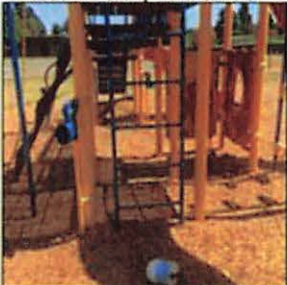

Catalytic converter thefts skyrocketed this last year. The State of Oregon's legislature is considering legislation that will make it more challenging for criminals to recycle these items for cash. Criminals have already adapted to stealing components from Air Handling Units on the roofs of buildings. Again, WHA's Public Entities team have experts in Crime Prevention Through Environmental Design that can assist you in reducing your exposure.




🔍 Inspection Reports

Photo	Recommendations	Action
	<p>Boiler Storage:</p> <p>(Moderate) – Housekeeping in storage area should be improved. Excessive storage increases fire load which can impede fire suppression and creates trip hazards, pest harborage, etc.</p>	<p>Completed</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Completed Date</p> <p>___/___/___</p>
	<p>Metal Shop:</p> <p>(Moderate) – Fire extinguisher should be easily accessible, and materials should not be stored in front of or around extinguishers.</p>	<p>Completed</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Completed Date</p> <p>___/___/___</p>
	<p>Metal Shop:</p> <p>(Moderate) - The distance between the wheel periphery and the adjustable tongue or the end of the peripheral member at the top shall never exceed one-fourth inch. <i>OSHA 1910.215(b)(9)</i></p> <p>Work rests shall be kept adjusted closely to the wheel with a maximum opening of one-eighth inch to prevent the work from being jammed between the wheel and the rest. <i>OSHA 1910.215(a)(4)</i></p>	<p>Completed</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Completed Date</p> <p>___/___/___</p>

🔍 Fall Surface Testing Reports

Legend: **RED** – Needs Improvement (1000+); **YELLOW** – Could Be Improved (750-999); **GREEN** – Good (Less than 749)

<p>Location Description: Dome</p>  <p>HIC: 1464 GMAX: 210</p>  <p>Recommendations: Soft-fall wood chips should be added around and on the inside of this structure. Fall surface should be on a routine maintenance schedule to mitigate injury.</p>	<p>Location Description: Teeter Totter</p>  <p>HIC: 769 GMAX: 153</p>  <p>Recommendations: Soft-fall should be added at this structure. A regular maintenance plan should be implemented to maintain loose soft-fall material. Area should be raked, filled and fluffed regularly to help prevent injuries.</p>
<p>Location Description: Step Ladder</p>  <p>HIC: 816 GMAX: 164</p>  <p>Recommendations: Soft-fall should be added at this structure. A regular maintenance plan should be implemented to maintain loose soft-fall material. Area should be raked, filled and fluffed regularly to help prevent injuries.</p>	<p>Location Description: Ladder</p>  <p>HIC: 973 GMAX: 186</p>  <p>Recommendations: Soft-fall should be added at this structure. A regular maintenance plan should be implemented to maintain loose soft-fall material. Area should be raked, filled and fluffed regularly to help prevent injuries.</p>

Major		These areas are not within acceptable HIC (1000+) values and improvements must be made immediately.
Moderate		These areas are still within acceptable HIC (750-999) values, but they could be improved to lower risk of potential injury.
Minor		These areas are within acceptable HIC (0-749) values for the fall surfacing materials.



Trainings & Lectures

We offer you over 42 different trainings. Here are some examples:

Leadership

- Duties & Responsibilities
- The Laws That Impact You from A Risk Management Perspective
- Cultural Drift
- The Moment of Truth: Making Critical Discussion in Compressed Time
- Building Your Organization's Culture
- Top 10 Ways to End Your Career
- Moving From a Task Driven Job to a Tactical Managers Career
- Leading Your District's Task, Tactical, & Strategic Employees
- Cyber Liability
- Cyber Bullying
- Social Media & Networking Safety

Safety

- Accident & Incident Investigations
- Hazard Analysis
- Bloodborne Pathogen
- Confined Spaces
- Effective Safety Committees
- Emergency Response
- Environmental Documentation
- Ergonomics for Everyone
- Fall Protection
- Global Harmonization System / Hazard Communications
- Introduction to OSHA
- Just Culture
- Lock Out / Tag Out
- Roles & Responsibilities of a Safety Committee

Report Card

<p>WHA offers a number of services, including property evaluations, pre-Or OSHA inspections, bond assistance and various trainings to assist your Public Entity with risk management. These services will augment the existing services that you may be receiving from the insurance carrier.</p>	Service Requested	Date Assigned
Risk Management		
Assist in developing and managing risk programs		
Enterprise risk management trainings		
Higher reliability organization assistance		
Just culture assistance		
Continuous improvement		
ASAP/SMS assistance		
Identify and analyze insurable exposure		
Review the District's policy on risk tolerance and risk appetite		
Advise on marketplace & other insurance programs		
Market insurance coverage as appropriate		
Review endorsements and binders		
Renewal Questionnaire (update forms)		
Provide an annual policy and risk analysis		
Annual loss run analysis for P/C		
Provide an Annual Budget Projection Synopsis		
Review and issue certificates as needed		
Review past carrier marketing results and strategies		
Discuss marketing timeline and risk appetite for upcoming renewal		
Review past Board, Risk Management Team, and Safety Committee		
Review the current Risk Management Strategic Plan		
Physical inspection of all sites		
Assist in updating risk management objectives		
Review all policies after change in Agent of Record for accuracy		
Updates on OSHA Rules and Regulations		

Provide Comp Tip, Risk Alert or Safety Check newsletters		
Claims Management		
Establish a Claims Management Process based on the District's		
Daily and monthly review of claims with updates to the District as		
Obtain and review prior years claims data for trend analysis		
Property		
Initial and ongoing review of property, inland marine and equipment		
Assessment of replacement valuations to meet District needs		
Identify and inventory miscellaneous tools and equipment		
Drone building inspections		
Playground fall surface testing		
Digital video of building contents		
Air quality monitoring		
Sound level monitoring		
Moister testing		
Thermal imager emissivity measurement		
Voltage testing		
GFCI receptacle testing		
Infrared temperature monitoring		
Laser measuring		
General Liability		
Obtain loss control reports from carriers		
Analyze board liability		
Review board minutes		
Analyze construction projects		
Analyze cyber liability to district staff and 3rd parties		
Review all Employment Related Policies, Practices and Trainings		
Contract Review		
Auto		
Review and examine values for each vehicle for accuracy		
Cost Benefit Analysis of deductibles		
Analyze non-owned auto exposure		
Workers' Compensation		
Assistance prior to Unit Statistical Report Date		

Experience Modifier Evaluation		
Calculation of Projected Modifier with Non-disabling claims		
Calculate Workers' Comp Reimbursement Option (MERP)		
Organize Open Claims Reviews and Assist with Return to Work		
Support safety committee activities		
Conduct Pre-OSHA Building Inspections		
Crime & Bonds		
Evaluate systems		
Help establish appropriate levels of coverage		
Develop safeguard of loss prevention techniques		
Review standard operating procedures		
Establish proper Cyber Security coverage		
Review all current property limits to meet District risk appetite		
Bond assistance		
Health Benefits		
Health care legislation trainings		
Employee education		
Compliance assistance		
Third party administration		
Insurance Market Access		
Strategic Planning		
Benefit Plan Analysis		
Client Portal		
Human Resources Tools		
Online enrollment		
Voluntary Benefits		
Key man life insurance		
Buy/Sell Agreement		

WHA's Enhanced Enterprise Risk

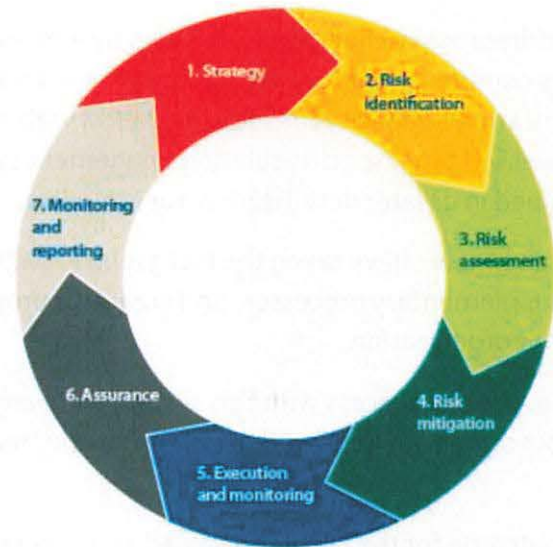
A robust and properly functioning ERM system tied to your strategic plan is one of the best ways to anticipate and prepare for emerging risks. WHA has developed a proprietary and comprehensive system that builds on ERM with several other components to help it be successful.

WHA made a commitment to public entities over 40 years ago. Jeff Griffin's dedication runs deep and long with Fire Districts. So much so that he is one of only a few civilians awarded the Silver Trumpet by the Oregon Fire Chiefs Association. We are deeply tied to our clients' industries with a strong network of peers to help us understand evolving and emerging risks.

WHA has found ERM is more easily implemented and the framework and processes best managed with support tools found in the hyper-complex risk industries of aviation, emergency medicine, and the military. Those tools include **Just Culture**, **High Reliability Organization**, and **Safety Management Systems**. If your team likes our approach to supporting your ERM process, we will help develop and implement tools that streamline and improve your Risk Management process.

WHA began using ERM models with the initial COSO framework and have graduated to ISO 31000. Over the years we have observed that most organizations struggle to successfully implement ERM. Implementation challenges include a lack of a clear vision, unnecessary functions, and processes, too granular of a focus, and tools that are too complex. We typically encounter challenges rooted in fears of how the system will impact production, autonomy, discipline, and more. Organizational challenges include time, fear that ERM will distract or disrupt productivity, cost, fear of loss of control, and fear of employees "gaming the system". Similarly, employee challenges include time, fear of punitive response, fear this is a management system to exert more control, and fear of how it will impact their job.

In response to these challenges, our method of risk administration is rooted in the principles of **Enterprise Risk Management (ERM)**, a holistic risk management approach that emphasizes collaboration among all departments of an organization. ERM analyzes risks based on your strategic plan. We improve leadership's Risk Knowledge to enable them to have an effective discussion of Risk Appetite and Risk Tolerance. Not only do we apply this method to our work on behalf of our clients, but we will also train your employees in ERM to apply to their work. Jeff Griffin and Winslow Cervantes will lead this training. Jeff has presented extensively at statewide and regional safety conferences. Our system is in use with dozens of large and small public entities in Oregon, Washington, and Idaho.



We address initial challenges and fears by addressing leadership and employee culture with a process that instills confidence that reporting concerns will not be used as a punitive process. We further build your organization's capacity for successful ERM with systems that enable hyper complex decision-making in compressed time, specific safety management systems, and continuous improvement. These will be explained in greater detail during our interview.

In summary, we have taken the ISO 31000 ERM tool, which is a high-level guidance document, added initial and supplementary processes, and created a proprietary program that overcomes many challenges to work for your organization.

We have found success with this system with large and complex organizations such as large public entities. The outcomes are improved decision-making, reduced losses, better collaboration, and lower insurance costs.

The outcome for the client is a valued and permanent system that successfully manages risks and is tied to your Strategic Plan.

Full-User Access to ZYWAVE & Succeed Services



WHA Insurance Agency

FULL SERVICES OVERVIEW



ARE YOU LOOKING FOR A COMPREHENSIVE INSURANCE SOLUTION?

- Tackling compliance, risk management and employee benefits can be complex and time-consuming. We have resources that help you manage these tasks and protect your bottom line.

DO YOU WANT TO SAVE MONEY ON YOUR EMPLOYEE BENEFITS AND STILL ATTRACT AND RETAIN TOP TALENT?

- We provide a variety of value-added professional services to our clients that reduce customer costs, increase efficiency and improve employee satisfaction.

ARE YOU TAKING THE PROPER STEPS TO REDUCE YOUR ORGANIZATION'S TOTAL COST OF RISK?

- Staying up to date with all the rules and regulations governing property and casualty insurance—while also reducing your organization's risks—is a hefty task. We offer attorney-reviewed resources to help you stay in compliance and ensure your organization's safety and continued success.

800-852-6140
<https://www.whainsurance.com/>
 2910 Chad Lane, Eugene, OR 97408




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 Topics. Whether
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easy-to-read resources to keep you updated.

EMPLOYEE COMMUNICATIONS

Promote various workplace topics with flyers, newsletters, bulletins and employee guide to keep health and safety top of mind.

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THE RISK MANAGEMENT CENTER

Comprehensive Risk Management, Employee Safety and Compliance Platform

Help protect your company with the Risk Management Center, a unique web-based software suite of safety and risk management tools designed to empower your organization's risk prevention efforts.

The Risk Management Center allows you to reduce risk and improve workplace safety by creating effective risk mitigation programs. It is easy to access and use, and provides a cost-effective risk reduction and safety center for your entire organization.

The Risk Management Center is right for any organization that wants to proactively manage risk exposures to reduce claims, losses, and associated costs.

Risk Management Solutions for Your Business

- Access a best-practices safety library
- Manage incidents, analyze loss sources, and comply with OSHA reporting requirements
- Deliver employee safety training efficiently and effectively
- Access HR best-practice templates, training, news alerts, and expert advice
- Comply with OSHA hazard communication standards
- Automate safety audits, field inspections, and corrective action reporting
- Build a behavior-based safety program
- Manage certificates of insurance to limit liability

TO ENHANCE MENT PROGRAM

- BBS Track**
Cultivate a safety culture throughout your organization with a Behavior-Based Safety (BBS) Program. Ensure your employees are doing their jobs safely.
- Safety Observation Track**
Perform and track safety observations and demonstrate job compliance.
- Job Description Track**
Build job descriptions that clearly communicate employee responsibilities and job-related health and safety requirements.
- Training Track**
Automate your entire employee training process. Schedule, track, and document training with a database of training titles.
- Online Risk Management Library**
Access a multitude of bilingual risk management documents and resources.

Benefits at a Glance

- Used by over 65,000 organizations worldwide
- Comprehensive risk management platform eliminates the need for multiple programs
- Easy access through web-based application
- Complete library of safety and risk management materials based on industry best practices
- The tools for a true behavior-based safety program
- Comply with regulatory requirements
- Improve profitability through reduced costs and increased productivity
- No internal development or maintenance costs
- Customized to your organization's needs



WHA's Corporate Responsibility

WHA has adopted a corporate ethics policy tying personal behavior and the philosophy of ORS 244, Oregon Ethics for public entities. An overview of WHA's code of ethics:

- ✓ Always conduct us on and off the job in a manner that reflects positively on self, family, and our profession
- ✓ Support the concept of fairness and the value of diverse thoughts and opinions.
- ✓ Avoid situations that would adversely affect the credibility or public perception of the agency
- ✓ Are always truthful and honest and report instances of dishonest/unethical acts that compromise our agency or the industry
- ✓ Embrace Oregon's Ethics statute ORS 244 and avoid giving or receiving gifts
- ✓ Are respectful and conscious of each other including their safety and welfare
- ✓ Recognize you serve in a position of public trust
- ✓ Exercise professionalism, competence, respect, and loyalty
- ✓ Never discriminate, harass, intimidate, threaten, or bully
- ✓ Embrace our corporate value of serving and partners while executing our work
- ✓ Do the right thing, right way, with the right attitude, in the right time, for the right reasons

Please note WHA is an equal opportunity employer

To Our Society

WHA is actively involved in community develop and charitable work. Annual we select at least four charitable originations to support with our time and finances. Our commitment is to provide a financial contribution and work hours to help fulfill the organizations goals. Recently we have supported: Wounded Warriors, the Navigators, Food for Lane County, Oregon Fire Service Chaplains, Doernbecher, Breast Cancer Research, Hope & Safety Alliance (fka, Womenspace), Relay for Life, and Bags of Love.

Our benefits department developed an affiliated association for State of Oregon Chamber of Commerce offering benefits to their membership.

WHA encourages and supports our staff in their volunteer work. Staff can use "flex-time" or paid time for charitable work that has been approved by our Executive Board.

To Our Environment

WHA supports the environmental action, and we believe we each must do our parts – both individuals and entities. All company owned vehicles are fuel efficient hybrids. Our "go digital" movement strives to be paperless, with the exception of some proposals, training material, client request, and critical documents. When possible, we use recycled paper. Waste products are recycled when possible. We conserve power with lighting and energy efficient products.

To Our Office Culture

Our greatest asset is our people. In 2001 we established a committee to focus on the health and welfare of our staff. Today the committee title has been expanded to "Health, Wellness, Fitness, and Safety. In our Eugene location we have a full gym complete with locker rooms and showers. We provide a food center that is stocked weekly with healthy food options that is free to our employees. Each January employees are encouraged to make health related goals. In December employees receive a yearend bonus and a second bonus if they have achieved their health goals. Additionally, smokers that quit smoking for 365 days receive an \$500 bonus.

To Our Staffs' Professional Growth

Annually, each staff member works with their department manager to update their career track. Approved professional and continuing education is paid for by the company. Our goal is to create and support industry leaders. We do require and pay for each staff member to meet a minimum number of continue education hours. This year we are supporting two staff members in their efforts to obtain master's degrees, one in an online program through Purdue University. As staff complete certified programs, they receive a "completion bonus."

To Our Staffs' Health & Life

To improve the quality of life for our staff we offer "lunch and learns." These free lunch's feature a guest speaker who presents "life skills" information. In recent history speakers have spoken on: how to buy a home, developing time management skills, understanding personal cyber security, planning for retirement, and effective dieting.



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Mission Statement

Our mission is to always act in the best interest of our clients as their trusted insurance and risk management advisor.



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