

Exhibit A

**AMENDMENT No. #1 TO PROFESSIONAL SERVICES AGREEMENT FOR
CONSULTANT SERVICES**

(Town of Yountville and Swan Stream Studios LLC)

This Amendment No. #1 (“Amendment”) to Professional Services Agreement #2024-907 for Consultant Services (“Agreement”) is made on this 5th day of November, 2024 at Yountville, California, by and between the Town of Yountville, a municipal corporation, 6550 Yount Street, Yountville, CA 94599 (“Town”) and Swan Stream Studios LLC, 13647 N. Black Elk Trail, Prescott, AZ, 86305 (“Consultant”).

This Amendment modifies the original Agreement between the Town and the Consultant dated July 31, 2024 in the following fashion:

☐ A. Town and Consultant desire to amend the Agreement by modifying section 3.1 – “Scope of Services” as set forth in Consultant’s [Month, Day, Year] proposal to Town attached hereto as Exhibit [A-1] and incorporated herein by this reference.

☐ B. Town and Consultant desire to amend the Agreement by modifying section 3.3 – “Approved Fee Schedule” as set forth in Consultant’s [Month, Day, Year] fee schedule to Town attached hereto as Exhibit [B-1] and incorporated herein by this reference.

☒ C. Town and Consultant desire to amend the Agreement by modifying section 3.4 – “Maximum Amount” of the Agreement to read as follows:

3.4 “Maximum Amount”: The highest total compensation and costs payable to Consultant by Town under this Agreement. The Maximum Amount under this Agreement is One Hundred Forty-Five Thousand Dollars (\$145,000).

☐ D. Town and Consultant desire to amend the Agreement by modifying section 3.6 – “Termination Date” of the Agreement to read as follows:

3.6 “Termination Date”: _____.

E. **Integration.** This Amendment amends, as set forth herein, the Agreement and except as specifically amended hereby the Agreement shall remain in full force and effect. To the extent there is any conflict between this Amendment and the Agreement, the terms and provisions of this Amendment shall control. This Amendment and the Agreement, including any exhibits attached to the Agreement and this Amendment, integrate all the terms and conditions of the Parties’ agreement and supersede all negotiations with respect hereto.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“Town”
Town of Yountville

By: _____
Brad Raulston, Town Manager

Date: _____

“Consultant”
Swan Stream Studios LLC

By: _____
Kari Svanstrom, Principal

Date: _____

By: _____

Date: _____

Attest:

By: _____
Hilary Gaede, Town Clerk

Date: _____

Approved as to form:

By: _____
Gary B. Bell, Town Attorney

Date: _____



October 10, 2024

Brad Raulston
City Manager, Town of Yountville, CA
braulston@yville.com

Aaron Hecock
Planning and Building Director, Town of Yountville, CA
ahecock@yville.com

Subject: On-call Planning Support Contract Amendment 1

Dear Brad and Aaron,

It is my pleasure to provide you with this proposal to execute an Amendment to my contract. I look forward to continuing our collaboration and providing the Town with additional on-call Planning and Community Development Consultant services to supplement in-house staff.

Per discussions with Ken MacNab, Interim Planning and Building Director, the Town anticipates the scope of these services to include:

- Current private development projects under review, including the Humboldt Mixed Use application
- Continued work with Estate Yountville, to include meetings/discussion with ownership regarding vision/direction and next steps for their site, and processing anticipated development applications
- The Town anticipates a minimum of three additional development applications for processing in the Fall of 2024. (not including Estate Yountville projects)
- Support to in-house Department staffing, such as building permit processing, preliminary application review, and department process improvements, as assigned

Work to date for services includes approximately 60% (approximately \$27,000) on private development projects (full cost recovery for the Town by the applicants) and approximately 40% for general consulting services (not reimbursed by applicants). Based on the anticipated scope discussed above, and the Town's successful recruitment of a permanent full-time Planning and Building Director, I would expect the percentage of work attributed to reimbursable development projects will increase for Amendment 1 to around 80% and general consulting services/support will decrease to approximately 20%.

All planning services work for Amendment 1 will be at the direction of the Planning and Building Director or Town Manager, and charged on a time and material basis. Based on the above scope of work, I am recommending Contract Amendment No. 1 be in the amount of \$100,000, for a total contract amount of \$145,000.

This Amendment would augment the existing agreement, with all other provisions remaining the same.

I look forward to continuing to work with the Town and support staff.

Best regards,

Kari Svanstrom, Architect, AICP, LEEDap
Principal, Swan Stream Studios

cc: Ken MacNab, Interim Director of Planning and Building

PSA: 

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(Town of Yountville / Swan Stream Studios, LLC)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Town of Yountville, a California municipal corporation (“Town”), and Swan StreamStudios, an Arizona Limited Liability Company (“Consultant”) for on-call planning services.

2. RECITALS

2.1. Town has determined that it requires the following professional services from a consultant: **on-call planning support services as needed to augment our in-house planning staff, including:**

- Temporary staffing assistance,
- Development project/entitlement processing including design review, subdivisions, master plans, etc.),
- Housing related services (SB35 project reviews, Housing Element and related policy work, annual reports, etc.)
- Special project assistance,
- Project management,
- Advanced planning support (Policy review & development, Ordinance updates, process improvements, etc.),
- California Environmental Quality Act review & assessment for projects,
- Grant-writing and post-award management and research,
- Documentation, recommendations, meetings, and technical studies related to the above.

Task Order 1:

Project Description:

The 22-acre Estate Yountville (the “Project”) was recently purchased by Gary Jabara, and includes 2 hotels and the V Marketplace, which has a number of recent vacancies.

The Town is looking for a planner who can serve as a single point of contact for all development-related activities related to the Estate. The vision is yet to be determined, and development of that work with both the owner and Town is part of the brief.

Scope of Work:

Phase 1: Project Orientation

- Review of existing project records. Research and audit to determine current status with relevant agencies/ Synthesize information as needed.
- Meetings with key staff (City Manager, Planning/Bldg; Public Works Director; Fire; Sheriff's assigned Sergeant to understand agency needs/concerns and infrastructure); Mayor, Vice Mayor, and members to assess community goals; and project owner or representative to assess project goals and vision

Deliverables

- Executive Summary of current relevant entitlements for Estate campus and each parcel
- Summary of status of project including vacancy impacts (financial, entitlement expirations, etc.)
- Summary of required entitlements for any pending development applications
- Recommended project approach for both current applications and any new development/redevelopment of the site, including community process recommendations, next steps

Phase 2: Application Processing

- At the direction of Town Manager or Planning/Building Director, process current and future applications for the Project

Deliverables

- Staff reports, exhibits, and any other documents as required by Town to process applications.

- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, Town Council members, or employees of Town which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Town and Consultant agree as follows:

3. DEFINITIONS

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s **July 25, 2024**, proposal to Town attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Brad Raulston, Town Manager or the current Planning & Building Director. The Agreement Administrator shall be the principal point of contact at the Town for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. Town reserves the right to change this designation upon written notice to Consultant.
- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit A and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by Town under this Agreement. The Maximum Amount under this Agreement is \$45,000 starting on the Commencement Date and ending on the Termination Date.
- 3.5. “Commencement Date”: July 31, 2024.

3.6. “Termination Date”: July 31, 2025.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by Town in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. Town shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with Town.** In performing services under this Agreement, Consultant shall coordinate all contact with Town through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a Town business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant’s profession and in a manner reasonably satisfactory to Town. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with

performance under this Agreement. However, Town may consent in writing to Consultant's performance of such work.

- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Kari Svanstrom shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without Town's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the Town that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Town. If Town and Consultant cannot agree as to the substitution of key personnel, Town may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Town under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Town. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of Town or as part of any audit of Town, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to Town for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subconsultants.** Town shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. Town shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

- 7.1. **General.** Town agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by Town in advance.
- 7.2. **Invoices.** Consultant shall submit to Town an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** Town shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the Town through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the Town.
- 7.6. **Town Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until Town is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, Town shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Consultant shall defend, indemnify, and hold the Town, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of Town without restriction or limitation upon its use or dissemination by Town except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to Town, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of Town or otherwise to act on behalf of Town as an agent. Neither Town nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not

represent that it is, or that any of its agents or employees are, in any manner employees of Town.

- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the Town as an employer. Consultant shall not be entitled to any benefits. Town makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the Town, Consultant shall indemnify, defend, and hold harmless Town for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Town.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "Town" shall include Town, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify Town.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend Town from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise. Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify Town for such loss or damage as is caused by the sole active negligence or willful misconduct of the Town.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of Town's choice, expert fees and all other costs and fees of litigation.

Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- 11.5 **Defense Deposit.** The Town may request a deposit for defense costs from Consultant with respect to a claim. If the Town requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to Town.
- 11.7 **Indemnification by Subconsultants.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.8 **Insurance Not a Substitute.** Town does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the Town shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** Town will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with Town:
 - Certificate of Insurance, indicating companies acceptable to Town, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Town of Yountville.
 - Documentation of Best's rating acceptable to the Town.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. Coverage Amounts. Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$2,000,000 per claim,
\$2,000,000 aggregate
- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$1,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$2,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000
- Workers' Compensation, if required:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000
- Automobile Liability
 - Any vehicle, combined single limit \$2,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the Town as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

12.4. General Liability Insurance. Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage shall include contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable. The General Liability policy shall cover inter-insured suits and include a “separation of insureds” or “severability” clause which treats each insured separately. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. Worker’s Compensation Insurance. Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State

Compensation Fund, such agency shall be a company authorized to do business in the State of California.

- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include all vehicles used in connection with the performance of this Agreement, including owned, non-owned, and hired automobiles and trucks using ISO Business Auto Coverage form CA 00 01 (or equivalent).
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. Coverage shall be continued for three years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

An employee of the Town signing this Agreement may, in his or her sole discretion, waive the requirement for Professional Liability Insurance by initialing here:

Initials: _____

Name: _____

- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The Town, its Town Council, Commissions, officers, and employees of Yountville must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. The Town must be named as an additional insured for Auto Insurance policies for ongoing operations. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the Town, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage

can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, Town has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the Town, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: Town of Yountville, Attn: Finance Department, 6550 Yount Street, Yountville, CA 94599.
- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to Town and be endorsed using Insurance Services office form CG 20 10 (or equivalent) to provide that Town and its officers, employees, and agents shall be additional insureds under such policies. Any insurance or self-insurance maintained by Town and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the Town. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to Town.** Consultant shall report to the Town, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the Town. The Town may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration,

and defense expenses within retention amounts. Ultimately, Town must approve all such amounts prior to execution of this Agreement.

Town has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to Town's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify Town under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement as well as the early termination of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **Town Cooperation in Performance.** Town shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against Town relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that Town may require in the defense of that claim or action.

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and Town's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to Town

Town of Yountville
Finance Department
6550 Yount St.
Yountville, CA 94599
Telephone: (707) 944-8851
Email: accountinfo@yville.com

If to Consultant

Kari Svanstrom
Swan Stream Studios
13647 N Black Elk Trail
Prescott, AZ, 86305
Telephone: (707) 490-5800
Email: kari@swanstream.net

With courtesy copy to:
Gary B. Bell
Yountville Town Attorney
Colantuono, Highsmith & Whatley, PC
420 Sierra College Dr., Ste. 140
Grass Valley, CA 95945-5091
Telephone: (530) 432-7357

15. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.11 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), Section 13.2 (Consultant Cooperation in Defense of Claims), and Section 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **Town Termination.** Town may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All Town data, documents, objects, materials or other tangible things shall be returned to Town upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The Town shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** Town retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.

- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the exhibits of this Agreement, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between Town and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed by Town and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by Town. Town shall grant such consent if disclosure is legally required. All Town data shall be returned to Town upon the termination or expiration of this Agreement.

- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the Town's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without Town's prior written consent, and any attempt to do so shall be void and of no effect. Town shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by Town or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by Town or Consultant of any breach of any provision, covenant, or condition of this Agreement

shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in Town's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be the Superior Court of California for the County of Napa. Consultant hereby consents to jurisdiction therein for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties further agree that this Agreement may be transmitted by facsimile, electronic mail (email), or other electronic means and that the production or reproduction of signatures by facsimile, electronic mail (email), or other electronic means shall be treated as binding as if originals thereof.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"Town"
Town of Yountville

By: Brad Raulston
Signature

Brad Raulston

Printed: _____

"Consultant"
Swan Stream Studios, LLC

By: Kari Svanstrom
Signature

Printed: Kari Svanstrom

Title: Town Manager
8/1/2024 | 9:25 AM PDT
Date: _____

Title: Principal
7/30/2024 | 9:57 AM PDT
Date: _____

Attest:
Delete this Attest signature if less than \$45,000 and not requiring Council approval.

By: Hilary Gaede
Hillary Gaede, Communications Director/Town Clerk
8/1/2024 | 1:08 PM PDT
Date: _____

Approved as to form:

By: Gary B. Bell
Gary B. Bell, Town Attorney
7/31/2024 | 1:29 PM PDT
Date: _____



July 25, 2024

Brad Raulston
City Manager, Town of Yountville, CA
braulston@yville.com

Irene Borba
Planning and Building Director, Town of Yountville, CA
iborba@yville.com

Subject: On-call Planning Support

Dear Brad and Irene,

It is my pleasure to provide you with this proposal for on-call Planning and Community Development Consultant services to the Town of Yountville. As a former Planning Director, and with over 20 years of planning experience in the Bay Area and California, I am able to provide a wide range of planning-services to assist the Town:

- Temporary staffing assistance
- Development project / entitlement processing (including design review, subdivisions, master plans, etc.)
- Housing-related services (SB35 project review, Housing Element and related policy work, annual reports, etc.)
- Special project assistance
- Project Management
- Advanced Planning support (Policy review and development, Ordinance updates, process improvements, etc.)
- California Environmental Quality Act review and assessment for projects
- Grant-writing and post-award management
- Research, documentation, recommendations, meetings, and technical studies related to above.

This contract will be billed on an hourly basis as outlined in the Fee Schedule attached. This contract shall be limited to a not to exceed amount of \$45,000 annually for on-call services. The contract shall not limit expenditures for hours billed to projects that are cost recovery with full recovery of expenses through the Town's reimbursement agreement with the developer. The on-call contract shall run through July 31, 2025, unless extended by mutual agreement of both parties.

My full qualifications are attached. I look forward to working with you.

Best regards,

Kari Svanstrom
AICP, LEEDap
Principal, Swan Stream Studios, LLC

Task Order 1:

Project Description:

The 22-acre Estate Yountville (the “Project”) was recently purchased by Gary Jabara, and includes 2 hotels and the V Marketplace, which has a number of recent vacancies.

The Town is looking for a planner who can serve as a single point of contact for all development-related activities related to the Estate. The vision is yet to be determined, and development of that work with both the owner and Town is part of the brief.

Scope of Work:

Phase 1: Project Orientation

- Review of existing project records. Research and audit to determine current status with relevant agencies/ Synthesize information as needed.
- Meetings with key staff (City Manager, Planning/Bldg; Public Works Director; Fire; Sheriff’s assigned Sergeant to understand agency needs/concerns and infrastructure); Mayor, Vice Mayor, and members to assess community goals; and, project owner or representative to assess project goals and vision

Deliverables

- Executive Summary of current relevant entitlements for Estate campus and each parcel
- Summary of current status of project including vacancy impacts (financial, entitlement expirations, etc.)
- Summary of required entitlements for any pending development applications
- Recommended project approach for both current applications and any new development/redevelopment of the site, including community process recommendations, next steps

Phase 2: Application Processing

- At the direction of Town Manager or Planning/Building Director, process current and future applications for the Project

Deliverables

- Staff reports, exhibits, and any other documents as required by Town to process applications

Fee Schedule

Costs will be billed to the Town on a time-and-materials basis as assigned.

Hourly Rate:

Kari Svanstrom \$175/hr

Reimbursables:

Travel Costs:

\$1,000 per travel day (in lieu of hourly rate charged for travel days) + reimbursable expenses

- Project time on site billed at regular hourly rate; 8 hour minimum per day. Per diem and travel arrangements to be mutually agreed prior to any travel.

Mileage based on standard IRS-approved rates.

Subconsultants:

Billed at cost plus 10%

Hourly rates may be adjusted on January 1 of each year.



Kari Svanstrom

AICP, AIA, LEEDap

kari@swanstream.net

1.707.490.5800

Kari is an AICP-certified planner with 20+ years of planning experience that spans both public and private sector planning projects. As a former Planning Director she approaches planning with extensive knowledge of both policy and practical requirements of projects, including the need for interdepartmental coordination in both policy development and review of complex projects. This understanding helps her navigate projects efficiently and effectively to meet the specific goals of her clients.

Swan Stream Studios provides a range of services, including temporary staffing assistance, quick response for policy and project needs for municipal governments, grant-writing, and development review assistance.



Kari Svanstrom, AICP

707.490.5800
kari@swanstream.net

Service Areas

Housing

- Housing Development Entitlement / Development Project Processing
 - Development entitlements (subdivisions, rezoning/PUDs, environmental assessment, use permits, design review)
 - SB35/SB9/Density Bonus and other state-mandated development review
- Policy Development and Implementation (ADU, Short Term Rentals, procedure development and other 'quick strike' projects)
- Ordinance revisions for compliance with state law

Current Planning

- Development and entitlement project processing, including State-mandated processes
- On-call and supplemental staffing for agencies
- Development review process improvements

Policy/Advanced Planning

- Policy Development and Implementation
- Ordinance revisions to address policy changes to address local hazard planning, climate change issues, code administration and process improvements, and State and Housing Element requirements

Grant writing

- Successful grants include:
 - Prop 13 Library construction grants (competitive)
 - ABAG Priority Development Area grant (competitive)
 - Homeless Emergency Action Program (HEAP) Grant (competitive)
 - SB2, Prop 68, and other 'over the counter' grants with specialized requirements

Climate

- Phase-out policies for non-conforming uses (Gas stations, drive-throughs, etc)
- Tree removal policies and ordinances
- Flood plain policy
- Local Hazard Mitigation planning

Special Project Assistance

- On-call and temporary staff assistance (vacancies, vacations, longer leaves)
- Special project assistance (City projects, Council / Board initiatives)
- Project Management (current projects, policy development, grant management)

Representative Experience

Housing

Sixth Cycle Housing Element, City of Sebastopol
Inclusionary Housing Ordinance update
SB35 procedures (2020)
Objective Design Standards
ADU Ordinance updates
Mixed-Use and Multi-family Design Guidelines, Zoning and Land Use General Plan Amendments

Current Planning

Barlow Townhomes (18-unit, Rezoning, Subdivision, Use Permit, MND)
Woodmark Apartments (84 unit, SB35, Tribal Consultation)
Canopy townhomes (80 unit, Subdivision, Use Permit, Density Bonus, EIR, Design Review)
Huntley Square Micro-townhomes (10 units, Rezoning, Subdivision, Use Permit, Design Review, MND)
Redwood Lodge Historic site redevelopment (8 units, Subdivision, EIR, Design Review)
Hotel Sebastopol Development Agreement

Policy/Advanced Planning

Local Hazard Mitigation Plan, City of Sebastopol
All-Hazard Mitigation Plan, City of Mill Valley
Development Impact Fee Comprehensive Update
Vehicle Miles Traveled (VMT) thresholds

Grant writing

California Homeless Emergency Action Plan (HEAP) Grant
Association of Bay Area Governments Priority Development Area Grant
Prop. 13 State Library Grant (2006)
Prop 68 State Park Grant (2020)
SB2, LEAP, and REAP Grants
Mixed Use Health and Affordable Housing Federal Grant
Complete Street Planning Grant

Climate

Gas Station Ban Ordinance, City of Sebastopol
Climate Action Committee formation, City of Sebastopol
Climate Action Framework, City of Sebastopol
Tree Ordinance Updates

Special Projects

Public Art Calls
RFP process management
Mobile Home Park Upgrades
Ives Park revitalization projects

Facility/Master Planning

Scotts Valley (CA) Library design, construction
Pierce County (WA) Library System Facilities Master Plan and Comprehensive Plan Updates
Columbus (OH) Metropolitan Library 20/20 Vision Plan
Sacramento County (CA) City of Elk Grove Library, planning, design and construction
San Jose (CA) Roosevelt Community Center, planning and design
Oakland (CA) Library Master Facilities Plan, 81st Avenue Library, grant-writing, planning, design
Walnut Creek (CA) Main Library planning and design
Marin County (CA) Library Facilities Master Plan
San Jose (CA) Health and Wellness Center Feasibility Study
Sacramento County (CA) Library Facilities Master Plan
San Leandro (CA) Library Master Facilities Plan and Manor Branch Library

Kari Svanstrom - Resume

Credentials

Certified Planner, American Institute of Certified Planners

(AICP, 2003-present)

Architect, California License C-32323

LEEDap, U.S. Green Building Council



Experience

Swan Stream Studios (2024-present)

Principal

Independent planner offering a variety of planning and grant-writing services to municipal governments.

City of Sebastopol, CA (2018-2024)

Planning Director

Responsible for current and advance planning, housing, climate action, public arts, parks planning, environmental coordination, hazard planning, and associated grant-writing. Oversight of development review and inter-departmental coordination with Building, Engineering, and Fire Departments. Safety and Hazard planning: Local Hazard Mitigation Plan, Floodplain policies, Development Impact Fee update, and e-permitting implementation. Special Project assistance (City Council projects, such as RV safe-parking village, parklets, economic and emergency response, etc.). Department and Impact Development fund budgeting.

Advisor to Planning Commission, Climate Action Committee, Public Art Committee, and Design Review Board. Liaison to City Council.

Liaison to County-wide bodies: Sonoma County Community Development Commission's City and Town Advisory Board (Chair 2023-24), SCTA Planning Advisory Committee, Measure M-Parks Technical Advisory Committee, FEMA Floodplain updates, Sonoma County Multi-Jurisdiction Hazard Plan, and Sonoma County Economic Development Group.

Policy and Projects:

Ex: Inclusionary Housing Ordinance; Housing Element Update (Adopted Jan 3, 2023, Certified by HCD); Local Hazard Mitigation Plan; Development Impact Fee Update; Comprehensive User Fee Update; E-permitting implementation; Gas Station Ban Ordinance; Climate Action Framework; VMT thresholds; Objective Design Standards; Public Art commissioned art projects.

Grant writing and implementation include: HEAP Homeless Emergency Action Program; Prop. 68 Park grants; SB2/REAP/LEAP planning grants, ABAG Priority Development Area Grant, Caltrans Sustainable Transportation Grant (STG)

City of Mill Valley, CA (2013-2018)

Interim Director of Planning and Building (2017-2018)

Interim Director managing 11-person department, including Planning, Building, and Code Enforcement. Staff liaison to Planning Commission. City's Zoning Administrator and Floodplain Administrator.

Member of the City's Tree Committee and Steps, Lanes, Path Committee coordinating development and oversight of pedestrian trails. Responsible for tracking state land use legislation; directing and developing policy updates; review of staff planner work for current and advance planning; and department budget development and management.

Policy updates:

Ex: Affordable Housing Ordinance; Cannabis Ordinance; Accessory Dwelling Unit Ordinance; Wildland Urban Interface Building Codes; and, development of Historic Preservation work program.

City of Mill Valley, CA (con't)

Senior Planner (2013-2017)

Responsible for both current and advance planning projects, including processing complex planning and subdivision applications and general plan and zoning amendments. Provide guidance and training/mentoring to planning staff.

Instituted and led City's development review and coordination committee to address inter-departmental coordination for public and private developments; planning liaison for Police Dept's Traffic Safety Committee and Engineering Dept's Bicycle and Pedestrian Advisory Committee. Review of subdivision applications. Direct assistance to Planning Director by acting as Zoning Administrator; first-line supervisor for current planning issues.

Projects and responsibilities:

Ex: *Zoning and Design Guideline Advisory Committee* - project manager and planner

Mixed-use and Multi-family Design Guidelines - project manager and planner

Mixed-Use and Multi-family Zoning Regulations - project manager and planner

General Plan Amendment for Downtown Residential land use - project planner

Tree Ordinance Update - planner

All-Hazard Mitigation Plan, Bicycle and Pedestrian Master Plan Update - planning liaison

Current planning projects include: Redwood Lodge (Environmental Impact Report, design and tentative map review, and rezoning to include historic overlay); mixed-use commercial center revitalization; tentative and final maps; and, subdivision agreements.

City of Milwaukie, OR (2012-2013)

Associate Planner

Responsible for a variety of long-range planning, community, and economic development projects, including grant-writing and urban design for a new public plaza. Planning Department liaison with the Building Department for development review. Projects include: grant-writer for successful Complete Street planning grant; urban designer for Adams Street Connector public plaza, including public art components, connecting downtown, riverfront, and transit station.

Tri-City Health Center; Fremont, CA (2011-2012)

Planning Director

Director of current and long-range planning for a non-profit health center. Responsible for capital improvements, including: tenant improvements for new medical clinic co-located with affordable housing site; coordination with non-profit on Federal grant application for a mixed-use (affordable housing and health clinic) development; and, oversight of existing clinic upgrades.

Group 4 Architecture, Research + Planning, Inc., South San Francisco, CA (2000-2011)

Senior Planner, Project Manager (2006-2011); Firm Associate (2003-2011)

Planner, Designer, Job Captain (2000-2006)

Senior Planner and Project Manager for a private consulting firm specializing in public planning and architecture. Responsible for the development of long-range master plans and specific projects for public agencies - cities, counties, and special districts with populations from five thousand to over a million. Work included design and oversight of strong public participation efforts; strategic visioning workshops; demographic and geographic analysis; policy options and recommendations; public financing option analysis and recommendation; budget development and forecasts; and, presentation of solutions through adoption. As a firm Associate for seven years, I played an active role in staff development and training as well as firm leadership and management activities, including Human Resources and Professional Practice standards.

Significant projects:

Ex: *Oakland Library Master Facilities Plan* - project manager/planner, \$148M planned improvements

Oakland 81st Avenue Library - grant writer, project planner, designer - 28,100 SF; \$10M

Marin County (CA) Library Master Plan - project manager/planner - \$145M planned improvements

Walnut Creek Main Library - project planner - 42,000 square feet, \$42M, *LEED Gold*

San Jose Roosevelt Community Center - project planner - 30,000 square feet; \$25M, *LEED Gold*

Sacramento Shasta Park Site Utilization Plan - project planner, project designer – 20 acre park

Education

University of California at Berkeley, CA - College of Environmental Design

Master of City and Regional Planning (2001) - Urban Design

Master of Architecture (2001)

Washington University in St. Louis, MO - School of Architecture

B.A., Magna Cum Laude (1997)

Architecture Major, Native American Studies Minor

Speaking Engagements

Public Library Association - National Conference

Building the Library's Future - Facility Master Planning (2008)

Making Space for Teens in Libraries – (2008)

American Planning Association - National Conference

Making Youth Planners Part of the Solution (2005)

California Parks and Recreation Society - State Conference

Making a Place for Youth with Youth (youth engagement in the planning and design process) (2005)

University of California at Berkeley, CA

Visiting Lecturer, College of Environmental Design (2001)

Professional and Community Involvement

American Planning Association

American Institute of City Planners (AICP) (2003-present)

American Institute of Architects

AIA California Council, Director (2012, 2010), Planning and Finance Committee (2012)

AIA East Bay Chapter, President-Elect (2012), Director (2009-2010)

California Center's Youth VOICES

Community Design Handbook, External Review Committee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2024

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549	CONTACT NAME: Jennifer Davis PHONE (A/C, No, Ext): 360-299-8568 FAX (A/C, No): E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com														
INSURED Swan Stream Studios LLC 13647 N Black Elk Trail Prescott AZ 86305	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Property & Casualty Insurance Company of Hartford</td> <td style="text-align: center;">34690</td> </tr> <tr> <td>INSURER B: Travelers Casualty and Surety Co of America</td> <td style="text-align: center;">31194</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Property & Casualty Insurance Company of Hartford	34690	INSURER B: Travelers Casualty and Surety Co of America	31194	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

 License#: 6003745
 KARISVA-01

COVERAGES

CERTIFICATE NUMBER: 80673308

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBWBH7EGS	7/25/2024	7/25/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57SBWBH7EGS	7/25/2024	7/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			108098867	7/25/2024	7/25/2025	Per Claim 2,000,000 Aggregate Limit 2,000,000

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

Insured owns No Company Vehicles; therefore, hired/non-owned Auto is the maximum coverage that applies

Re: All Operations of the Named Insured

Town of Yountville, its Town Council, Commissions, officers, and employees of Yountville are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER

CANCELLATION 30 Day Notice of Cancellation

 Town of Yountville
 6550 Yount Street
 Yountville CA 94599

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

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

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

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

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

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

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

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

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

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

a. Vendors

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

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

This insurance does not apply to:

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

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- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
 - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
 - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
 - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
 - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises;
 - (b) In the performance of your ongoing operations performed by you or on your behalf; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
 - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

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

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

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

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

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

f. Any Other Party

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

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

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

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

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

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

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

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

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

2. Aggregate Limits

The most we will pay for:

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

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

3. Each Occurrence Limit

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

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

4. Personal And Advertising Injury Limit

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

5. Damage To Premises Rented To You Limit

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

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

6. How Limits Apply To Additional Insureds

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

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

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

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



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

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

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

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

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

a. Notice Of Occurrence Or Offense

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

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

b. Notice Of Claim

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

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

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

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

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

d. Obligations At The Insured's Own Cost

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

e. Additional Insured's Other Insurance

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

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

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

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



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

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

3. Legal action Against Us

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

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

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

4. Separation Of Insureds

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

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

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

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

b. Unintentional Failure To Disclose Hazards

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

6. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

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

(1) Your Work

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



(2) Premises Rented To You

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

(3) Tenant Liability

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

(4) Aircraft, Auto Or Watercraft

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

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

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

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

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

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

That is other insurance available to an additional insured.

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

(a) Primary Insurance When Required By Contract

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

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

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

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

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

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

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

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

c. Method Of Sharing

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



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

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

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

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

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

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

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

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

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