

ATTACHMENT 2 - AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Miller Planning Associates with an address at 830 Venable Street, San Luis Obispo, CA 93405 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that CONTRACTOR is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

1. DESIGNATED REPRESENTATIVE

Alex Tuttle at phone number (805) 884-8864 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Martha Miller at phone number (626) 616-9303 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Santa Barbara County Planning and Development Department, Long Range Planning Division, Attn.: Alex Tuttle, 123 E. Anapamu Street, CA 93101

To CONTRACTOR: Miller Planning Associates, Attn.: Martha Miller, 830 Venable Street, San Luis Obispo, CA 93405

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on December 14, 2023, and end performance upon completion, but no later than June 30, 2026, unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES (above) following completion of the increments identified in EXHIBIT B. Unless otherwise specified in EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that CONTRACTOR has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation.

Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted

authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect, and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising, or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state, and/or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer, or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract, or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
 - 1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state, or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants, and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of

CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with subcontractors identified in Contractor's Proposal. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for COUNTY in this Agreement, including audit rights.

34. HANDLING OF PROPRIETARY INFORMATION

CONTRACTOR understands and agrees that certain materials which may be provided may be classified and conspicuously labeled as proprietary confidential information. That material is to be subject to the following special provisions:

- A. All reasonable steps will be taken to prevent disclosure of the material to any person except those personnel of CONTRACTOR working on the project who have a need to use the material.
- B. Upon conclusion of CONTRACTOR'S work, CONTRACTOR shall return all copies of the material direct to party providing such material. CONTRACTOR shall contact COUNTY to obtain the name of the specific party authorized to receive the material.

35. IMMATERIAL CHANGES

CONTRACTOR and COUNTY agree that immaterial changes to the work program (mutually agreeable work program changes which will not result in a change to the total contract amount) may be authorized by the Planning and Development Director or designee, in writing, and will not constitute an amendment to the Agreement.

36. NEWS RELEASES/INTERVIEWS

CONTRACTOR agrees for itself, its agents, employees and subcontractors, it will not communicate with representatives of the communications media concerning the subject matter of this Agreement without prior written approval of the COUNTY Project Coordinator. CONTRACTOR further agrees that all media requests for communication will be referred to COUNTY'S responsible personnel.

[This area intentionally left blank. Signatures on following page.]

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Miller Planning Associates.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Lisa Plowman
Director Planning and Development

CONTRACTOR:

Miller Planning Associates

By: *Lisa Plowman*
Department Head

By: *Martha Miller*
Authorized Representative

Name: Martha Miller

Title: Principal and Owner

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: Susan L. McKenzie
Deputy County Counsel

Digitally signed by: Susan L. McKenzie
DN: CN = Susan L. McKenzie email =
smckenzie@countyofsb.org C = AD O = County
of Santa Barbara OU = Office of County Counsel
Date: 2022.11.29 10:13:03 -0800

By: *C. Edith*
Deputy

DocuSigned by:
A09ED6BD71D04FB...

APPROVED AS TO FORM:

Risk Management

By: *Greg Milligan*
Risk Management

DocuSigned by:
DC240AC1E64247D...

EXHIBIT A – STATEMENT OF WORK

CONTRACTOR shall render services in accordance with the Proposal to Prepare Santa Barbara County Zoning Ordinance Amendments prepared by Miller Planning Associates dated September 26, 2022 (Exhibit D), as attached hereto and incorporated herein by reference, and referred to hereafter as the “Proposal.” The Proposal describes the technical services scope of work which include the following: CONTRACTOR qualifications, capabilities and experience, key personnel, scope of work, project budget, and billing rates.

Generally, but described in detail in the Proposal, the following tasks shall be performed by CONTRACTOR:

Provide Planning and Development Department with professional services to prepare zoning ordinance amendments to (1) change the development standards and allowed uses in certain commercial and residential zones, and (2) relax certain permitting requirements. The services involve working with P&D staff, the public, interest groups, boards of architectural review, and decision-makers to:

- Comprehensively update the County’s sign regulations
- Either rezone to another commercial designation, or substantially revise/update the regulations that apply to, property that is located in the Shopping Center (SC) zone
- Allow residential mixed use development in all commercial zones
- Revise the Design Residential (DR) zone and Planned Residential Development (PRD) zone development standards to incentivize residential development for very low and low income categories
- Develop countywide outdoor lighting standards that address light pollution, energy efficiency, site security, community character, etc.
- Relax the permitting requirements for certain uses/development

The individuals who are identified in the Proposal included in Exhibit D (CONTRACTOR Proposal) shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY’s designated representative.

Suspension for Convenience. COUNTY’s Designated Representative may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 180 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

Exhibit D: Proposal to Prepare Santa Barbara County Zoning Ordinance Amendments prepared by Miller Planning Associates dated September 26, 2022

EXHIBIT B - PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed \$1,103,424 inclusive of a 10% contingency of \$100,311 that may be authorized in accordance with Section 35 of the Agreement.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

ATTACHMENT B1 – FEE SCHEDULE

Santa Barbara County Zoning Ordinance Amendments		TASK 0	TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TOTAL FEE
		Project Management	Kick-off Meeting and Technical Review	Public Outreach	Draft Zoning Ordinance Amendments	Environmental Review	Public Review & Adoption; Final Zoning Ordinance Amendments	
Miller Planning Associates								
Principal \$220	Hours	160	260	320	994	80	274	2088
	Cost	\$35,200	\$57,200	\$70,400	\$218,680	\$17,600	\$60,280	\$459,360
Firm Total	Hours	160	260	320	994	80	274	2088
	Cost	\$35,200	\$57,200	\$70,400	\$218,680	\$17,600	\$60,280	\$459,360
Urban Planning Partners								
Principal \$300	Hours	16	24	20	40	0	24	124
	Cost	\$4,800	\$7,200	\$6,000	\$12,000	\$0	\$7,200	\$37,200
Senior Planner \$195	Hours	75	60	80	116	0	60	391
	Cost	\$14,625	\$11,700	\$15,600	\$22,620	\$0	\$11,700	\$76,245
Associate Planner \$150	Hours	8	44	52	88	0	48	240
	Cost	\$1,200	\$6,600	\$7,800	\$13,200	\$0	\$7,200	\$36,000
Planner \$125	Hours	12	48	68	80	0	60	268
	Cost	\$1,500	\$6,000	\$8,500	\$10,000	\$0	\$7,500	\$33,500
Firm Total	Hours	111	176	220	324	0	192	1023
	Cost	\$22,125	\$31,500	\$37,900	\$57,820	\$0	\$33,600	\$182,945
Rincon Consultants								
Principal I \$285	Hours	27	8	0	10	110	0	155
	Cost	\$7,695	\$2,280	\$0	\$2,850	\$31,350	\$0	\$44,175
Snr Supervisor Planner II \$258	Hours	30	8	24	24	168	0	254
	Cost	\$7,740	\$2,064	\$6,192	\$6,192	\$43,344	\$0	\$65,532
Senior Planner I \$208	Hours	0	0	8	12	159	0	179
	Cost	\$0	\$0	\$1,664	\$2,496	\$33,072	\$0	\$37,232
Planner II \$153	Hours	0	0	12	24	472	0	508
	Cost	\$0	\$0	\$1,836	\$3,672	\$72,216	\$0	\$77,724
GIS/CADD Specialist I \$131	Hours	0	0	0	0	60	0	60
	Cost	\$0	\$0	\$0	\$0	\$7,860	\$0	\$7,860
Technical Editor \$130	Hours	0	0	0	0	5	0	5
	Cost	\$0	\$0	\$0	\$0	\$650	\$0	\$650
Production Specialist I \$105	Hours	0	0	0	0	69	0	69
	Cost	\$0	\$0	\$0	\$0	\$7,245	\$0	\$7,245
Admin Assistant \$95	Hours	27	0	0	0	2	0	29
	Cost	\$2,565	\$0	\$0	\$0	\$190	\$0	\$2,755
Transportation Study		0	0	0	0	\$117,335	0	\$117,335
Direct								\$300
Firm Total	Hours	84	16	56	94	1517	0	1767
	Cost	\$18,000	\$4,344	\$9,692	\$15,210	\$313,262	\$0	\$360,808
TOTAL	Hours	271	436	540	1318	80	466	4878
	Cost	\$57,325	\$88,700	\$108,300	\$276,500	\$17,600	\$93,880	\$1,003,113
Contingency (10%)								\$100,311
TOTAL WITH CONTINGENCY								\$1,103,424

EXHIBIT C – INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of CONTRACTOR'S negligence, errors, omissions, or willful misconduct in the performance of this Agreement and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim arising out of CONTRACTOR'S actions above, except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct. CONTRACTOR'S obligations hereunder shall be limited to its proportional share of liability as determined by a court of competent jurisdiction.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of, or in connection with, this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***

4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to, and approved by, the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII."

7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - c. 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 CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the type of risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D – CONTRACTOR PROPOSAL

CONTRACTOR's Proposal to Prepare Santa Barbara County Zoning Ordinance Amendments prepared by Miller Planning Associates dated September 26, 2022.

PROPOSAL TO PREPARE
SANTA BARBARA COUNTY
ZONING ORDINANCE AMENDMENTS





COVER LETTER

Santa Barbara County

Attention: Dan Klemann, Deputy Director
Long Range Planning Division
123 E. Anapamu Street
Santa Barbara, CA 93101
dklemann@countyofsb.org

Dear Mr. Klemann,

We are pleased to submit this proposal to prepare a set of commercial and residential Zoning Ordinance Amendments for the County of Santa Barbara. We welcome the opportunity to work with the County to develop revised zoning regulations adapted to changes in State law, development patterns, building requirements, and economic trends and better able to implement County goals and priorities. Our team is uniquely suited to help the County accomplish its goals. We offer:

- **Zoning ordinance expertise.** Miller Planning Associates specializes in zoning ordinances and development codes, particularly preparing responsive, user-friendly development regulations that are easy to use and understand. We have worked in a wide array of diverse settings, giving a depth of understanding that allows us to focus quickly on solutions for various community objectives, whether the focus is vibrant, mixed-use centers; state of art employment centers; neighborhood preservation; resource protection; and everything in between.
- **Experience in the public sector and Coastal Zone.** Martha Miller worked for a number of years as a coastal and inland area planner in San Luis Obispo County. This experience—where she worked on both long range and current planning projects—gives her a unique and valuable perspective.
- **Local familiarity.** Rincon Consultants has completed a number of environmental review projects in the County. Our familiarity with the County and its regulatory environment will allow us to work efficiently; ensure the fit between the new regulations, community needs, and context considerations; and complete the project in a timely manner.
- **Consensus building and community engagement skills.** We have proven expertise in making engagement successful, particularly in jurisdictions with a wide variety of interests, enabling changes to the Zoning Ordinance to be embraced by the community, staff, and decision makers alike.

If selected, **Miller Planning Associates** will lead all aspects of the assignment, and will have primary responsibility for drafting the Zoning Ordinance amendments. **Martha Miller, AICP**, will be the Project Manager and primary point of contact for the County. Ms. Miller has extensive experience in understanding, preparing and implementing zoning regulations, as public agency staff and in the private sector. Martha has updated zoning ordinances in cities and counties throughout the State, including zoning ordinance updates for the cities of Santa Barbara and Goleta.

Miller Planning Associates is supported by a team with a depth of knowledge and expertise in key project elements. **Urban Planning Partners** will provide planning and community engagement expertise to the project and support the creation of development standards, graphics, research, and analysis. **Rincon Consultants** will lead the environmental review portion of the project, as well as provide general project support.

We bring the vision, experience, and specialized knowledge needed to achieve the County's goals for this project and undertake thorough research, communicate clearly to the public, collaborate effectively with County Staff, and produce a clear, concise, user-friendly set of Zoning Ordinance Amendments that will stand the test of time. We look forward to this opportunity to work with the County of Santa Barbara.

Sincerely,



Martha Miller, AICP, Principal and Owner
martha@millerplanningassociates.com
(626) 616-9303

The proposal contained within this document is a firm offer for a 120 day period.

No member of the project team has any actual, apparent, or potential conflicts of interest relative to the services to be provided.

Martha Miller is the primary contact regarding the proposal and is authorized to represent and legally bind the firm.



INTRODUCTION

INTRODUCTION

PROJECT UNDERSTANDING

Numerous changes have occurred since the adoption of the current zoning regulations, including changes in State law, development patterns, building requirements, and economic trends. These changes have created a need to update certain regulations set forth in the County's zoning ordinances—particularly, regulations that apply to commercial and residential development.

To this end, the Long Range Planning Division of the County of Santa Barbara Planning and Development Department is seeking proposals from qualified consultants to perform tasks associated with the preparation of zoning ordinance amendments to accomplish the following:

- **Sign Regulations.** A comprehensive update of the County's sign regulations to address limitations and challenges with the existing regulations that compromise the quality of design, efficacy of signage, and other issues, including issues that have arisen with signage in shopping centers and ensuring each individual tenant is afforded adequate signage for effective communication.
- **SC Zone.** Rezoning or substantial revision of the SC Zone to update and modernize the regulations to accommodate suitable development and uses. The types of uses that are currently allowed in the SC zone are outdated and limiting. The Zoning Ordinance Amendment project provides the opportunity to expand use allowances to account for the types of uses that are typically found in, and appropriate for, the SC zone.
- **Residential Mixed-Use Allowances in Commercial Zones.** Residential mixed-use allowances in commercial zones to address the need for housing options in urban, jobs-rich areas. Work on the County's housing element update has revealed the need to allow for additional housing options in urban, jobs-rich areas. In response, this project will include amendments to the County's zoning ordinances to allow mixed use residential/commercial development in all commercial zones.
- **Incentivize Very Low and Low Income Housing.** Revised DR and PRD development standards (e.g., parking standards) to allow higher densities and incentivize residential development for very low and low income categories. Certain development standards for the limit developers' ability to provide higher densities, particularly for much-needed housing for very low and low income families. Revised development standards can incentivize the development of greater numbers of units for very low and low income families.

- **Outdoor Lighting Standards.** Countywide outdoor lighting standards to standardize lighting standards and address light pollution, energy efficiency, site security, community character, and mitigate potential aesthetic and visual impacts. The County has a number of community and area plans that include lighting standards that are similar to, but slightly different from, one-another. Additionally, many discretionary development projects are subject to CEQA mitigation measures to control light pollution that otherwise could be addressed as zoning regulations and without the preparation of an environmental document. This project will involve updating the County’s zoning regulations regarding lighting in order to: (1) eliminate unnecessary differences in lighting standards that apply to similarly situated areas of the County; (2) develop standards that are appropriate to the various zones and areas of the county, and compliance with which will result in insignificant environmental impacts pursuant to CEQA.
- **Permit Requirements.** The Zoning Ordinance Amendment project provides an opportunity to adjust review thresholds based on analysis of what types of projects the County wants to encourage and the types of issues and projects that typically generate the most interest and concern. Relaxation of permit requirements for certain uses/development, requiring ministerial review rather than discretionary, can provide the procedural environment that promotes desirable development. Incorporating development and design standards can also help reduce the number of uses that require discretionary review. With carefully crafted standards in place, the community and decision-makers may be confident their vision is being implemented which may reduce the need to weigh in on individual projects.

Through this project, we will work with County staff, the public, interest groups, boards of architectural review, and decision makers to develop an effective set of zoning ordinance amendments that will incorporate these changes into the County’s regulatory framework. Our breadth and depth of planning and zoning experience enables us to provide efficient, high-quality work that considers the most appropriate strategies and best practices for Santa Barbara County.

OUR APPROACH

Our team, consisting of **Miller Planning Associates** as the prime contractor and **Urban Planning Partners** and **Rincon Consultants** as subcontractors, is dedicated to providing highly customized and creative planning programs based on the unique composite of issues and challenges facing each individual community. Our approach is grounded in extensive coordination with community members and stakeholders, as well as in thorough, objective research and best practice analysis. Each project is a unique effort, reflecting the needs and desires of the community as well as the local design vernacular and economic realities.

We understand what it takes for zoning ordinances and development codes to be successful in this regard. Our codes are written with an awareness of who will use and be directly affected by it. This includes decision-makers, staff, property owners, builders, designers, residents, and other community members. We engage these groups throughout the update process. Before offering solutions, we test and analyze different approaches to make sure we are solving a real problem and not creating unintended consequences. We also write with clarity, ensuring that the regulations are understandable to all interested persons and that it's possible to find out, with a minimum of reading, the rules that apply to a particular situation and the procedures that must be followed.

Project Phasing

Zoning ordinance amendments that address such a wide range of issues are significant undertakings. Our methodology for this project involves a systematic approach which moves from understanding the issues, to agreements on the general approach to addressing the identified issues, and then to specific standards on how to address them. Our approach emphasizes the involvement of staff, decisionmakers, and the community throughout the process, generating a sense of ownership and commitment to the amendments.



Collaboration and Communication

In preparing the Zoning Ordinance Amendments, we will work closely with County staff, the public, interest groups, boards of architectural review, and decision makers to develop an effective set of zoning ordinance amendments that will incorporate these changes into the County's regulatory framework. The complementary skills and knowledge of staff and planning consultants can result in a process that is efficient and zoning amendments that are effective.

Clear and coordinated communication is critical to staying on time and budget for complex planning projects—not just amongst the consultant team members, but also between the consultants and staff. Miller Planning Associates will maintain regular communication with staff about budget, scheduling, and the progress of the planning process, through informal checkins—over email and phone—as well as in-person meetings as needed.



Quality Assurance/Quality Control

Miller Planning Associates and team partners Urban Planning Partners and Rincon Consultants specialize in providing consulting services for local governments and working collaboratively on complex projects. Each firm's extensive experience has fostered strict adherence to draft checking and quality control procedures.

As prime contractor, Miller Planning Associates will have overall responsibility for project management including conduct of work, design of analysis methodology, review of documents, community outreach, report writing, reviewing and editing materials prepared by others, and presentations with assistance from other team members as needed. Martha Miller, Principal and Owner of Miller Planning Associates will be directly involved in all aspects of the project and will be the day-to-day project contact. Miller Planning Associates is intentionally a small firm, only committing itself to a limited number of new projects each year in order to give each client personal attention.

Public Outreach

An effective public outreach program creates confidence in the planning process, promotes broad based understanding, and reflects the interests and needs of the community. An effective public outreach program achieves four broad purposes:

- **Inform.** Provide information regarding the purposes of the project and how it relates to the current state of the community, its issues, and future trends.
- **Educate.** Expand awareness of best practices to effectively address critical issues and achieve community visions comparable to those facing Santa Barbara County.
- **Gather Input.** Provide opportunities for discussion and input as updated regulations are being formulated.
- **Create Buy-In and Ownership.** Achieve buy-in and ownership of the new regulations.



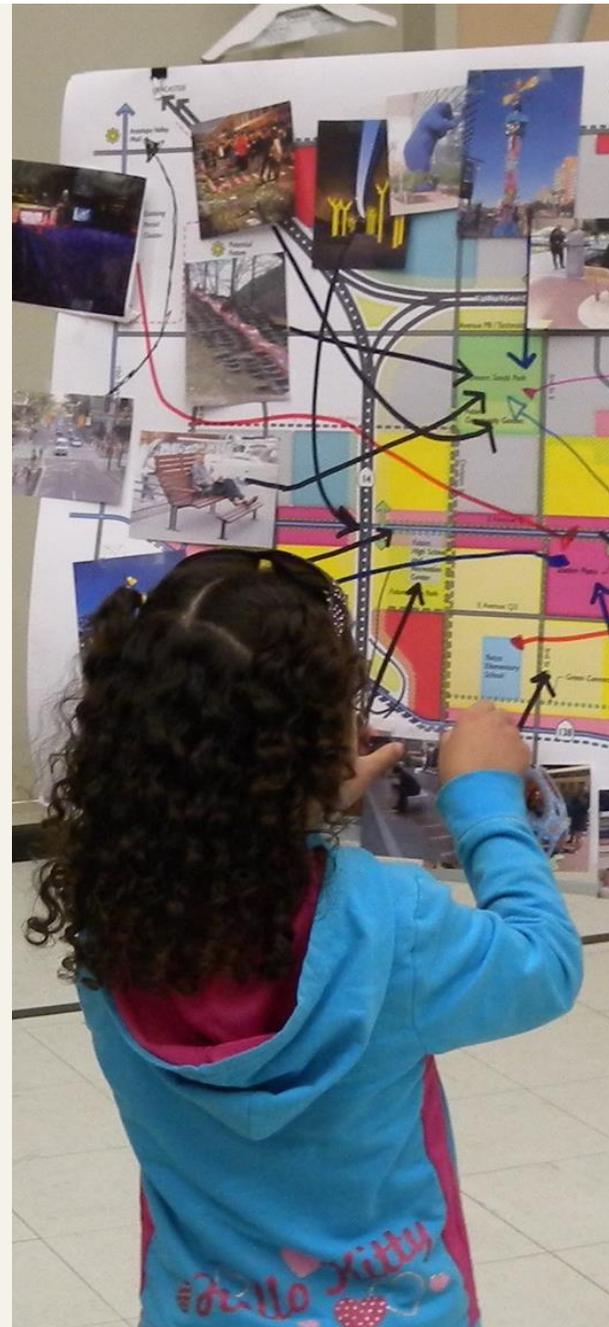
When formulating an outreach program for the Zoning Ordinance Amendments, it is important to recognize that individual amendments will interest and affect different audiences. It is also important to recognize the topics of these amendments have been discussed with different audiences and in different contexts to varying degrees. The challenge now is to bring everyone to a common starting point, understanding what has been resolved and what is up for dialogue and what specific technical information should be considered, and start a purposeful conversation to decide on a path forward. Our focus will be providing information, listening to concerns, ensuring proposed changes have meaning and relevance, and offering new ideas that may not have been considered during previous conversations.

Our approach is grounded in multifaceted, inclusive, and ongoing engagement activities. Our holistic engagement philosophy centers on the following key values:

- Gathering input from diverse perspectives by listening and learning
- Offering a wide array of ways to participate, by using the latest-and-greatest community engagement tools, both online and offline, to support communication
- Maximizing the inclusivity of the process through an open and transparent process
- Promoting a culture of dialogue
- Maintaining a positive discourse
- Systematically analyzing and incorporating input
- Ensuring engagement materials are visually attractive and easy-to-understand

SANTA BARBARA COUNTY

Proposal to Prepare Zoning Ordinance Amendments

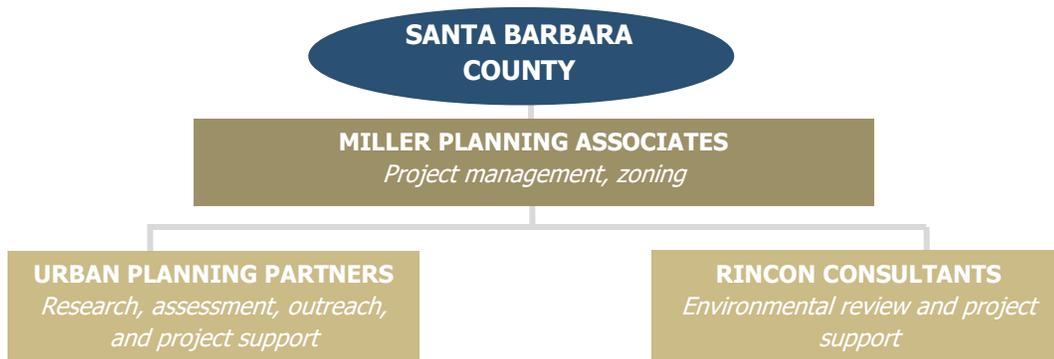


3

QUALIFICATIONS

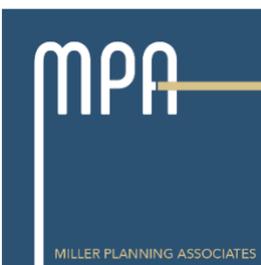
QUALIFICATIONS

Our team, led by Miller Planning Associates, brings the experience needed to effectively manage the Zoning Ordinance Amendment project, and the knowledge to help Santa Barbara County achieve effective outcomes. Miller Planning Associate’s core planning, zoning, community outreach, and management experience is complemented by a team of specialists bringing expertise in the areas of planning, community engagement and environmental review.



PRIME CONSULTANT

Miller Planning Associates LLC



Miller Planning Associates provides planning and zoning services to a variety of municipal clients throughout California and nationwide. Through our work, we seek to give form to community aspirations, and foster places that are vital, livable, and reflect environmental stewardship. Our approach is grounded in extensive coordination with community members and stakeholders, as well as in thorough, objective research and best practice analysis. After 20 years of working in private firms and the public sector, Martha Miller began Miller

Planning Associates to provide each client and project the time and individual attention it deserves. We are intentionally a small firm, only committing to a limited number of new projects each year in order to give each client personal attention. Each assignment is approached with an open mind, and provided strategic, context-based solutions that address the unique issues and needs facing each client. Miller Planning Associates will contribute approximately 55 percent of the project. Miller Planning Associates is an LLC taxed as an S-Corp (Tax ID: 84-5181237).

SANTA BARBARA COUNTY

Proposal to Prepare Zoning Ordinance Amendments

SUBCONSULTANTS

Urban Planning Partners



Urban Planning Partners, Inc. is a land use planning firm established in 2009 that provides consulting services to public entities, property owners and developers, and nonprofits. Our key services include planning policy, development services, community engagement, environmental review, contract planning, and grant writing. We are advocates for the process — we streamline approvals to make good projects happen faster to move towards an equitable, livable, and affordable California.

The firm is led by Lynette Dias, Urban Planning Partners’ Founder and President. Lynette has over 30 years of urban and environmental planning experience. She began her career in the public sector in northern and southern California cities, and later transitioned into consulting, where she spent the majority of her career working for public agencies and private developers throughout California.

Urban Planning Partners will contribute approximately 20 percent of the project. Tax Identification number: 90-0521841

Rincon Consultants



Rincon Consultants is a multi-disciplinary environmental science, planning, and engineering consulting firm that provides quality professional services to government and industry. Our principal service is to provide environmental support and scientific research to create innovative solutions to natural resource, sustainability, and environmental impacts. Rincon Consultants has provided environmental consulting services for over 28 years.

Rincon prides itself on the considerable depth of its staff, which includes certified urban planners, environmental scientists and engineers, accredited LEED professionals, noise and air quality experts, geologists, biologists, and cultural and historical resource specialists. Our approach to every project is centered upon the design and development of innovative solutions that respond to our clients’ specific needs in a cost-effective manner. Rincon Consultants will contribute approximately 25 percent of the project. Rincon Consultants is a California “S” Corporation, Federal Tax ID #: 77-0390093.

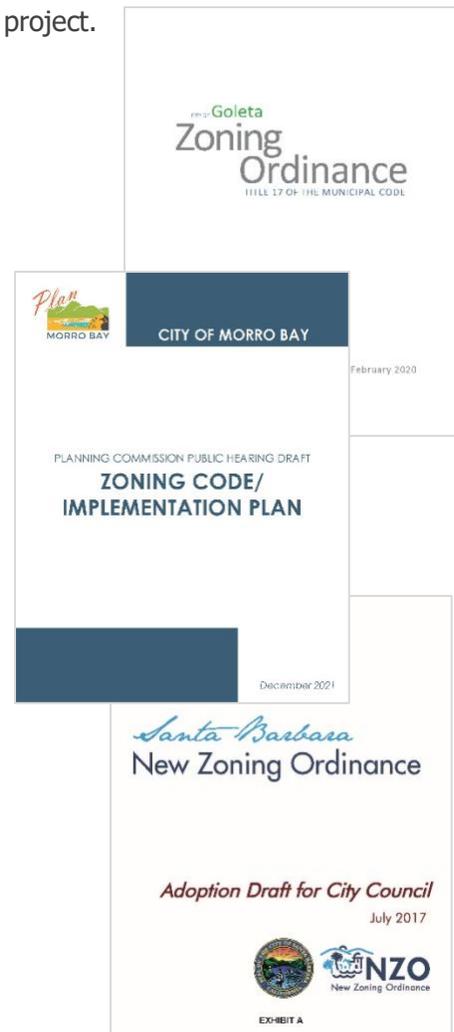
RELEVANT EXPERIENCE

Miller Planning Associates offers expertise in preparing zoning and development codes in a wide variety of settings, including urban centers, small towns, and rural counties. We utilize the whole menu of zoning approaches, including form-based, performance-based, and Euclidean, to devise a strategy tailored to the unique needs of each community. All codes and ordinances are prepared to be responsive, user-friendly, and easy to understand, including cross references, graphic illustrations, and web-interfacing abilities.

Below we list a sampling of our projects most relevant to this project.

- Alhambra, CA, Development Code Update
- Calaveras County, CA, Zoning Code Update
- Dixon, CA, Zoning Code and Map Update
- El Monte, CA, Rurban Homesteads Overlay District*
- Fresno, CA, Citywide Development Code Update*
- Goleta, CA, New Zoning Ordinance
- Grover Beach, CA, Parking Regulations Update*
- Hayward, CA, Mission Boulevard Corridor Form Based Codes Update*
- Hayward, CA, Industrial District Regulations and Design Guidelines*
- Hermosa Beach, CA, Zoning and Subdivision Ordinance Assessment and Update
- Morro Bay, CA, Comprehensive Zoning Code and Coastal Implementation Plan Update
- Newark, CA, Comprehensive Zoning Ordinance Update*
- San Carlos, CA, Zoning Ordinance Update*
- San Leandro, CA, Multi-family and Mixed-Use Development Standards and Housing Element Implementation Zoning Amendments
- Santa Barbara, CA, New Zoning Ordinance*
- South San Francisco, CA, Zoning Ordinance Update*
- Vacaville, CA, Land Use and Development Code Audit*
- West Sacramento, CA, Zoning Modernization*

**Project completed by Martha Miller under previous employment*



The pages that follow provide greater detail on a select few representative projects of Miller Planning Associates and the project team.

SANTA BARBARA COUNTY

Proposal to Prepare Zoning Ordinance Amendments

SAN LEANDRO, CALIFORNIA

OBJECTIVE DEVELOPMENT STANDARDS AND HOUSING ELEMENT IMPLEMENTATION AMENDMENTS



CLIENT

City of San Leandro

PROJECT TIMELINE

2020-Present

CONTACT

Avalon Schultz, Principal Planner
City of San Leandro
510-577-3352
aschultz@sanleandro.org

Martha Miller is the project manager for the San Leandro Objective Development Standards and Housing Element Implementation Amendments project. The project includes the creation of objective design and development standards for multi-family and residential mixed-use housing projects aimed at achieving high-quality design and predictability for developers and the community, consistent with State law. These standards will help provide predictability, streamline the review process, and ensure the community's aesthetic standards are maintained.

The project also includes amendments to the Zoning Ordinance to implement a number of Housing Element Action items and help meet the City's housing goals. The amendments address a wide range of topics, including incentivizing housing development, adjusting permit requirements, and revising development standards. The amendments, ranging from refinements of terminology to entire new sections, are integrated into an existing complex code structure, requiring an in-depth understanding of the regulatory framework and skilled attention to detail.

SAN BARBARA, CALIFORNIA

NEW ZONING ORDINANCE



CLIENT

City of Santa Barbara

PROJECT TIMELINE

2014-2017

CONTACT

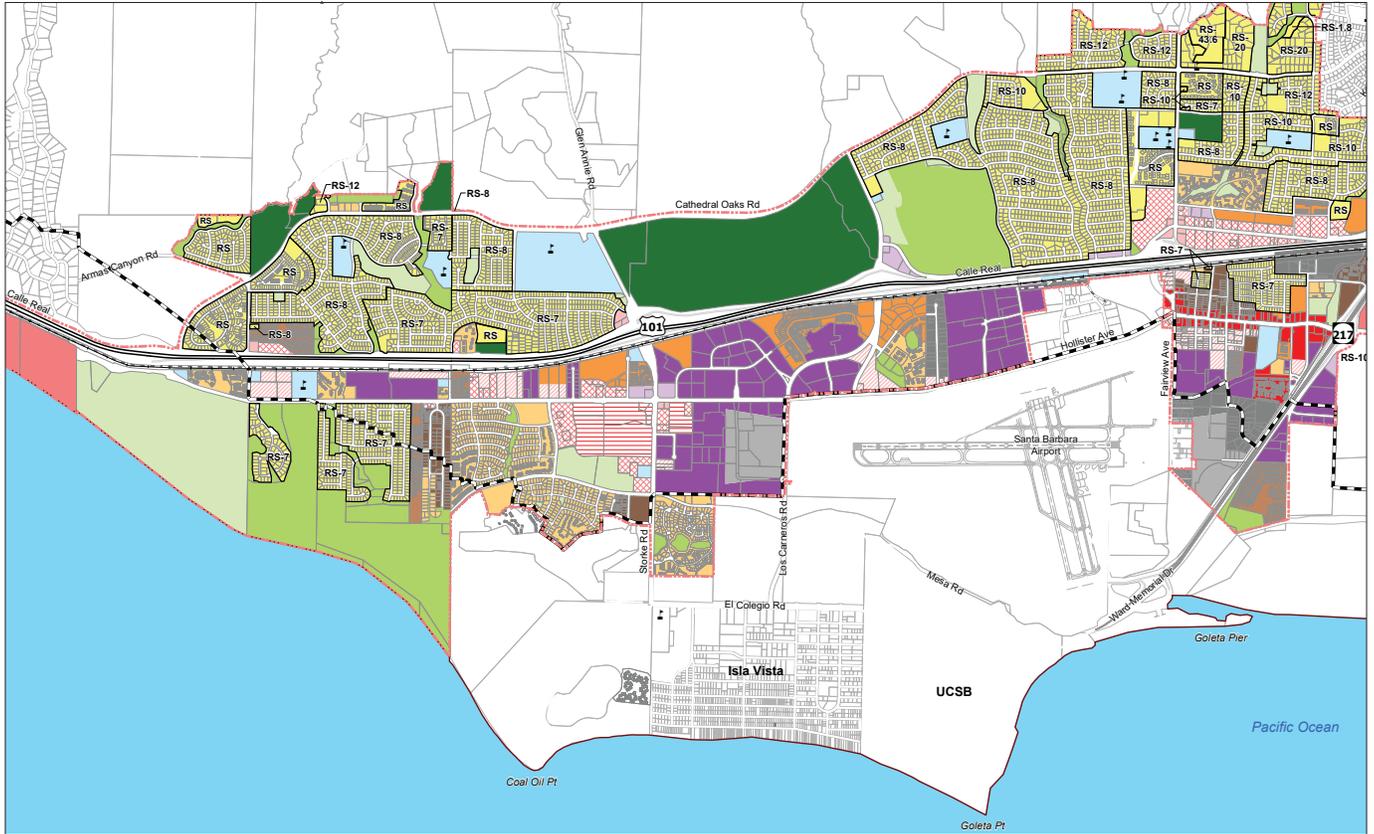
Marck Aguilar, Business Liaison /
Project Planner
City of Santa Barbara
805-897-1933
maguilar@santabarbaraca.gov

Martha Miller was the project manager for the comprehensive update of the City of Santa Barbara's Zoning Ordinance. The Santa Barbara New Zoning Ordinance (NZO) effort was initiated to update Santa Barbara's regulation of land use and development included in the Zoning Ordinance, bringing it up to date to reflect best practices and make the ordinance easier to use and understand by all users. Specific objectives of the project were to craft a new Zoning Ordinance that:

- Is consistent with and implements the General Plan;
- Is modern and reflects the City's current uses, practices, and development patterns;
- Provides clear decision-making protocols and streamlined review processes, where appropriate;
- Addresses previously created nonconforming situations and brings them into compliance to the extent feasible;
- Promotes adaptive reuse of properties; and
- Is clear, concise, understandable, and easy to use.

GOLETA, CALIFORNIA

NEW ZONING ORDINANCE



CLIENT

City of Goleta

PROJECT TIMELINE

2015-2020

CONTACT

Anne Wells, Advance Planning
Manager
City of Goleta
805-961-7557
awells@cityofgoleta.org

Martha Miller was the project manager for the City of Goleta's New Zoning Ordinance, the City's first Zoning Ordinance, implementing the City's General Plan policies and the Local Coastal Program and replacing the Santa Barbara County Zoning Ordinance that the City has been using since it incorporated in 2002.

The New Zoning Ordinance is an innovative, integrated code that will serve to shape future growth according to the community's vision. It is clear and easy to use, and provides objective standards and criteria for use in the development review and permitting process that will result in high quality development.



CITY OF SANTA CRUZ OBJECTIVE DEVELOPMENT STANDARDS FOR MULTI-FAMILY DEVELOPMENT AND COMMUNITY ENGAGEMENT

CITY OF SANTA CRUZ

Urban Planning Partners is working with the City of Santa Cruz to develop objective design standards for multi-family development per State laws SB 35 and the Housing Accountability Act. Given previous misinformation and community resistance to multi-family development, the Urban Planning Partners team (in partnership with InterEthnica) developed and carried out an equity-focused engagement approach to reach communities not typically



involved with the planning process including the Latinx community, low- and moderate-income households, and university students. Through targeted engagement and candid discussions with stakeholders, the team facilitated meaningful dialogue that shaped development standards that are economically feasible for developers and representative of community priorities and values.

The team presented the community engagement strategy to the Planning Commission, where they heard unanimous support. The first community event included a presentation on the history and legacy of exclusionary zoning and how it relates to the project. The event put a social justice lens on the project and sought to build understanding and support for increased housing diversity while ensuring that attendees' future input on the project is informed by knowledge of racial justice. Teaming with InterEthnica, Urban Planning Partners also held a Spanish-language version of the event in addition to the one in English.

In addition to community engagement, the objective standards are informed by robust analysis. Urban Planning Partners led a team of technical subconsultants with economic, transportation, and urban design expertise to ensure the development standards are feasible. Urban Planning Partners, with help from Kristen Hall City Design and Strategic Economics, completed test fits and proforma analyses to identify barriers to development that could be addressed with the objective development standards.

Client Contact:

Sarah Neuse, Senior Planner – Advanced Planning
(831)-420-5092
sneuse@cityofsantacruz.com



ACCESSORY DWELLING UNIT INITIATIVE

**CITY OF OAKLAND AND METROPOLITAN TRANSPORTATION COMMISSION (MTC)/
ASSOCIATION OF BAY AREA GOVERNMENTS (ABAG)**

Urban Planning Partners led an Accessory Dwelling Unit (ADU) Initiative to update the City of Oakland's ADU policies, procedures, and practices and remove barriers to ADU construction. The ADU Initiative is among several strategies to increase affordable housing stock for renters while protecting current residents from displacement and ensuring that Oakland's housing policies are racially and economically equitable. Stakeholder feedback and utilizing an equity lens were crucial throughout the entirety of the process given our goal of reducing racial disparities through ADU development.



As the lead consultant for this project, Urban Planning Partners developed strategies to achieve these goals supported by robust research, policy analysis, and public outreach. The research stage of the project included reviewing existing literature, collecting, and analysing qualitative and quantitative data from stakeholder engagement, and performing a regulatory review and geospatial analyses. Based on our findings, Urban Planning Partners worked with the City to identify and prioritize solutions that will best fit Oakland's unique needs and have the most impact: revising the survey requirement to make expensive property surveys the exception and not the rule, developing short ADU and landlord guides for homeowners to help them know what to expect, and establishing a pre-approved plan program to streamline the permitting process. The landlord and single-family ADU guides were published in 2020 and 2021, respectively.

Client Contact:

Ada Chan, Regional Planner
MTC/ABAG
(415) 820-7958
achan@bayareametro.gov



INNOVATIVE CONSTRUCTION PROJECT

CITY OF OAKLAND AND METROPOLITAN TRANSPORTATION COMMISSION (MTC)/ASSOCIATION OF BAY AREA GOVERNMENTS (ABAG)

Urban Planning Partners led research and policy reform related to innovative construction methods for the City of Oakland. Our team recommended meaningful, feasible policies and process improvements that the City can implement to fully realize the benefits of innovative construction methods to increase the City's housing supply efficiently and cost-effectively. The project worked to ensure that the City is innovation-ready for future construction techniques that have not been developed yet.



The research stage of the project revealed that inconsistent code interpretation, labor supply, City and State policies, and unequal access to resources are some of the barriers to innovative construction methods. After identifying a menu of solutions, we met with City staff to refine and prioritize these solutions. We then worked to implement "innovation-friendly" regulatory changes, including the legalization on moveable tiny homes and other residential facilities on wheels. Bringing workforce development into the discussion of who has access to innovative construction methods was an important part of the project and based on our research, the City has decided to design a workforce development program related to innovative construction in addition to the solutions Urban Planning Partners is implementing.

Urban Planning Partners worked collaboratively with the City, staff from other Bay Area cities, and innovative developers and builders to ensure that solutions are impactful and reflect City goals and staff constraints. We are confident that Oakland can serve as a model for other cities seeking to encourage cost-saving innovative construction methods **Client Contact:**

Ada Chan, Regional Planner

Client Contact:

Ada Chan, Regional Planner
MTC/ABAG
(415) 820-7958
achan@bayareametro.gov

Neighborhoods of Willow Creek and Hidden Canyon/ Rancho Maria Golf Course (Key Site 21) Subsequent EIR

County of Santa Barbara



Client Information:

Sean Stewart, J.D., Planner
County of Santa Barbara
Planning and Development
123 East Anapamu Street
Santa Barbara, California 93101
(805)568-2517
sestewart@co.santa-barbara.ca.us

Staff: Richard Daulton (Principal-in-Charge)
Chris Bersbach (Project Manager)
Colby Boggs (Biological Resources)
Chris Duran (Cultural Resources)
Torin Snyder (Hydrological Resources)



Rincon is currently managing preparation of a Subsequent EIR for the County of Santa Barbara to evaluate the proposed Neighborhoods of Willow Creek and Hidden Canyon/Rancho Maria Golf Course (Key Site 21) Project. The project includes a Specific Plan, Comprehensive Plan Amendment, two Vesting Tentative Tract Maps, and Development Plan entitlements for two residential neighborhoods adjacent to the Rancho Maria Golf Course on 177 acres of Key Site 21 in the Orcutt Community Plan area. Rincon coordinated closely with County staff to develop and approach to the environmental analysis that relies on analysis in the previously prepared Orcutt Community Plan EIR, focusing updated analytical effort on environmental impacts that may be new or substantially more severe than analyzed in that existing EIR. As the site is undeveloped and includes habitat for special status species as well as steep slopes and agricultural resources adjacent to the existing Rancho Maria Golf Course, Rincon examined the potential effects the project would have on aesthetic and visual resources, biological resources, agricultural resources and land use compatibility, and geologic hazards. Other issues examined in the EIR included transportation, water resources, recreation, and noise.



Orcutt Bradley Village (Key Site 30) Subsequent EIR

County of Santa Barbara

Former Client Information:

John Zorovich, Supervising Planner
County of Santa Barbara
Planning and Development
624 West Foster Road
Santa Maria, California 93455
(805)934-6297

Staff: Richard Daulton (Principal-in-Charge)
Chris Bersbach (Project Manager)
Colby Boggs (Biological Resources)
Chris Duran (Cultural Resources)
Torin Snyder (Hydrological Resources)



Rincon, including the management team of Richard Daulton as Principal-in-Charge, and Chris Bersbach as Project Manager, assisted the County of Santa Barbara with the preparation of a Subsequent EIR for the Bradley Village (Orcutt Key Site 30) Project. The 79-acre project site is located in the Orcutt Community Plan area in unincorporated Santa Barbara County. The proposed project involved applications for a Comprehensive Plan Amendment, Rezone, Tentative Tract Map, and two Final Development Plan entitlements to develop 69 single-family homes and a 3-acre recreation/dog park. Portions of the site fall under the Santa Maria Airport flight boundary restricted zone and are not available for development. Environmental impacts were considered with the site's close proximity to the airport and previous agricultural uses in mind; these include hazards, air quality, aesthetics, and hydrology.

Fast Forward 2040 Regional Transportation Plan/ Sustainable Communities Strategy Supplemental EIR

Santa Barbara County Association of Governments



Client Information:

Michael Becker
Director of Planning
Santa Barbara County Association of
Governments
260 North San Antonio Road, Suite B
Santa Barbara, California 93110
805-961-8900
mbecker@sbcag.org

Staff: Richard Daulton (Principal in Charge)
Eric Von Berg (Project Manager)
Nik Kilpelainen
Annaliese Miller



Rincon has prepared EIRs for SBCAG’s five previous RTPs, including an EIR for SBCAG’s 2013 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), and a Supplemental EIR for SBCAG’s 2017 RTP/SCS, titled Fast Forward 2040. The Supplemental EIR evaluated the policy framework, comprehensive land use strategy, and capital improvement projects for all cities and unincorporated communities in Santa Barbara County for the period of 2016-2020. Rincon is currently preparing an EIR for the latest update to the RTP/SCS, Connected 2050.

Through our experience preparing EIRs for SBCAG, as well as RTP/SCS EIRs for numerous other jurisdictions, Rincon has devised a methodology that provides for the successful and legally-defensible completion of the CEQA process, impact screening that streamlines subsequent environmental review of projects and programs contained in the RTP/SCS, careful consideration of plan alternatives, compliance with SB 375, AB 32, and SB 32 requirements, development of a VMT thresholds, and meaningful public input.



STAFF

STAFF

We have assembled a team for the Santa Barbara County Zoning Ordinance Amendments that brings a strong expertise in all aspects of the project to help us achieve the County’s goals successfully, respond to community concerns, and prepare Zoning Ordinance Amendments that address and resolve issues, implement County policies, and are valuable over time. The proposed project team structure is presented in the organizational chart on the following page.

Highlights about the involvement and professional experience of key personnel are presented below, followed by full resumes of key personnel. Key personnel are supported by a suite of technical staff specializing in Geographic Information Systems (GIS), urban design, entitlements, visualization, and outreach facilitation.

MILLER PLANNING ASSOCIATES



Martha Miller, AICP, Principal and Owner

Martha Miller, AICP, has 20 years of experience as a land use planner and project manager specializing in comprehensive development code updates, zoning and development regulations, specific plans, master plans, and community engagement. Martha will serve as the Project Manager and key point of contact for the project. Ms. Miller will provide overall direction for the project, lead the technical analysis and drafting of regulations, attend all project meetings and outreach events, and ensure quality control of all deliverables. Martha will devote an average of 30 percent of her time to this project.

Recent projects for which Martha has served a similar role include comprehensive code updates for the cities of Santa Barbara and Goleta. She is currently leading comprehensive code updates in the Morro Bay and Calaveras County. Her experience as a public sector planner—where she managed comprehensive community plan updates, land divisions, and development and entitlement projects—gives her a unique and valuable perspective.

SANTA BARBARA COUNTY

PROJECT MANAGEMENT

MILLER PLANNING ASSOCIATES

Martha Miller, Principal-in-Charge, Project Director

ZONING ORDINANCE AMENDMENTS

MILLER PLANNING ASSOCIATES

Martha Miller, Project Manager

Role: team lead, lead writer, land use and zoning regulation expert

URBAN PLANNING PARTNERS

Lynette Dias, Principal

Role: strategic advisor and Urban Planning Partners' project director

Arly Dolbakian, Senior Planner

Role: Urban Planning Partners' team lead, research, writing/preparation

Alexia Rotberg, Associate Planner

Role: research, writing/preparation, graphics

RINCON CONSULTANTS

Lilly Rudolph, Senior Program Manager

Role: Rincon team lead, attendance, support, preparation of materials

OUTREACH

MILLER PLANNING ASSOCIATES

Martha Miller, Project Manager

Role: team lead, presenter, preparation of materials

URBAN PLANNING PARTNERS

Lynette Dias, Principal

Role: strategic advisor and Urban Planning Partners' project director

Arly Dolbakian, Senior Planner

Role: Urban Planning Partners' team lead, preparation of materials, website assistance

Alexia Rotberg, Associate Planner

Role: preparation of materials, graphics, website assistance

RINCON CONSULTANTS

Lilly Rudolph, Senior Program Manager

Role: Rincon team lead, attendance, support, preparation of materials

ENVIRONMENTAL REVIEW

RINCON CONSULTANTS

Richard Daulton, Principal in Charge

Role: environmental review project director

Chris Bersbach, Supervising Environmental Planning

Role: environmental review project manager

Lilly Rudolph, Senior Program Manager

Role: program support, writing/preparation

URBAN PLANNING PARTNERS



Lynette Dias, Principal

Lynette has over 30 years of planning experience working for both public agencies and private landowners and developers. Much of her work focuses on planning policy, community engagement, project entitlement strategy, and environmental review. Lynette has significant experience in developing and implementing entitlement strategies for many high-profile and complex urban projects, including many TOD and downtown projects, as well as several significant redevelopment and public/private partnership projects. Lynette is currently directing the Alameda County Planning Collaborative established by ABAG to facilitate cross-jurisdiction learning for the 6th Cycle Housing Element updates in addition to directing contract planning work for the County of San Luis Obispo.

Lynette will serve as the Urban Planning Partners' Project Director, bringing her many years of problem solving to the project. Lynette will devote approximately 125 hours, or five percent of her time, to the project over the course of the project. The actual amount of time devoted to the project at any given time will vary depending on the stage of the project.



Arly Dolbakian, Senior Planner

Arly has ten years of public and private sector planning experience. Recent public sector planning experience included zoning updates for both Emeryville and Portola Valley. While at Portola Valley, she developed and implemented a new Accessory Dwelling Unit (ADU) policy to ensure the policy allowed new density only where safe to do so. She also served as Interim Planning Director for six months, managing the department while continuing her planning duties. At the City of Emeryville, Arly worked at the front counter, reviewed planning permits, and administered the Zoning Code. She is currently working on zoning updates in Foster City and Saratoga in parallel with their Housing Element updates, Portola Valley's Housing Element and Safety Element updates, and a CEQA Addendum to permit additional lab space at Gilead headquarters in Foster City.

Arly will serve as the Urban Planning Partners' Project Manager and key point of contact for the project. She will be involved with and support Miller Planning Associates on all aspects of the project, and will lead the work of the Urban Planning Partners' team. Arly will devote approximately 390 hours, or 20 percent of her time, to the project over the course of the project. The actual amount of time devoted to the project at any given time will vary depending on the stage of the project.



Alexia Rotberg, Associate Planner

Alexia offers over five years of experience as an urban planning consultant, working on behalf of private-sector development clients to draft, submit, and process various land use entitlements, and site planning permits necessary to facilitate a variety of development projects. As part of this experience, Alexia has worked closely with local government staff and elected officials to facilitate the processing and approval of development projects ranging from single-family residential homes to multi-phased mixed-use redevelopments. Presently, Alexia is working with the City of Newark as a contract planner reviewing a proposed mixed-use redevelopment in the City's historic "Old Town" neighborhood, as well as with the City of Redwood City on a large-scale life sciences/research and development project.

Alexia will bring her planning and outreach experience to the project and assist with research, outreach, and drafting of ordinances. Alexia will devote approximately 240 hours, or 15 percent of her time, to the project over the course of the project. The actual amount of time devoted to the project at any given time will vary depending on the stage of the project.

RINCON CONSULTANTS



Richard Daulton, MURP, Senior Principal/Vice President

Richard Daulton oversees planning and environmental projects in the California Central Coast region. He has over 25 years of experience in the planning profession with an emphasis on environmental planning and policy development. His planning skills are supported by a strong background in technical environmental and economic analysis. Mr. Daulton has overseen EIRs for several controversial and complex projects in the Santa Barbara County area, including the County's Housing Element Rezone Program EIR, Santa Ynez Valley Community Plan Update EIR, Rancho La Laguna EIR, Hollister Avenue Widening EIR/EA, and EIRs for development projects at Orcutt Key Sites 3, 21, and 30, and the Orcutt Community Plan Amendment to include the new Union Valley Parkway connection.

Richard will serve as Principal in Charge and Contract Administrator for Rincon Consultants' work on the project. He will devote approximately 155 hours, or eight percent of his time, to the project over the course of the project. The majority of his time will be spent during the environmental review stage of the project.



Lilly Rudolph, AICP, Senior Program Manager

Ms. Rudolph is responsible for managing long-range planning documents and current planning assignments for municipal planning agencies. Over her career in planning, community development, and economic development, Ms. Rudolph has developed a broad background of experience ranging from preparing and reviewing specific plans and community plans to overseeing civic engagement and outreach strategies. She has prepared and/or managed general plan updates, design guidelines, specific plans, historic resource surveys, and ordinances and is experienced in the preparation and management of CEQA documents for plan areas and development projects.

Lilly will serve as the Rincon Consultants’ Project Manager and key point of contact for the project. She will be involved with and support Miller Planning Associates on all aspects of the project. Lilly will devote approximately 180 hours, or ten percent of her time, to the project over the course of the project. The actual amount of time devoted to the project at any given time will vary depending on the stage of the project.



Chris Bersbach, MESM, Supervising Environmental Planner/Program Manager

As a Supervising Environmental Planner for Rincon’s Environmental Sciences and Planning group, Chris Bersbach manages and prepares CEQA and NEPA documentation in the California central coast region and oversees impact analysis, environmental regulation, and technical air quality, greenhouse gas emissions, and noise analyses for public agencies and private sector clients throughout California. Chris has over 15 years of experience, which includes a wide range of technical environmental and planning studies involving land and infrastructure development, urban redevelopment, general plans and specific plans, renewable energy facilities, landfills, waste and wastewater management facilities, and other long-range planning projects. Select project experience includes the Neighborhoods of Willow Creek and Hidden Canyon (Key Site 21) Subsequent EIR, the Arctic Cold Agricultural Freezing and Processing Facility EIR, CEQA and NEPA documentation for the Olive Mill and San Ysidro Roundabout projects in Santa Barbara and Montecito, the San Luis Ranch Specific Plan Project EIR for the City of San Luis Obispo, and the Olsen-South Chandler Ranch Specific Plan EIR for the City of Paso Robles. Mr. Bersbach recently managed preparation of the City of Morro Bay’s General Plan/Local Coastal Program Update and is currently managing preparation of the City of Pismo Beach’s General Plan Update PEIR.

Chris will be Rincon Consultants' Project Manager for the EIR portion of the project. Chris will devote approximately 255 hours, or 15 percent of his time, to the project over the course of the project. The majority of his time will be spent during the environmental review stage of the project.



Martha Miller, AICP

Principal and Owner, Miller Planning Associates LLC

Martha is a skilled land use planner and project manager specializing in community planning, development regulations, and community engagement. With 20 years of experience working in private firms and for public agencies, Martha brings an in-depth understanding of how to translate community vision into a usable set of plans, policies, and regulations that achieve results. Martha's approach is marked by carefully assessing each client's needs and resources, and bringing best practices from form-based, performance-based, and Euclidean applications.

Education

Master of City and Regional Planning
California Polytechnic University,
San Luis Obispo

Bachelor of Science in Industrial Engineering
Purdue University

Certifications & Affiliations

American Institute of Certified Planners

American Planning Association,
California Central Coast San Luis Obispo Subsection Director (2015 - 2017)

Cal Poly City and Regional Planning Advisory Council (CiRPAC), *Chair*

Previous Work Experience

Lisa Wise Consulting, Inc

RRM Design Group

Dyett & Bhatia, Urban and Regional Planners

San Luis Obispo County Department of Planning and Building

Relevant Project Experience

- San Leandro Objective Development Standards for Housing
- West Sacramento Zoning Ordinance Modernization Project (ZOMP!)
- Brentwood Zoning Code Update
- Hermosa Beach Zoning and Subdivision Ordinance Assessment and Update (ZONE IN Hermosa)
- Santa Barbara New Zoning Ordinance
- Norma Triangle (West Hollywood) Neighborhood Overlay District and Design Guidelines
- Goleta New Zoning Ordinance and Coastal Implementation Plan
- Hayward Industrial District Regulations Update
- Morro Bay Comprehensive Zoning Code and Coastal Implementation Plan Update
- Newark Comprehensive Zoning Ordinance Update
- Honolulu Transit Oriented Development Land Use Ordinance Amendments
- Tahoe Region Local Planning Implementation
- Town of Mammoth Lakes Commercial Districts Development Standards
- Placer County Area Plan and Implementing Ordinance
- Porterville Development Code Update
- Princeton (San Mateo County) General Plan, Zoning, and Local Coastal Plan Update (Plan Princeton)
- San Carlos Zoning Ordinance Update
- San Gabriel "Greening the Code" Zoning Amendments
- South San Francisco Zoning Ordinance Update



LYNETTE DIAS

P R E S I D E N T / P R I N C I P A L

EXPERIENCE

Lynette has over 30 years of planning experience working for both public agencies and private landowners and developers. Much of her work focuses on planning policy, community engagement, project entitlement strategy, and environmental review. Lynette has significant experience in developing and implementing entitlement strategies for many high-profile and complex urban projects, including many TOD and downtown projects, as well several significant redevelopment and public/private partnership projects. Preparing planning policy and assisting municipal governments in developing land and development regulations, managing projects, negotiating development agreements, and updating general plans, specific plans, and zoning codes are also strong practice areas for Lynette.

Lynette’s experience is uniquely balanced between project-specific implementation and longer-range policy planning. She is recognized by colleagues and clients for her strengths in working on complex projects, effectively presenting project information to a diverse audience, and identifying and solving project challenges related to implementation of and consistency with relevant planning policy and the associated entitlement process.

As Co-Chair of Urban Land Institute’s (ULI) Policy and Practice Committee, Lynette is leading several significant initiatives to identify and implement innovative solutions to the many challenges faced by the Bay Area region. One of these initiatives includes the development and piloting of an urban development training for public officials that ULI now offers across the US.

ENTITLEMENTS AND CONTRACT PLANNING OUTREACH EXPERIENCE

- 2100 Telegraph Avenue Entitlements Assistance for Lane Partners, Oakland
- MacArthur BART Transit Village PUD Contract Planning for the City of Oakland
- 500 Kirkham Street Entitlements Assistance for Panoramic Interests, Oakland
- Phoenix Supportive Housing Entitlements Assistance for Holliday Development, Oakland
- BART to Livermore Extension Project Assistance with Community Outreach for BART

CAREER

RRM Design Group	Principal
LSA Associates, Inc.	Principal/Associate
City of Saratoga	Planner
City of Campbell	Planner
RRM Design Group	Planner

EDUCATION

Bachelor of Science, City and Regional Planning, California Polytechnic State University



ARLY CASSIDY DOLBAKIAN

SENIOR PLANNER

EXPERIENCE

Arly has eight years of public sector planning experience and two years of private sector policy experience. She has managed zoning ordinance updates and controversial planning projects for both Emeryville and Portola Valley. Arly served as Associate Planner & Interim Planning Director at the Portola Valley Planning Commission, where she developed and implemented a new Accessory Dwelling Unit (ADU) policy, involving extensive public outreach and regular coordination with the Fire Marshal. At the City of Emeryville, Arly worked at the front counter, reviewed planning permits, and liaised with multiple committees.

As a Senior Policy Manager with Winsor Consult, she helped translate vague program outlines into detailed policy guidance that implemented government relief programs such as Covid rent and homeowner relief. She managed a team focused on escalations, onboarded and trained groups of 10-20 on program policy, and coordinated across teams to ensure policy consistency and program effectiveness. In her role as a Policy Consultant for the advocacy organization Walk San Francisco, Arly researched and wrote an Autonomous Vehicles policy advocating for pedestrian safety & thoughtful testing and deployment, as well as a Vision Zero best practices reference tool.

She is currently working on zoning updates in Foster City and Saratoga in parallel with their Housing Element updates, Portola Valley's Housing Element and Safety Element updates, and a CEQA Addendum to permit additional lab space at Gilead headquarters in Foster City.

PROJECT EXPERIENCE HIGHLIGHTS

- Zoning Updates in Parallel to Housing Element, Foster City, CA
- Safety Element, Portola Valley, CA
- Land Use and Open Space Elements, Saratoga, CA
- SEIR Addendum for a Large Office Complex, Foster City, CA
- Autonomous Vehicle Policy for Walk SF, San Francisco, CA*
- Accessory Dwelling Unit Ordinance, Portola Valley, CA*
- Bay Trail and East Span Bicycle Path alignment, Caltrans, Emeryville, CA*

CAREER

Winsor Consult Group
Walk San Francisco
Town of Portola Valley
Urban Planning Partners

Senior Planner
Policy Consultant
Associate Planner & Interim Planning Director
Senior Planner

EDUCATION

Master of Planning, Land Use and Sustainability, University of Southern California
Graduate Certificate in Sustainable Cities, University of Southern California
Bachelor of Arts, Italian Language and Literature, Mount Holyoke College

*Indicates work with previous employer



ALEXIA ROTBERG

ASSOCIATE PLANNER

EXPERIENCE

Alexia offers over five years of experience as an urban planning consultant, working on behalf of private-sector development clients to draft, submit, and process various land use entitlement, and site planning permits necessary to facilitate a variety of development projects. As part of this experience Alexia has worked closely with local government staff and elected officials to facilitate the processing and approval of development projects ranging from single-family residential homes to multi-phased mixed-use redevelopments. Alexia excels at collaborating with project members from diverse backgrounds and skillsets to accomplish common goals and deadlines. Presently, Alexia is working with the City of Newark as a contract planner reviewing a proposed mixed-use redevelopment in the City’s historic “Old Town” neighborhood, as well as with the City of Redwood City on a large-scale life sciences/research and development project. She is also co-managing the Alameda County Planning Collaborative, working with ABAG/MTC to facilitate monthly collaborative meetings for the jurisdictions in Alameda County and providing technical assistance, including support on the 6th cycle Housing Element update process.

PROJECT EXPERIENCE HIGHLIGHTS

- 6781 Thornton Avenue Mixed-Use Development Contract Planning, Newark, CA
- 1 Twin Dolphin Drive Life Sciences/ R&D Redevelopment Contract Planning, Redwood City CA
- Alameda County Housing Collaborative Technical Assistance, Alameda County, CA
- City of Saratoga 6th Cycle Housing Element Update, Saratoga, CA
- City of Antioch 6th Cycle Housing Element Update and EIR, Antioch, CA
- Town of Portola Valley Housing Element Update, Portola Valley, CA
- Midtown Tampa Mixed-Use Entitlement Planning, Tampa, FL*
- Citibank Corporate Headquarters, Campus Entitlements, Hillsborough County, FL*
- Lakeland Regional Hospital, Campus Expansion Entitlements, Lakeland, FL*
- Tampa International Airport, Real Estate and Planning Services, Tampa, FL*
- Airglades International Airport, Expansion Planning & Entitlements, Hendry County, FL*
- Port Tampa Bay, Southbay Expansion Entitlements, Hillsborough County, FL*

CAREER

InVictus Development, LLC
Stantec Consulting Services, Inc.
Tampa Hillsborough Economic Development Co.

Planning and Development
Project Planner
Intern

EDUCATION

Master of Arts, Urban and Regional Planning, University of South Florida
Bachelor of Arts, Economics, University of South Florida

* Indicates work experience with other firm



Richard C. Daulton, MURP

PRINCIPAL

Richard Daulton is a Principal in Rincon Consultants' Environmental Sciences, Planning, and Sustainability Group. He oversees planning and environmental projects throughout California, with a focus in the central coast region. He has 25 years of experience in the planning profession with an emphasis on environmental planning. His planning skills are supported by a strong background in technical environmental and economic analysis. He manages a range of CEQA and NEPA documentation projects and has successfully combined environmental analysis and planning techniques to guide agencies through complex studies and controversial programs, entitlement, and planning projects.

EDUCATION

MURP, Urban and Regional Planning, University of California, Irvine

BA, Economics, University of California, San Diego

AFFILIATIONS

38-Hour U.S. Army Corps of Engineers Wetland Delineation and Management Training Program

Architecture Foundation Award, University of California, Irvine Social Ecology Associates, 1997

Association of Environmental Professionals

PROJECT EXPERIENCE

Principal-In-Charge, County of Santa Barbara - Santa Ynez Valley Community Plan EIR, Santa Ynez

Mr. Daulton led the preparation of the EIR for the Santa Ynez Valley Community Plan (SYVCP) for the County of Santa Barbara. The SYVCP updated the Comprehensive Plan and provided policy direction for issues and development trends specific to the Plan Area, which consists of 3,901 parcels and an area of approximately 46,933 acres. The EIR analyzed the 20-year buildout and rezoning actions under the proposed Community Plan that would result in 936 new primary and secondary residential units, and 555,334 square feet (sf) of additional commercial development in the Plan Area. The SYVCP also included an Affordable Housing Overlay District (AHOD), which would be applied to four sites. In addition to the program-level analysis of the proposed SYVCP buildout, and analysis of the proposed rezoning actions and policies included in the SYVCP, the EIR also analyzed buildout of these four AHOD sites at a project-level of detail.

Project Manager/Principal-in-Charge, Santa Barbara County Association of Governments – 2004 and 2008 RTP EIRs, 2040 RTP/SCS EIR, and Fast Forward 2040 Santa Barbara County RTP and SCS Supplemental EIR, Santa Barbara County

Mr. Daulton managed preparation of two cycles of RTP EIRs and then directed the preparation of two cycles of RTP/SCS EIRs for Santa Barbara County Association of Governments. He was responsible for the overall oversight of the project and quality assurance/quality control on all four projects. Beginning with the 2004 RTP EIR, Rincon developed a unique method of both programmatically evaluating the plan, and screening the environmental impacts for each constrained transportation project included in the RTP project list. For the 2040 RTP/SCS, Rincon developed a methodology to evaluate impacts with respect to current and future baseline conditions in a manner that addressed multiple potential outcomes from pending case law. The Fast Forward 2040 RTP/SCS Supplemental EIR built on the previous EIR to address changes to both the transportation project list and SCS land use scenario as compared to the effects evaluated in the EIR for the previous RTP/SCS cycle. Mr. Daulton is currently overseeing preparation of the Connected 2050 RTP/SCS update.



Principal-in-Charge, County of Santa Barbara – Neighborhoods of Willow Creek and Hidden Canyon (Key Site 21) Subsequent EIR, Santa Barbara County

Mr. Daulton is currently overseeing preparation of a Subsequent EIR for the County of Santa Barbara to evaluate the proposed Neighborhoods of Willow Creek and Hidden Canyon (Key Site 21) Project. The project includes a Specific Plan, Comprehensive Plan Amendment, two Vesting Tentative Tract Maps, and Development Plan entitlements for two residential neighborhoods adjacent to the Rancho Maria Golf Course on 177 acres of Key Site 21 in the Orcutt Community Plan area. Rincon coordinated closely with County staff to develop and approach to the environmental analysis that relies on analysis in the previously prepared Orcutt Community Plan EIR, focusing updated analytical effort on environmental impacts that may be new or substantially more severe than analyzed in that existing EIR. As the site is undeveloped and includes habitat for special status species as well as steep slopes and agricultural resources adjacent to the existing Rancho Maria Golf Course, Rincon examined the potential effects the project would have on aesthetic and visual resources, biological resources, agricultural resources and land use compatibility, and geologic hazards. Other issues examined in the EIR included transportation, water resources, recreation, and noise.

Principal-in-Charge, County of Santa Barbara – Rancho La Laguna EIR, Santa Barbara County, CA (2014-2015)

Mr. Daulton oversaw preparation of the Rancho La Laguna Project EIR. The project included a Tentative Tract Map application to subdivide the 3,950-acre property into thirteen vineyard estate parcels from 160 acres to 605 acres, with each parcel including a designated residential building envelope. To support the EIR analysis Rincon's team of resource specialists peer-reviewed fourteen technical evaluations prepared by the applicant's consultant team. The findings of the applicant-prepared technical evaluations were incorporated into Rincon's independent evaluation of the project's potential effects on visual, agricultural, biological, cultural, and water resources.

Principal-In-Charge, City of Lompoc - General Plan Update and EIR, Lompoc

The General Plan Land Use Element and Circulation Element Updates focused on the implementation of programs from the Housing Element Update to satisfy State affordable housing standards and on the potential physical expansion of the city in four locations. A Program EIR was prepared to evaluate the intensification of residential development in the city as a result of implementation of these programs. Following completion of the Land Use Element, Circulation Element, and Housing Element Updates and Program EIR, Rincon updated the remaining General Plan Elements, including Conservation and Open Space, Noise, Safety, Parks and Recreation, Public Services, and Urban Design, and prepared a Supplemental EIR. Rincon also completed an update to the city's Housing Element, which contained an updated Housing Plan, Community Profile, Needs Assessment, and Housing Constraints Analysis.

Principal-In-Charge, City of Pismo Beach - Programmatic EIR for the General Plan Update, Local Coastal Plan Update, and Corresponding Update of the Zoning Code, Pismo Beach

Mr. Daulton is leading the preparation of the General Plan/Local Coastal Program (LCP) Programmatic EIR (PEIR). The PEIR provides a clear, concise overview of the programmatic nature of impacts associated with implementation of the General Plan. The PEIR is structured to meet the requirements of the California Environmental Quality Act (CEQA) and to streamline future City consideration of development and public works projects consistent with the General Plan, when possible. Rincon is closely coordinating with the City throughout the preparation of the General Plan Update to develop policies to integrate into the Draft General Plan that "self-mitigate" potential environmental impacts to the maximum extent feasible.

Principal-In-Charge, General Plan/LCP Update, ESHA, and EIR, Morro Bay

Rincon was part of the multidisciplinary consultant team preparing the City of Morro Bay's General Plan, Local Coastal Program, and Zoning Ordinance Updates and associated EIR. Rincon evaluated the current extent and locations of Environmentally Sensitive Habitat Area resources within the City's Coastal Zone to assist the City in updating its Local Coastal Program, obtained mapping approval by the California Coastal Commission, and provided updated maps of potential Environmentally Sensitive Habitat Area under current conditions. Rincon also prepared Community Baseline Assessment Report analyses for noise, air quality, greenhouse gas emissions, and natural resources to identify the current environmental conditions in Morro Bay to inform the analysis of the General Plan, Local Coastal Program, and Zoning Ordinance Updates in the EIR, and prepared the Noise Element for the updated General Plan.





Lilly Rudolph, AICP

Senior Program Manager

Ms. Rudolph is responsible for managing current planning assignments and long-range planning documents for municipal planning agencies. Over her career in planning, community development, and economic development, Ms. Rudolph has developed a broad background of technical experience ranging from preparing general plan updates and overseeing outreach strategies to processing entitlements for public infrastructure, residential, commercial, agricultural, and industrial development. She has prepared and/or managed general plan updates, design guidelines, specific plans, historic resource surveys, and ordinances and is experienced in the preparation and management of CEQA documents for plan areas and development projects. She was previously a planner in the Santa Barbara County Long Range Planning and Development Review Divisions

EDUCATION

MPA, Baruch College, City University of New York

BA, International Relations, University of California, Davis

CERTIFICATIONS/REGISTRATIONS

American Planning Association, American Institute of Certified Planners (no. 023166)

AFFILIATIONS

Central Coast Section of the California Chapter of the American Planning Association Board member (2011 – 2018, 2020 – present)

2019 American Planning Association California Chapter Conference Mobile Workshop Chair

Leadership Ventura (2013-2014)

SELECT PROJECT EXPERIENCE

Project Manager/Contract Planner, City of Ventura – Olivas Park Specific Plan, Ventura

Ms. Rudolph was the project manager for the Olivas Park Specific Plan and associated a mitigated negative declaration. The Olivas Park Specific Plan is intended to allow construction of a roadway connection to a currently inaccessible area, construction of a new levee to protect existing and future development, and facilitation of logical commercial and industrial development that is compatible with the adjacent Ventura Auto Center. Ms. Rudolph oversaw the preparation of an Environmental Impact Report Addendum includes analysis for a revised levee design and a zone change to remove a floodplain overlay zone in the project area.

Project Manager/Contract Planner, City of Ventura – Auto Center Specific Plan Amendment, Ventura

Ms. Rudolph was the project manager and contract planner for the Auto Center Specific Plan amendment and associated a mitigated negative declaration. The project involved amending a specific plan that was originally adopted in 1987 to dedicate a region that would be strictly for automobile sales uses. The amendment increased the size of the specific plan area and amended sign regulations, decision making authority, allowed uses, lighting standards, and the circulation plan. The project implemented the City's Economic Development Strategy goal to improve Auto Center accessibility, visibility, and circulation. The primary intent of the specific plan amendment was to construct new signage throughout the specific plan area, including a new multiple-user electronic reader-board sign. The City and the property owner entered into a sign agreement to control the content of the sign and to dedicate usage to City public service announcements. The project review process involved a public workshop with the adjacent residential neighborhood. Ms. Rudolph oversaw the preparation of the mitigated negative declaration, which analyzed potential impacts related to aesthetics and cultural resources and included photo simulations of the reader-board sign.

Project Manager, City of Simi Valley – City of Simi Valley Sixth Cycle Housing Element Update, Simi Valley

Ms. Rudolph is currently serving as the Project Manager for the Simi Valley Housing Element Update. The project will update the City's Housing Element to comply with state law. Ms. Rudolph worked closely with the City to identify sites



suitable for future residential development, including sites that have been rezoned to accommodate higher densities, and developed policies and programs that can be implemented to support future development and are consistent with recent housing legislation.

Project Manager, City of Ventura (subconsultant to Nelson\Nygaard) – Active Transportation and Mobility Plan, Ventura

In collaboration with the City of Ventura, Nelson\Nygaard, Chen Ryan, and other consultants, Ms. Rudolph is overseeing Rincon's role in the City of Ventura Active Transportation and Mobility Plan. Rincon is responsible for preparation of exemption for the Active Transportation Plan pursuant to Section 21080.20 of the Public Resources Code (PRC), which codifies Senate Bill 288. Rincon is also preparing a preliminary assessment of subsequent CEQA documentation needed for up to ten projects listed in the Active Transportation and Mobility Plan.

Project Manager, City of Ventura – Economic Development Strategy, Ventura

As a senior planner in the City of Ventura Community Development Department, Ms. Rudolph prepared the City's 2013 Economic Development Strategy. The Economic Development Strategy involved extensive collaboration with members of the City Council Economic Development Ad Hoc Committee, the local business community and industry groups, economists, and residents. The Economic Development Strategy and looks beyond the "traditional" strategies formerly employed by economic development agencies and instead focuses on new and innovative strategies focused on partnerships and collaboration and targeted infrastructure investments.

Project Manager, City of Ventura – City of Ventura Victoria Corridor Plan and Development Code, Ventura

Ms. Rudolph was the project manager for the Victoria Avenue Corridor Plan and Development Code. She wrote smart growth policy language and prepared a form-based development code to implement the City's vision to transform the corridor into a pedestrian-friendly, mixed-use thoroughfare. The Corridor Plan echoes the City's 2005 General Plan's "historic commitment to Smart Growth", reflecting the City's emphasis on infill development, expanded transportation options, economic opportunity, convenience, and activity created through mixing land uses. Ms. Rudolph managed the preparation of a mitigated negative declaration and presented the project to the Design Review Committee, Planning Commission, and City Council. The City adopted the Plan in April 2009.

Project Planner, County of Santa Barbara – Old Town Orcutt Revitalization Plan County of Santa Barbara County Executive Office, Santa Barbara

Ms. Rudolph was a project planner for the Old Town Orcutt Revitalization Plan. In this role, she wrote pedestrian-oriented, human-scale streetscape policies and design guidelines that were ultimately incorporated into the plan. She built community support for the controversial project at town hall meetings, workshops, and individual meetings and also met with residents who were opposed to the project. Through this outreach effort, the County of Santa Barbara revised the plan to accommodate the needs of Old Town Orcutt residents. She also collaborated with community organizations and County departments to ensure feasibility and received input and feedback from decision makers in developing the plan.





Chris Bersbach, MESM

Supervising Environmental Planner/Program Manager

Mr. Bersbach manages and prepares CEQA and NEPA documentation in the California central coast region and technical air quality, greenhouse gas emissions, and noise analyses for public agencies and private sector clients throughout California. He has 15 years of planning experience with an emphasis on environmental planning and technical environmental analysis. His experience includes a wide range of technical environmental and planning studies, including land and infrastructure development projects, urban redevelopment projects, general plans and specific plans, solar power facilities and other energy projects, waste and wastewater management facilities, and other long-range planning projects.

EDUCATION

MESM, Conservation Planning;
 Bren School of Environmental
 Science & Management,
 University of California, Santa
 Barbara

BA, Psychology; Brandeis
 University

SELECT PROJECT EXPERIENCE

Project Manager, City of Morro Bay – Morro Bay General Plan and Local Coastal Program Update and EIR, Morro Bay, CA (2015-2021)

Mr. Bersbach managed the Program EIR and Community Baseline Assessment Report analyses for noise, air quality, greenhouse gas emissions, and natural resources on behalf of the multidisciplinary consultant team hired to lead the City's General Plan, Local Coastal Program, and Zoning Ordinance Updates as an extension of City staff.

In cooperation with City staff and Michael Baker International, Rincon evaluated the current extent and locations of Environmentally Sensitive Habitat Area resources within the City's Coastal Zone to assist the City in updating its Local Coastal Program, obtained mapping approval by the California Coastal Commission, and provided updated maps of potential Environmentally Sensitive Habitat Area under current conditions. The Community Baseline Assessment Report informed the baseline environmental conditions in the City to support the analysis of the General Plan and Local Coastal Updates. As part of this effort, Rincon also prepared the Noise Element for the General Plan/LCP Update.

Rincon completed the Program EIR for the General Plan/LCP Update, which established the cumulative, growth-inducing, unavoidable, and irreversible significant effects framework for consideration of the environmental impacts of subsequent development projects. Key issue areas examined by Rincon staff for the Program EIR included aesthetics, biological resources, cultural and archaeological resources, greenhouse gas emissions, land use and planning, noise, and transportation. The City certified the Program EIR and adopted the General Plan/LCP Update in spring 2021.

Project Manager, City of Pismo Beach – Pismo Beach General Plan and Local Coastal Plan (GP/LCP) Update Program EIR, San Luis Obispo County

Mr. Bersbach is currently managing the City of Pismo Beach's General Plan and Local Coastal Plan Update Program EIR. The GP/LCP Update is an update of the City's 1992 General Plan and LCP and presents the community's vision for Pismo Beach through the year 2040. The GP/LCP Update includes updates to the Land Use, Safety, Conservation and Open Space, Noise, Facilities, and Parks, Recreation, and Access Elements of the City's GP/LCP. The GP/LCP Update will also protect the coastal system and natural habitats in balance with Pismo Beach's desire to be developed as a well-rounded mixed-use community. Rincon is responsible for the General Plan and Local Coastal Plan Update Program EIR which will establish the cumulative, growth-inducing, unavoidable, and irreversible significant effects framework for consideration of the environmental impacts of subsequent development projects.



Key issue areas being evaluated by Rincon staff for the EIR include aesthetics, air quality biological resources, cultural and archaeological resources, energy, hydrology and water quality, geology and soils, land use and planning, population and housing transportation, utility and service systems, and wildfire.

Project Manager, County of Santa Barbara – Neighborhoods of Willow Creek and Hidden Canyon (Key Site 21) Subsequent EIR, Santa Barbara County, CA (2018-Present)

Mr. Bersbach is currently managing preparation of a Subsequent EIR for the County of Santa Barbara to evaluate the proposed Neighborhoods of Willow Creek and Hidden Canyon (Key Site 21) Project. The project includes a Specific Plan, Comprehensive Plan Amendment, two Vesting Tentative Tract Maps, and Development Plan entitlements for two residential neighborhoods adjacent to the Rancho Maria Golf Course on 177 acres of Key Site 21 in the Orcutt Community Plan area. Rincon coordinated closely with County staff to develop and approach to the environmental analysis that relies on analysis in the previously prepared Orcutt Community Plan EIR, focusing updated analytical effort on environmental impacts that may be new or substantially more severe than analyzed in that existing EIR. As the site is undeveloped and includes habitat for special status species, former grazing land, and steep slopes, Rincon examined the potential effects the project would have on agricultural resources, aesthetics, biological resources, and geologic hazards. Other issues examined in the EIR included transportation, water resources, recreation, and noise.

Project Manager, City of San Luis Obispo – San Luis Ranch Specific Plan Project EIR, San Luis Obispo, CA (2014-2017)

Mr. Bersbach served as project manager for the EIR for the San Luis Ranch Project on behalf of the City of San Luis Obispo. The 131-acre project site represented a key development area for the City, identified in the Land Use and Circulation Element Update. The proposed project included a Specific Plan, General Plan Amendment, and Development Plan for a 131-acre project site, including annexation of the site into the City of San Luis Obispo. This Specific Plan included a mixture of residential, commercial, office, and hotel uses, with a portion of the site preserved for agriculture and open space uses. Our EIR approach on this project was a unique hybrid of programmatic and project-specific elements developed in close coordination with City staff to address both the specific impacts of the proposed development, and the long-term impacts of buildout within the Specific Plan area.

The Specific Plan area is located in the San Luis Obispo Airport Land Use Plan Airport Overlay Zone and was subject to potential limitations on development density. The EIR included a detailed analysis of the following environmental issue areas: agricultural resources, air quality, biological and cultural resources, greenhouse gas emissions, energy, hydrology and flooding, land use compatibility, noise, and transportation and circulation, including impacts to U.S. 101. The EIR was certified, and the project approved in July 2017.

Project Manager, Santa Barbara County (subconsultant to TYLin) – San Ysidro Road/North Jameson Lane/U.S. 101 Roundabout Project; Caltrans NEPA Environmental Technical Studies and CEQA Analysis, Santa Barbara County, CA (2017-2021)

Mr. Bersbach served as the environmental Project Manager for the preparation of technical studies and an EIR Addendum for the San Ysidro Road/North Jameson Lane/U.S. 101 Roundabout Project. Rincon worked with County of Santa Barbara, City of Santa Barbara, Caltrans staff, and the engineering consultant, TY Lin, to prepare environmental technical studies in conformance with Caltrans' SER for each roundabout, including Natural Environment Study-Minimal Impact (NES-MI) reports, Archaeological Survey Reports (ASR), Historic Resources Evaluation Reports (HRER), Historic Property Survey Reports (HPSR), Initial Site Assessments (ISA), Noise Studies, Air Quality and GHG analyses, Community Impact Analyses (CIA), Visual Impact Analyses (VIA) and Water Quality Reports.

Project Manager, County of Santa Barbara – U.S. 101/Clark Avenue Interchange Improvements Project PEAR, Santa Barbara County (2012-2014)

Mr. Bersbach oversaw preparation of a Preliminary Environmental Analysis Report (PEAR) in accordance with the Caltrans PEAR Manual, in support of a PSR for the Clark Avenue Northbound Ramps at U.S. Highway 101 Interchange Improvements Project. The project proposes to construct a new wide diamond configuration of the Highway 101 northbound on- and off-ramps and signalize the intersection with Clark Avenue. The PEAR was used to document the issues that are anticipated to be addressed in the NEPA and CEQA documentation and the assumptions that were used to anticipate those issues.



5

REQUIRED TASKS + DELIVERABLES

SCOPE OF WORK

The task-by-task descriptions that follow present our approach to technical review and analysis, strategy development, public outreach, drafting amendments, and preparation of the final Zoning Ordinance Amendments. Miller Planning Associates will lead all aspects of the project, and will have primary responsibility for products. Throughout the scope of work presented below, initials in parentheses identify the firms with primary involvement in each subtask. However, it is important to note that as a cohesive team, members from each firm will be involved in each task and subtask of the project.

- MPA: Miller Planning Associates
- UPP: Urban Planning Partners
- RC: Rincon Consultants
- F&P: Fehr & Peers

TASK 0 PROJECT MANAGEMENT

0.1 Project Status Meetings (Project Team)

Meet on a bi-weekly basis in-person, by phone, or virtually. The purpose of these meetings is to briefly update County staff on the status of the project. The consultant team will prepare agendas and minutes for each meeting and distribute them to the Project Team.

0.2 Schedule Management (MPA)

Throughout the project, the consultant team will meet the project schedule approved in the final contract and communicate any possible subsequent changes to the project timeline to the County project manager.

Meetings: *Bi-weekly Status Meetings*

Products: *Meeting Agenda and Minutes
Project Schedule*

TASK 1 KICK OFF MEETING AND TECHNICAL REVIEW

1.1 Kick-off Meeting (Project Team)

Coordinate and conduct a virtual project kickoff meeting within 10 working days of authorization to commence work. The kick-off meeting will allow the Project Team to review the project objectives and scope of work, discuss available background information and the

public outreach process, establish communication and document review protocols, and review the project schedule. To prepare for the kick-off meeting, the consultant team will review relevant portions of applicable County and State documents and data, including, but not limited to, the following:

- Land Use and Development Code
- Montecito Land Use and Development Code
- Article II Coastal Zoning Ordinance
- Community and Area Plans
- Comprehensive Plan Elements
- Environmental Thresholds and Guidelines Manual
- Guidelines for the Implementation of CEQA
- State CEQA Guidelines
- P&D Standard Conditions and Mitigation Measures

1.2 Technical Review (Project Team)

The project team will conduct technical analysis and evaluation of applicable ordinances, plans, and policy documents, including, but not limited to, those listed in Task 1.1 above. During this task, the project team will conduct additional meetings with staff to further understand specific issues, County policies and regulations, and opportunities and issues relating to the project.

Meetings: Kickoff Meeting (virtual)

Products: Meeting Agenda
List of Information Needs

TASK 2 PUBLIC OUTREACH

2.1 Public Outreach Program (MPA and UPP)

Prepare a Public Outreach Program for the project using the components identified in this Scope of Work. The Public Outreach Program will outline all public meetings, study sessions, subject matter expert meetings, and other outreach tools to be used throughout the project. The outreach activities identified in this Scope of Work are a first cut, based on our initial understanding of the project needs and objectives. We will work with County staff to structure a diverse and multi-faceted public process allowing the public, subject matter experts, decisionmakers, and others to provide input into the project and review and comment on the amendments as they are being formulated. All outreach material will be prepared in English and Spanish.

2.2 Subject Matter Expert Interviews (Project Team)

Prepare for and participate in meetings and interviews with County staff, County officials, decisionmakers, industry representatives, review boards, and others familiar with the issues surrounding and regulations applicable to the project areas. County staff will be responsible for identifying and coordinating interviews and meetings. In addition to up to two days of in-person meetings, meetings and interviews may be held via Zoom or other on-line platform. Issues identified by subject matter experts will be classified and sorted to identify common themes and shared concerns. A summary of the input received will be included in the Issues and Options Paper prepared in Task 3.

2.3 Workshops/Study Sessions (MPA and UPP)

Conduct a series of workshops/study sessions at key stages throughout the process to provide opportunities for public education and informal comment on choices being considered. Each series is anticipated to include workshops/study sessions with up to five different audiences. Individual audiences may include the general public, AAC, APAC, boards of architectural review, Planning Commission(s), Board of Supervisors, or other. Digital tools, such as webcasting, surveys, polling, and visualizations may be used to supplement workshops and study sessions. Techniques will also be tailored to different groups as necessary depending on the topic area for discussion. Series of workshops/study sessions are anticipated to be held in at three key project stages described below:

- **Project Initiation Workshop/Study Session Series:** A project introduction workshop/study session series will be held to introduce the project and the project team, present the process, discuss the project context, and get initial project input.
- **Issues/Options Workshops/Study Session Series:** An issues and options workshop/study session series will be held to present the findings of the technical review and analysis of the project components conducted in Task 3.1 Issues/Options Evaluation. The workshop/study session series will discuss major issues of the current regulations and recommendations for approaches to address the issues.
- **Draft Zoning Ordinance Amendments Workshop/Study Session Series:** A Draft Zoning Ordinance Amendments workshop/study session series will be held to review and get input on the Draft Zoning Ordinance Amendments prepared in Task 3.3.

Each workshop/study session series is anticipated to include activities tailored to the intended audience and the following:

- Opportunities for both spoken and written comments. Not all attendees are comfortable with public speaking even at a virtual event. We provide options for verbal and written comments submitted by mail or email.

- Outreach to non-English-speaking community members. Options include posting bilingual notices and ensuring that Spanish language translation and materials available at workshops.
- Posting of all meetings for future viewing.
- Posting of virtual meetings to capture comments from the public.
- Promotion, including news releases to local television, print and radio outlets as well as promotion via social media, the project website and through other agencies.

The consultant team will prepare or provided needed content and support to County staff to prepare, outreach materials, presentation materials, notices, and staff reports using County-approved templates and pursuant to County standards.

2.4 Project Website and Social Media (MPA and UPP)

A project website and social media are effective and efficient ways to provide access to project materials and information. MPA and UPP will assist the County in developing a project website or utilizing the County’s existing website. Throughout the project, MPA and UPP will provide periodic updates, outreach materials, informational text, and graphics for County staff to post on the webpage and social media sites.

2.5 Outreach Toolkits (MPA and UPP)

In order to engage those who do not otherwise come to public workshops, it can be effective to meet with a variety of community groups, associations and individual citizens in a variety of settings, such as regular meetings of community organizations or at a gathering of interested neighbors. The consultant team will prepare “toolkits” of materials, based on workshop materials and project information developed for other aspects of the project, to conduct project briefings to these types of groups throughout the project. Staff will organize and conduct the briefings.

2.6 Collateral Development (MPA and UPP)

Bilingual collateral materials such as fact sheets and newsletters will be developed to provide brief information about the process and promote upcoming workshops, meetings and engagement opportunities.

Meetings: *Subject Matter Expert Interviews*
Workshops/Study Sessions (Three series of up to five events each series)

Products: *Public Outreach Program*
Workshop/Study Session Materials
Project Website Assistance
Outreach Toolkits
Project Collateral

TASK 3 DRAFT ZONING ORDINANCE AMENDMENTS

3.1 Issues and Options Evaluation (MPA lead, team support)

Based on technical review of the County’s current regulations and regulatory framework, the Housing Element Update, staff input, subject matter expert interviews (Task 2), Project Initiation Workshop/Study Session Series feedback (Task 2), and other input, prepare an Issues and Options Paper that highlights the goals and objectives of the project, assesses the strengths and weaknesses of the existing regulations, and identifies issues to be addressed and presents options and best practice recommendations for addressing identified issues related to:

- Sign regulations
- SC Zone
- Residential allowances in commercial zones
- DR and PRD development standards incentivizing very low and low income housing
- Outdoor lighting standards
- Permit requirements

3.2 Zoning Ordinance Amendments Approach Memo (MPA lead, team support)

Based on comments on the Issues and Options Paper and other input gathered through the Issues/Options Workshop/Study Session Series (Task 2), prepare a memo summarizing the approach to the Zoning Ordinance Amendments for each component of the project. The Approach Memo will provide the recommended approach for amendments for each topic area of the project and identify which areas of the Land Use and Development Code and other County regulatory documents will be affected. The project team will work with staff to identify areas that require differing and specific regulations and determine the appropriate approach to best fit with the County’s complex regulatory framework.

3.3 Board of Supervisors Meeting (MPA)

Attend, prepare materials for, and make a formal presentation at a Board of Supervisors hearing to summarize the approach to the Zoning Ordinance Amendments to solicit input and reach agreement on the approach to moving forward with the Zoning Ordinance Amendments.

3.4 Draft Zoning Ordinance Amendments (MPA lead, team support)

Based on the Zoning Ordinance Amendments Approach Memo and input received to date, prepare a set of Draft Zoning Ordinance Amendments for the following:

- Comprehensive update of the County’s sign regulations to address limitations and challenges with the existing regulations that compromise the quality of design, efficacy of signage, and other issues.
- Rezoning or substantial revision of the SC Zone to update and modernize the regulations to accommodate suitable development and uses.
- Residential mixed-use allowances in commercial zones to address the need for housing options in urban, jobs-rich areas revealed through work on the Housing Element Update.
- Revised DR and PRD development standards (e.g., parking standards) to allow higher densities and incentivize residential development for very low and low income categories.
- Countywide outdoor lighting standards to standardize lighting standards and address light pollution, energy efficiency, site security, community character, and mitigate potential aesthetic and visual impacts.
- Relaxation of permit requirements for certain uses/development, requiring ministerial review rather than discretionary, where appropriate.

Prepare a draft of the Draft Zoning Ordinance Amendments for staff review, and revise, based on staff comments.

Meetings: Board of Supervisors (1)

Products: Issues and Options Paper

Zoning Ordinance Amendments Approach Memo

Draft Zoning Ordinance Amendments

TASK 4 ENVIRONMENTAL REVIEW

This task involves the preparation of the appropriate environmental review documentation for the proposed project in accordance with CEQA. The scope conservatively assumes the project will require an EIR. However, if after the preparation of the draft Zoning Amendments, it is determined that an EIR is not warranted, then a Negative Declaration may be prepared and the budget estimate could be reduced.

4.1 EIR Project Description (RC lead, team support)

Once the project details have been refined such that the CEQA process is ready to begin, Rincon Consultants will meet with the consultant team and County staff to confirm the environmental review strategy and timeline and collect any relevant studies and information not already transmitted.

Rincon will prepare a preliminary EIR Project Description based on the Zoning Ordinance Amendments Approach Memo and Draft Zoning Ordinance Amendments developed in Task 3. The EIR Project Description will establish the framework upon which the environmental document will be based. As required by CEQA, the Project Description will describe: (1) the project's affected locations and characteristics; (2) lead, responsible, and trustee agencies; (3) required approvals; and (4) project characteristics with potential environmental impacts. The Project Description will be based on estimated development potential and assumptions regarding "buildout;" we assume these will be provided by the County.

4.2 Initial Study and Notice of Preparation (RC)

The Rincon team will prepare an Initial Study designed to "scope out" certain environmental resource topics that are likely to be determined to have no impact or not relevant to the County. This scope assumes two rounds of review on the Initial Study prior to releasing the public draft.

Rincon will prepare a draft Notice of Preparation (NOP) for County staff to review. The NOP is intended to alert other public agencies about the undertaking, and to solicit their input on the scope of the Draft EIR. Rincon will upload the NOP to the State Clearinghouse/Office of Planning and Research and file the NOP with the County Clerk. Rincon will submit a final PDF copy of the NOP to County staff for posting on its website and for distribution to public agencies, newspaper ad placement, and other distribution in accordance with County procedures.

4.3 Scoping Meeting (RC)

During the 30-day scoping period, Rincon will develop presentation material for a virtual EIR scoping meeting to provide the community an opportunity to provide input on the EIR work scope (issues of concern, alternatives, etc.). Rincon will make a brief presentation on both the environmental review process, then record all public comments received. These comments will be summarized in a memorandum to be included as an EIR appendix.

4.4 Transportation Study (F&P)

Fehr & Peers will conduct a VMT analysis and traffic operations analysis of the proposed Zoning Amendments, including the following:

- **VMT Analysis.** Fehr & Peers will analyze VMT based on the methodologies and transportation impact thresholds contained in the County's Environmental Thresholds and Guidelines Manual. The most recent travel demand forecasting model developed by the Santa Barbara County Association of Governments (SBCAG) as part of the Connected 2050 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) will be used for the VMT analysis. Fehr & Peers will incorporate the proposed zoning changes into the SBCAG RTP/SCS travel demand model to analyze the VMT impacts.

- **Traffic Operations Analysis.** Fehr & Peers will collect daily traffic counts for up to 30 roadway segments and 10 intersections. We will develop daily traffic volume forecasts for the study roadway segments and intersections in the County using the outputs from the SBCAG RTP/SCS model. We will compare the roadway daily traffic volumes and the intersection LOS results to the County’s criteria for LOS C operations. The results of the operational analysis will be reported in a technical memorandum.

Fehr & Peers will support the transportation related analysis throughout the remainder of the environmental review process, including analyzing VMT for up to five project alternatives, as well as attending up to two public hearings.

4.5 Administrative Draft EIR (RC)

Rincon will prepare an Administrative Draft EIR (ADEIR) in compliance with CEQA requirements using information gathered as part of the zoning ordinance amendments planning phases and comments received during the scoping period, as well as information from other recent CEQA documents. The ADEIR will include the following sections:

- Executive Summary
- Introduction and Environmental Setting
- Environmental Impact Analysis
- Other CEQA-Required Sections
- Alternatives

This scope of work assumes two rounds of County staff review of the ADEIR.

4.6 Public Review Draft EIR (RC)

Once the County approves the final ADEIR, Rincon will prepare the Public Draft EIR (DEIR), the Notice of Completion (NOC) and Notice of Availability (NOA) for public circulation and distribute the required copies to the State Clearinghouse. Rincon will also file the NOA with the County Clerk. It is assumed that County staff will distribute the NOA to responsible agencies, and interested agencies, organizations, and persons. It is also assumed that the County will be responsible for required newspaper ads and other public noticing of the document’s availability, such as radius label mailing or onsite posting.

4.7 Response to Comments/Final EIR (RC)

The Final EIR (FEIR) will be completed after the review period has closed and all comments submitted during that period have been received. The FEIR will include corrections to the Draft EIR (if warranted), comments received, and responses. It will also include a Mitigation Monitoring and Reporting Plan (MMRP). Rincon will prepare a Screen Check Final EIR for County staff review and confirmation followed by a FEIR after incorporating comments from

County staff on the Administrative Draft Final EIR. The subtasks involved in the preparation of the Final EIR are summarized below.

- **Draft Responses to Comments.** Rincon will prepare draft response to comments, based on a review of the comment letters received and coordination with County staff and legal counsel to discuss the comments received and proposed responses.
- **Findings/Statement of Overriding Considerations.** Rincon will prepare the CEQA findings for the project. The findings will include information related to whether the significant impacts identified in the EIR will be reduced to below a level of significance by mitigation measures identified in the EIR. In addition, the findings will discuss the reasoning for ultimately rejecting the project alternatives. If a significant and unavoidable impact is identified in the EIR, Rincon will prepare the Statement of Overriding Considerations.
- **Final EIR Publication.** Subsequent to County staff approval of the draft Responses to Comments, MMRP, Findings, and Statement of Overriding Considerations (if required), Rincon will produce the Final EIR. Upon County approval of the Administrative Final EIR, we will publish the Final EIR, which will be used in the adoption hearings.
- **Notice of Determination.** Rincon will assist in the preparation and filing of the Notice of Determination. Upon FEIR certification and approval of the zoning ordinance amendments, Rincon will submit the draft Notice of Determination (NOD) to County staff for delivery to the County Clerk and/or State Clearinghouse. We have assumed the County will file the NOD and will pay the applicable filing fees.

Meetings: *Environmental Review Strategy Meeting
EIR Scoping Meeting*

Products: *Notice of Preparation
Administrative Draft EIR
Draft EIR, Notice of Completion, Notice of Availability
Final EIR, Response to Comments, Findings/Statement of Overriding
Considerations, Notice of Determination*

TASK 5 PUBLIC REVIEW AND ADOPTION; FINAL ZONING ORDINANCE AMENDMENTS

5.1 Public Hearing Draft (MPA lead, UPP support)

Revise the Draft Zoning Ordinance Amendments based on comments and feedback received through the Draft Zoning Ordinance Amendment Workshop/Study Session Series (Task 2) and prepare a Public Hearing Draft Zoning Ordinance Amendments for consideration by the County Planning Commission and Montecito Planning Commission.

5.2 Planning Commission Hearings (MPA and RC)

Attend, prepare materials for, and make formal presentations at up to four Planning Commission (County Planning Commission and Montecito Planning Commission) hearings to support adoption of the Zoning Ordinance Amendments and certification of the EIR.

5.3 Adoption Draft Zoning Ordinance Amendments (MPA lead, UPP support)

Revise the Public Hearing Draft Zoning Ordinance Amendments based on the recommendations of the Planning Commission hearings and prepare a Adoption Draft Zoning Ordinance Amendments for consideration by the Board of Supervisors.

5.4 Board of Supervisors Hearings (MPA and RC)

Attend, prepare materials for, and make formal presentations at up to two Board of Supervisors hearings to support adoption of the Zoning Ordinance Amendments and certification of the EIR.

5.5 Final Zoning Ordinance Amendments (MPA lead, UPP support)

Based on Board of Supervisors action and final text changes provided by County staff, prepare the final Zoning Ordinance Amendments.

5.6 Coastal Commission Certification Assistance (MPA lead, team support)

Provide assistance to County staff with certain tasks associated with the Coastal Commission certification process for the Local Coastal Program Amendment required for the project.

Meetings: *Planning Commission Hearings (4)*
Board of Supervisors Hearing (2)

Products: *Public Hearing Materials*
Public Hearing Draft Zoning Ordinance Amendments
Adoption Draft Zoning Ordinance Amendments
Final Zoning Ordinance Amendments



COST PROPOSAL

COST PROPOSAL

Based on our understanding of the RFP and the County's needs, we propose a budget of \$1,003,113 for the work related to the Zoning Ordinance Amendments. This is a guaranteed maximum fee and includes all items in the scope of work and all members of the consulting team. The table on the following page explains the proposed budget in detail with hours and budget by person by task. The table on the following page also includes a 10% contingency (\$100,311), which would only be released if the consultant team performs functions or carries out unanticipated work that is requested by the County and is within the contracted scope of work. The total base budget plus contingency is \$1,103,424.

The budget includes all personnel, meeting, direct costs, and delivery of products identified in the scope of work. We offer our flexibility to the County regarding the scope and the budget, and are willing to discuss this with County staff to see how these could be altered to better fit the County's needs or any budget constraints.

BUDGET ASSUMPTIONS

The budget is based on the following assumptions:

- **Documents and GIS Data.** We assume the County will provide relevant planning and zoning materials and ordinances, any uncodified ordinances related to the Zoning Ordinance, and any pertinent reports, as well as GIS files of parcel data and zoning, land use, and other pertinent maps.
- **Meeting Attendance.** The project budget includes attendance at meetings/workshops identified in the scope of work. The costs of additional meeting attendance would be on a time and materials basis if requested. Teleconferences and meetings with staff will be held as needed throughout the project and are included in the project budget.
- **Consolidated Comments and Direction.** County staff will provide a single set of nonconflicting, consolidated comments on the review drafts of all documents.
- **Electronic Documents.** We will provide digital files of documents in MS Word and web-ready PDF format. County staff will be responsible for printing and distribution of copies of reports and draft and final documents and the printing of all meeting notice materials.
- **Additional Services.** Additional services beyond those identified in the scope of services will be provided at the market billing rates of the firm at the time the additional services are requested.

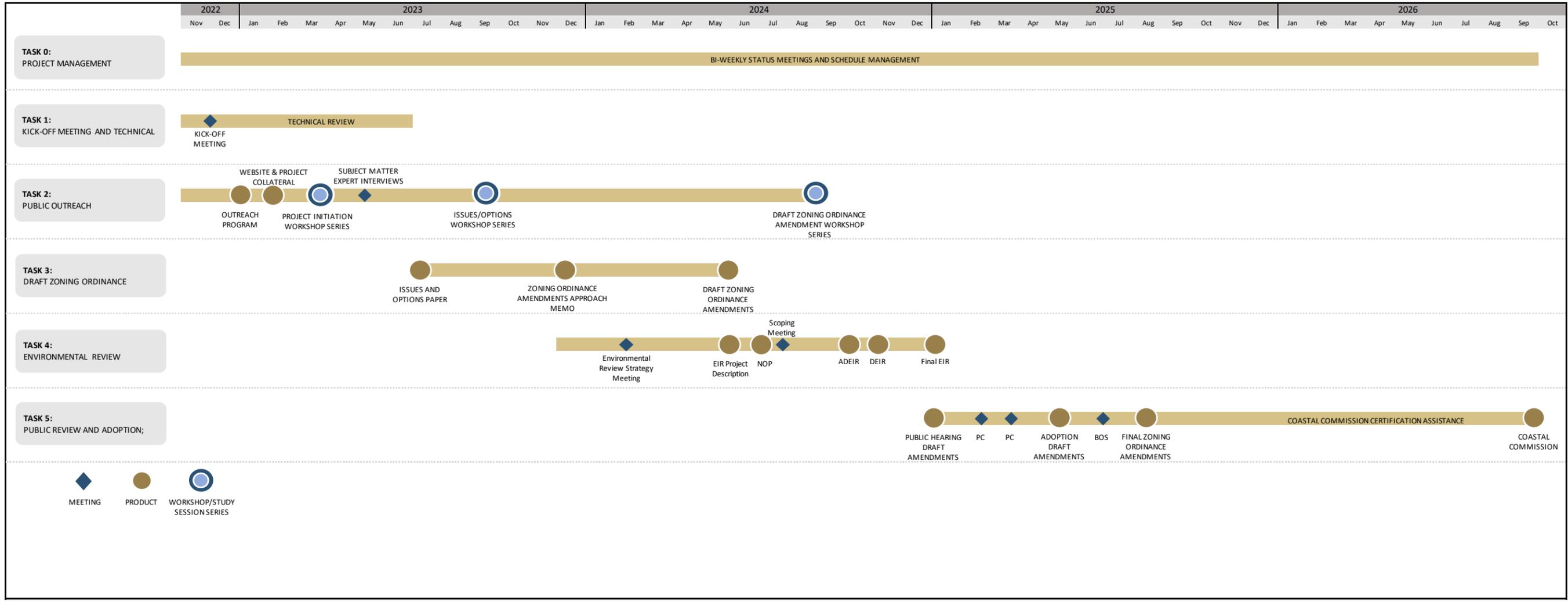
Santa Barbara County Zoning Ordinance Amendments		TASK 0	TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TOTAL FEE
		Project Management	Kick-off Meeting and Technical Review	Public Outreach	Draft Zoning Ordinance Amendments	Environmental Review	Public Review & Adoption; Final Zoning Ordinance Amendments	
Miller Planning Associates								
Principal \$220	Hours	160	260	320	994	80	274	2088
	Cost	\$35,200	\$57,200	\$70,400	\$218,680	\$17,600	\$60,280	\$459,360
Firm Total	Hours	160	260	320	994	80	274	2088
	Cost	\$35,200	\$57,200	\$70,400	\$218,680	\$17,600	\$60,280	\$459,360
Urban Planning Partners								
Principal \$300	Hours	16	24	20	40	0	24	124
	Cost	\$4,800	\$7,200	\$6,000	\$12,000	\$0	\$7,200	\$37,200
Senior Planner \$195	Hours	75	60	80	116	0	60	391
	Cost	\$14,625	\$11,700	\$15,600	\$22,620	\$0	\$11,700	\$76,245
Associate Planner \$150	Hours	8	44	52	88	0	48	240
	Cost	\$1,200	\$6,600	\$7,800	\$13,200	\$0	\$7,200	\$36,000
Planner \$125	Hours	12	48	68	80	0	60	268
	Cost	\$1,500	\$6,000	\$8,500	\$10,000	\$0	\$7,500	\$33,500
Firm Total	Hours	111	176	220	324	0	192	1023
	Cost	\$22,125	\$31,500	\$37,900	\$57,820	\$0	\$33,600	\$182,945
Rincon Consultants								
Principal I \$285	Hours	27	8	0	10	110	0	155
	Cost	\$7,695	\$2,280	\$0	\$2,850	\$31,350	\$0	\$44,175
Snr Supervisor Planner II \$258	Hours	30	8	24	24	168	0	254
	Cost	\$7,740	\$2,064	\$6,192	\$6,192	\$43,344	\$0	\$65,532
Senior Planner I \$208	Hours	0	0	8	12	159	0	179
	Cost	\$0	\$0	\$1,664	\$2,496	\$33,072	\$0	\$37,232
Planner II \$153	Hours	0	0	12	24	472	0	508
	Cost	\$0	\$0	\$1,836	\$3,672	\$72,216	\$0	\$77,724
GIS/CADD Specialist I \$131	Hours	0	0	0	0	60	0	60
	Cost	\$0	\$0	\$0	\$0	\$7,860	\$0	\$7,860
Technical Editor \$130	Hours	0	0	0	0	5	0	5
	Cost	\$0	\$0	\$0	\$0	\$650	\$0	\$650
Production Specialist I \$105	Hours	0	0	0	0	69	0	69
	Cost	\$0	\$0	\$0	\$0	\$7,245	\$0	\$7,245
Admin Assistant \$95	Hours	27	0	0	0	2	0	29
	Cost	\$2,565	\$0	\$0	\$0	\$190	\$0	\$2,755
Transportation Study		0	0	0	0	\$117,335	0	\$117,335
Direct								\$300
Firm Total	Hours	84	16	56	94	1517	0	1767
	Cost	\$18,000	\$4,344	\$9,692	\$15,210	\$313,262	\$0	\$360,808
TOTAL	Hours	271	436	540	1318	80	466	4878
	Cost	\$57,325	\$88,700	\$108,300	\$276,500	\$17,600	\$93,880	\$1,003,113
Contingency (10%)								\$100,311
TOTAL WITH CONTINGENCY								\$1,103,424



SCHEDULE

SCHEDULE

A proposed schedule, showing the timing and sequencing of project tasks, deliverables, and community engagement efforts is presented on the following page. This schedule is preliminary; we are happy to work with you to refine any aspects of the work program to better fit the County's needs.



 MEETING
 PRODUCT
 WORKSHOP/STUDY SESSION SERIES



REFERENCES

REFERENCES

References provided here include a range of valuable perspectives on the quality of our work, our collaborative efforts with staff, our responsiveness, and our thoroughness. See Section 3, Qualifications, for a list of relevant projects and profiles of select projects.

MILLER PLANNING ASSOCIATES

Project Name and Client	Contact Person
New Zoning Ordinance City of Santa Barbara	Marck Aguilar, Business Liaison / Project Planner (805) 897-1933 maguilar@SantaBarbaraCA.gov
Comprehensive Zoning Code and Coastal Implementation Plan Update City of Morro Bay	Scot Graham, Community Development Director (805) 772-6291 sgraham@morrobayca.gov
Objective Development Standards and Housing Element Implementation Amendments City of San Leandro	Avalon Schultz, Principal Planner (510) 577-3352 aschultz@sanleandro.org

URBAN PLANNING PARTNERS

Project Name and Client	Contact Person
Objective Development Standards City of Santa Cruz	Sarah Neuse, Senior Planner – Advanced Planning (831)-420-5092 sneuse@cityofsantacruz.com
Oakland ADU Initiative City of Oakland, Mayor’s Office	Darin Ranelletti, Policy Director for Housing Security (510) 238-3460 dranelletti@oaklandca.gov
Innovative Construction Project MTC/ABAG	Ada Chan, Regional Planner (415) 820-7958 achan@bayareametro.gov

RINCON CONSULTANTS

Project Name and Client	Contact Person
County of Santa Barbara 2030 Climate Action Plan and EIR County of Santa Barbara	Garrett Wong, Climate Program Manager (805) 568-3503 gwong@co.santa-barbara.ca.us
Neighborhoods of Willow Creek and Hidden Canyon/Rancho Maria Golf Course (Key Site 21) SEIR County of Santa Barbara	Sean Stewart, J.D., Planner (805)568-2517 sestewart@co.santa-barbara.ca.us
Fast Forward 2040 Regional Transportation Plan/Sustainable Communities Strategy Supplemental EIR Santa Barbara County Association of Governments	Michael Becker, Director of Planning 805-961-8900 mbecker@sbcag.org



INSURANCE

INSURANCE

Certificates of Insurance for Miller Planning Associates and Urban Planning Partners are attached. A Certificate of Insurance for Rincon Consultants is already on file with the County.

Miller Planning Associates, LLC does not carry Workers' Compensation (WC) and Employers Liability (EL) as there are no employees. As such, this does not apply.

Additionally, the auto policies for Miller Planning Associates and Urban Planning Partners covers Hired and Non-Owned autos only. Miller Planning Associates and Urban Planning Partners do not own vehicles and the only type of vehicle that would be used for work associated with the project is hired and non-owned.

Should we be selected for the project, the consultant team requests the consideration of the following revisions to the Indemnification language in the County's standard contract. The proposed modifications are intended to limit the consultant's obligations to only the consultant's actions or inactions to clarify that the consultants are not liable for any claims caused by a 3rd party not connected to the consultant. The second requested consideration is adding that our liability is limited to our proportionate share of fault.

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out ~~from any cause whatsoever, including the acts, errors or omissions of any person or entity~~ CONTRACTOR'S negligence, errors, omissions, or willful misconduct in the performance of this Agreement and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim arising out of CONTRACTOR'S actions above, except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct. CONTRACTOR'S obligations hereunder shall be limited to its proportional share of liability as determined by a court of competent jurisdiction.



BUSINESS LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

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

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

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

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

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

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

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

- b. This insurance applies:

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

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

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

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

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

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES**Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
 provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

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

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

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

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

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

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

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

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

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

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

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

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

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

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

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

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

BUSINESS LIABILITY COVERAGE FORM

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

BUSINESS LIABILITY COVERAGE FORM**g. Aircraft, Auto Or Watercraft**

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

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

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

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

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

j. Professional Services

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

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

BUSINESS LIABILITY COVERAGE FORM

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

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

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

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

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

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

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

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

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

l. Damage To Your Product

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

m. Damage To Your Work

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

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

n. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

BUSINESS LIABILITY COVERAGE FORM**o. Recall Of Products, Work Or Impaired Property**

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

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

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

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

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

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

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

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

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

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

r. Employment-Related Practices

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

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

This exclusion applies:

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

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

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

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

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

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

BUSINESS LIABILITY COVERAGE FORM**2. Applicable To Medical Expenses Coverage**

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED**1. If you are designated in the Declarations as:**

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

- e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:**a. Employees And Volunteer Workers**

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

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

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

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
- (2)** "Property damage" to property:
 - (a)** Owned, occupied or used by,

BUSINESS LIABILITY COVERAGE FORM

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

b. Real Estate Manager

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

c. Temporary Custodians Of Your Property

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

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

d. Legal Representative If You Die

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

e. Unnamed Subsidiary

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

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

3. Newly Acquired Or Formed Organization

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

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

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

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

5. Operator of Nonowned Watercraft

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

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

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

6. 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

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, 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 an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

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;

- (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 Subparagraphs (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; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (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 by or for you, 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, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state 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 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 an insured under 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;
- (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 or written agreement 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, 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:

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- (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, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – 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**.

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 applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

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 specified in a written contract, written agreement or permit issued by a state or political subdivision; 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 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 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 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, 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 the 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 only when such "occurrence", offense, claim or "suit" is known to:

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

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This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a.** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b.** With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

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

- 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 Form 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.

5. 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.

6. 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.

7. 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 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 **A.** – Coverages.

(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 **A.** – Coverages.

(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.

8. 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.

BUSINESS LIABILITY COVERAGE FORM**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, 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; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. 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.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision – Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2)** "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a.** WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - 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".
- b.** The insurance afforded to the vendor is subject to the following additional exclusions:

- (1)** 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, unless 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;

- (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 Subparagraphs **(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.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a.** Their financial control of you; or
- b.** Premises they own, maintain or control while you lease or occupy these premises.

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This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – 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.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

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 land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "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:

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- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

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

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

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

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

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

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

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

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- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a)** You;
- (b)** Others trading under your name; or
- (c)** A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

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GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE - GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV - BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV - BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph **D.**, **Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - The airbags are not covered under any warranty; and
 - The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV - BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- You (if you are an individual);
- A partner (if you are a partnership);
- A member (if you are a limited liability company);
- An executive officer, director or insurance manager (if you are a corporation or other organization); or
- Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2, Concealment, Misrepresentation, Or Fraud**, of **SECTION IV - BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER: 680 - 6H278464

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

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

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

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

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

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

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

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

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COMMERCIAL GENERAL LIABILITY**c. Method Of Sharing**

If all of 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.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part 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 claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment 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.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – 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 purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
- For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
- Sale Of Pharmaceuticals**
- "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
5. The following is added to the **DEFINITIONS** Section:
- "Incidental medical services" means:
- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
- This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
- \$10,000; or
 - The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- "Bodily injury" or "property damage" that occurs; or
- "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB2R130599

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

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

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

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____