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RESOLUTION NO. 6812- 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL AWARDING A PROFESSIONAL PLANNING SERVICES AGREEMENT TO 4LEAF, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT IN AN AMOUNT NOT TO EXCEED $249,375

WHEREAS, the City of Sebastopol requires continued professional planning services to support Planning Division operations while the City continues its recruitment efforts for a permanent Planning Director; and

WHEREAS, the City issued a Request for Proposals for Professional Planning Services on June 12, 2026, seeking experienced California municipal planners with expertise in planning leadership, land use, the California Environmental Quality Act, and State housing law; and

WHEREAS, the City received four proposals in response to the Request for Proposals and evaluated the proposals based on qualifications, municipal experience, understanding of the City's needs, availability, cost effectiveness, and references; and

WHEREAS, the evaluation process included a review of the written proposals, interviews conducted by an independent panel of planning and local government professionals, and interviews conducted by City staff and Human Resources; and

WHEREAS, based on the written proposals and interview results, the City determined that 4LEAF, Inc. offers the best overall value and strongest fit for the City's needs, including continuity and local knowledge, organizational depth, Principal Planner-level leadership, housing law expertise, and an in-person presence at City Hall; and

WHEREAS, the proposed agreement provides for professional planning services on an as-needed basis for an initial one-year term, with total compensation not to exceed $249,375; and

WHEREAS, funding in the amount of $141,000 has been allocated in the Fiscal Year 2026-27 budget for professional planning services, with a portion of the costs anticipated to be reimbursed through applicant deposit accounts for development review and related planning services; and

WHEREAS, expenditures occurring after June 30, 2027, shall be subject to the City Council's adoption of sufficient future budget appropriations; and

WHEREAS, the City Council finds that awarding a professional services agreement is not a project under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15378(b)(5), because it is an administrative activity that will not result in direct or indirect physical changes in the environment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol hereby:

1. Awards the Professional Planning Services Agreement to 4LEAF, Inc. for an initial one-year term in an amount not to exceed $249,375.
2. Authorizes the City Manager to execute the agreement and any related documents, subject to final review and approval as to form by the City Attorney.
3. Authorizes the City Manager to approve minor, non-substantive amendments to the agreement, provided that such amendments do not increase the total compensation above $249,375 or materially alter the scope of services.
4. Authorizes expenditures under the agreement from available and properly appropriated funds, including applicable applicant deposit accounts.
5. Provides that expenditures after June 30, 2027, are contingent upon the City Council's adoption of sufficient appropriations in the Fiscal Year 2027-28 budget.

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The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 17th day of November 2026.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City of Sebastopol City Council by the following vote:

VOTE:
Ayes: Councilmembers Carter, Hinton, Zollman, Vice Mayor Maurer and Mayor McLewis
Noes: None
Abstain: None
Absent: None

APPROVED: Signed by: Jill McLewis 7C6BCED0A8914A1... _____
Mayor Jill McLewis

ATTEST: Signed by: Mary Gourley 44C0774260FE430... _____
Mary Gourley, City Manager

APPROVED AS TO FORM: Signed by: Alex Mog 66BDB79D572A4EB... _____
Alex Mog, City Attorney

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _January 1, 2027_ by and between the City of Sebastopol, located in the County of Sonoma, State of California (City), and _4LEAF, INC._ (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Professional Planning Services Services.

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

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

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Exhibit A, "Scope of Services"** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or **Exhibit A, "Scope of Services"**, unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in **Exhibit A, "Scope of Services"**.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Section 5**, "Proposed Pricing", attached hereto and made a part hereof. Total compensation shall not exceed a total of $249,375 unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

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C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract 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 by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant 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 consultant provides written verification that it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after

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completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions: The City of Sebastopol, its officers, officials, employees, 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 Consultant 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 Consultant's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Consultant hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

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Verification of Coverage
Consultant shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances
The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 8 – INDEMNIFICATION

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor ("design professional"), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence or willful acts or misconduct.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur

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an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

D. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

SECTION 10 – CONFLICTS OF INTEREST

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or

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other products developed or created by Consultant during the course of providing services (collectively the "Work Product") shall belong exclusively to City. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent, or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement.

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Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of l964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 18 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: City Manager
7120 Bodega Ave
Sebastopol, California 95472

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To Consultant: 4LEAF, INC.
2235 Mercury Way, STE 120
Santa Rosa, CA 95407

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 19 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving sixty (60) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 20 – ATTORNEY FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 21 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 22 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 23 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

SECTION 24 – DEFAULT

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In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Sonoma. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 27 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 28 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

By: _____
Name: Tennis Wick
Title: Director of Planning

City:

By: _____
Name: Mary Gourley
Title: City Manager

Approved as to Form:

By: _____
Name: Alex Mog
Title: City Attorney

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4LEAF, INC.

PROPOSAL TO PROVIDE

PROFESSIONAL PLANNING SERVICES



TO THE

CITY OF SEBASTOPOL

JULY 2, 2026

PRESENTED BY
4LEAF, INC.

2235 MERCURY WAY, STE 120
SANTA ROSA, CA 95407
PHONE: (707) 572-4611

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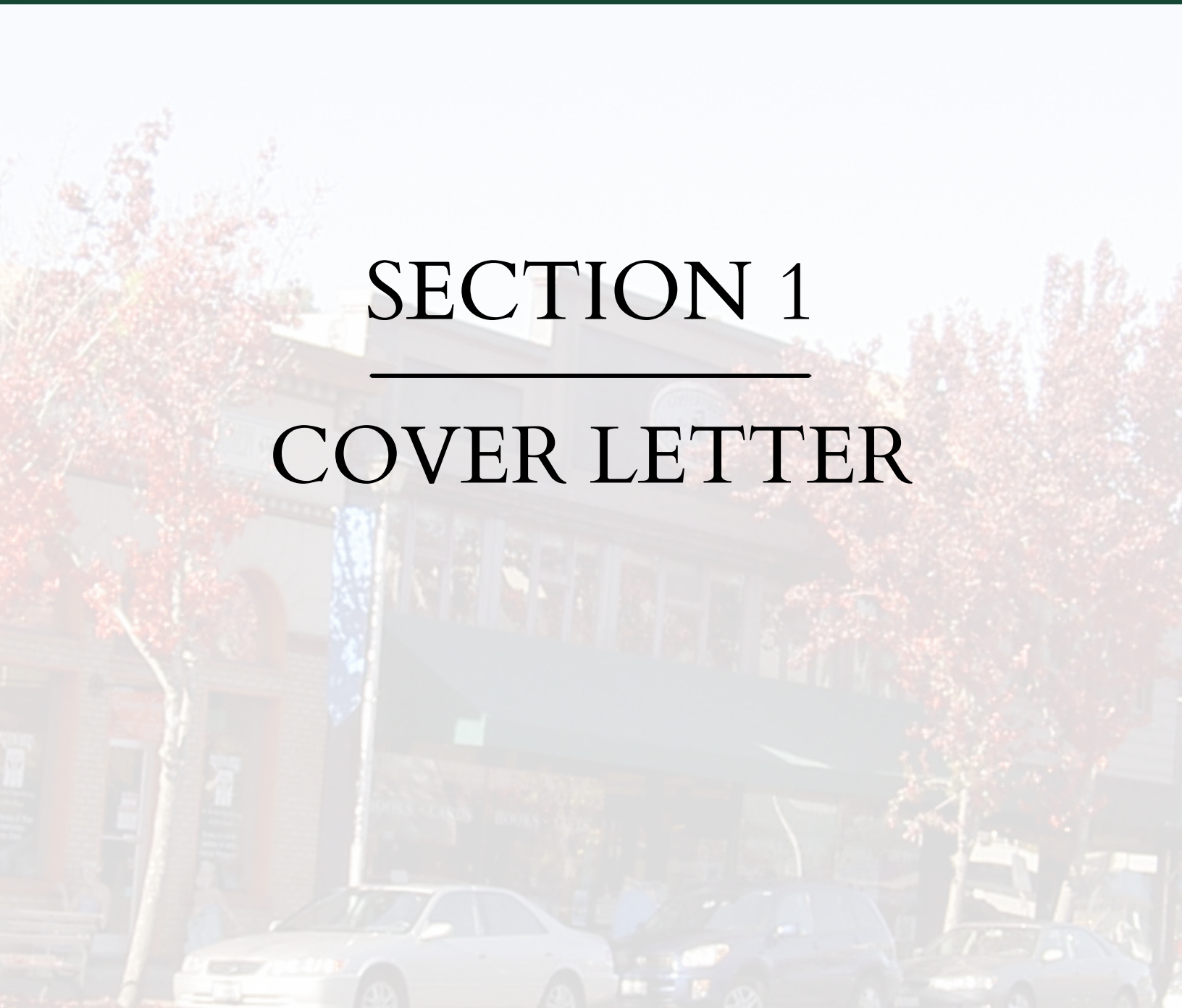
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4LEAF, INC.

PROPOSAL TO PROVIDE PROFESSIONAL PLANNING SERVICES

TO THE

CITY OF SEBASTOPOL



SECTION 1

COVER LETTER

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City of Sebastopol
Planning Division
7120 Bodega Ave
Sebastopol, CA 95472
Attn: Mary Gourley, City Manager

July 2, 2026

RE: Proposal to Provide Professional Planning Services to the City of Sebastopol

4LEAF, Inc. (4LEAF) is pleased to submit our proposal to demonstrate our experience and capability to provide the City of Sebastopol (City) with exceptional Planning and Environmental Services. Our team consists of certified experienced Directors, Principal, Senior, Associate and Associate Planners, in addition to historic preservation planners, public engagement specialists, certified environmental professionals, GIS analysts, and key subconsultant support from Riley Planning Services (RPS).

☑ Expert Regional and Local Consultants

4LEAF has provided professional planning services to the City of Sebastopol **since 2021**, including current planning and entitlement review, CEQA compliance, Housing Element implementation, zoning and municipal code updates, and discretionary case processing. Building on this experience, our team has successfully supported cities and counties across Northern California with comprehensive on-call planning services tailored to meet staffing capacity needs. We are also experienced in rapid response assignments, including post-disaster recovery and expedited development review, aligning with Sebastopol's need for adaptable and timely support. With our headquarters in Pleasanton and a local office in Santa Rosa, we are within commuting distance of Sebastopol and are positioned to provide consistent on-site staffing to ensure seamless coordination and continuity in project delivery. Recently, we have provided similar services for the following clients, including but not limited to:

- City of Cupertino
- City of Cotati
- City of Cloverdale
- City of Santa Rosa
- City of Fort Bragg
- City of Sausalito
- City of Hollister
- City of Plymouth
- City of Rohnert Park
- City of Pleasant Hill
- Town of Windsor
- Town of Corte Madera

☑ Project Understanding

4LEAF understands that the City of Sebastopol is seeking experienced planning professionals to augment the capacity of its Planning Division in managing a growing workload. We recognize the City's immediate need for support in current planning and entitlement review, CEQA compliance, and long-range policy initiatives such as Housing Element and zoning code implementation. Our team is prepared to provide comprehensive services including ministerial and discretionary case processing, permit and design review, zoning and ordinance development, and preparation of hearing packets with staff reports, resolutions, findings, presentations for Planning Commission, City Council, and advisory boards. With an office in Pleasanton that is within commuting distance of Sebastopol, we are more than able to meet the City's minimum on-site staffing requirement to ensure efficiency, continuity, and seamless coordination with City staff.

☑ Adaptable Services

4LEAF is recognized for our accommodation and flexibility and is the most dependable provider of On-Call,

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As-Needed Staff Augmentation services for Planning, Building & Safety, and Fire Life Services. Our highly adaptable professionals are consistently able to fulfill the unique, localized needs of our many municipal clients. We are committed to tackling staffing challenges head-on, providing our clients with 24-hour turnaround staffing placement options and expedited off-site services. 4LEAF partners with clients to deliver staff whose qualifications and expertise are closely aligned with the scope and complexity of each assignment.

☑ Management and Key Partnerships

The contract with the City of Sebastopol will be managed by **Tennis Wick, AICP, Director of Planning**, and **Sherri Conway, AICP, Director of Policy & Economic Development**. Tennis will handle all contractual details, project discussions, and staffing requests. Tennis and Sherri have a proven track record of success managing projects for cities and counties throughout California and will be available to the City for any needs involving this contract. For this contract 4LEAF will partner with our trusted subconsultant **Riley Planning Services (RPS)** to provide Director-level Planning Departmental leadership and advisory services as needed and requested by the City.

☑ Contact

Director of Planning	Director of Policy & Economic Development	4LEAF Local Office
Tennis Wick, AICP Office: (707) 572-4611 Mobile: (707) 799-7726 Email: TWick@4leafinc.com	Sherri Conway, AICP Office: (707) 572-4611 Mobile: (530) 718-4487 Email: SConway@4leafinc.com	2235 Mercury Way, Ste 120 Santa Rosa, CA 95407 Office: (707) 572-4611 Website: 4LEAFINC.COM

As President of 4LEAF, I am authorized to bind the firm. We appreciate this opportunity to submit our qualifications. Should you have any questions, please do not hesitate to reach out using the contact information provided above.

Respectfully submitted,

Kevin J. Duggan
President

Tennis Wick, AICP
Director of Planning

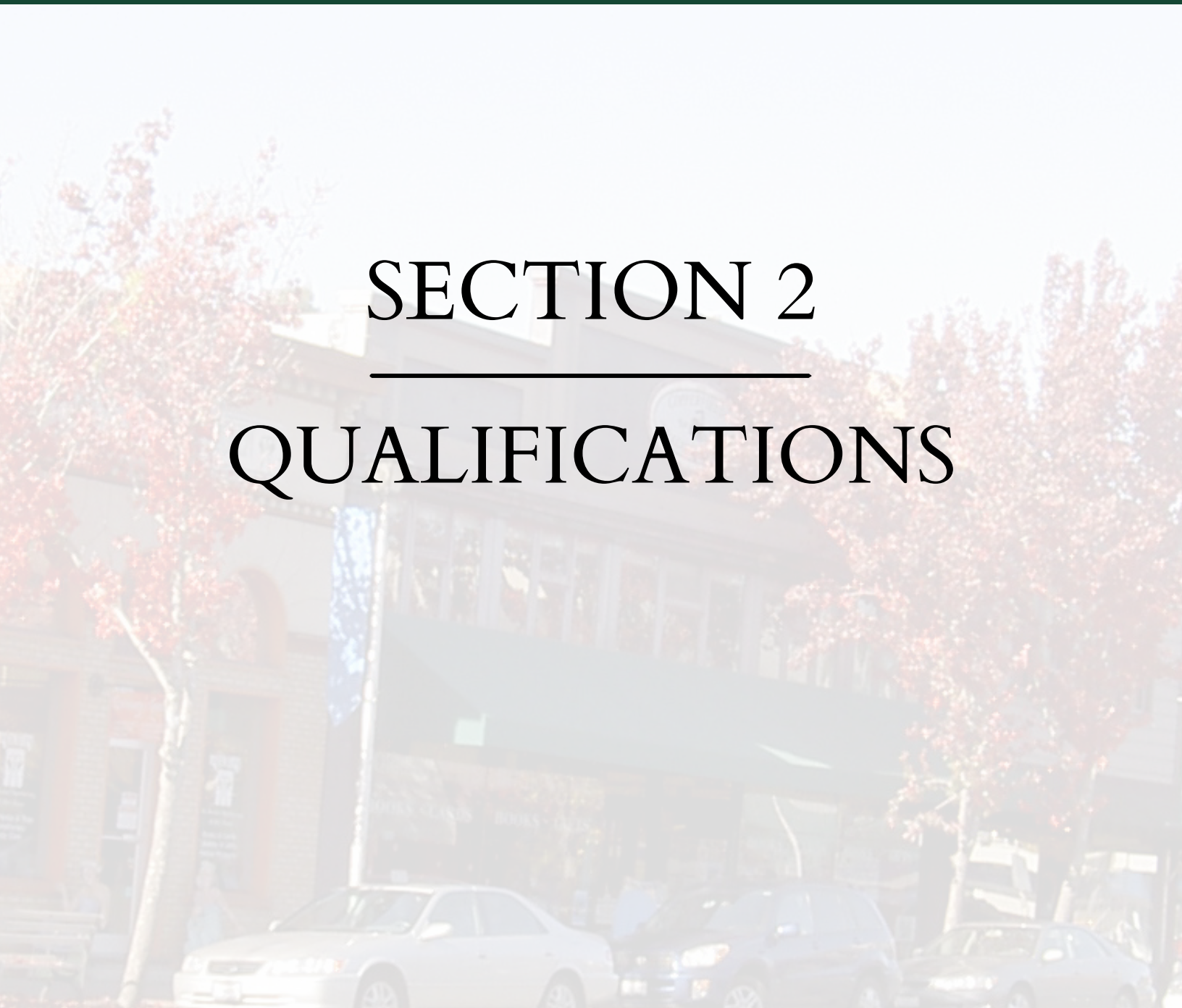
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4LEAF, INC.

PROPOSAL TO PROVIDE
PROFESSIONAL PLANNING SERVICES

TO THE

CITY OF SEBASTOPOL



SECTION 2

QUALIFICATIONS

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SECTION B: QUALIFICATIONS

Who We Are

Founded in 1999, 4LEAF is a multi-disciplinary firm with **400+ professionals** across twelve offices nationwide. 4LEAF's Planning team provides on-call, long-range, and project-based planning services for public agencies, taking a holistic approach to community development. Our detail-oriented, organized project management keeps initiatives on schedule while delivering timely, positive outcomes. We support communities in building sustainable and diverse local economies through tailored development strategies and offer comprehensive expertise in housing, zoning, community outreach, program management, historic preservation, and environmental planning. When additional executive-level planning expertise is needed, we are supported by our trusted subconsultant, Riley Planning Services (RPS).

Led by senior project managers with decades of municipal experience, our team integrates seamlessly into City workflows and operates as an extension of staff. We bring a proactive, "get to yes" approach, collaborating with departments, applicants, and stakeholders to keep projects on track, aligned with City priorities, and cost-effective for the City's operational and budgetary objectives.

Where We Are

Santa Rosa
2235 Mercury Way, Ste. 120
Santa Rosa, CA 95407

Monterey
409 Washington St., Ste. 100
Monterey, CA 93940

San Diego
402 W Broadway, Ste. 400
San Diego, CA 92101

Bay Area (HQ)
2126 Rheem Drive
Pleasanton, CA 94588

San Bernardino
424 E. Vanderbilt Way, Ste. A
San Bernardino, CA 92408

4LEAF Consulting, LLC
157 E Warm Springs Rd., Ste. A
Las Vegas, NV 89119

Sacramento
8896 N. Winding Way
Fair Oaks, CA 95628

Newport Beach
4440 Von Karman Ave., Ste. 300
Newport Beach, CA 92660

New England
132 Central St., Ste. 210
Foxborough, MA 02035

What We Do

4LEAF strives to be the industry leader in delivering exceptional customer care and first-rate professional services to our clients. By building strong relationships and prioritizing client needs, we have established ourselves as a trusted partner to public and private agencies across a wide range of disciplines including Building & Fire Life Safety, Planning, Code Enforcement, and Environmental Compliance. 4LEAF's Planning Division has been a trusted partner for community planning, providing a comprehensive suite of services, including Current and Long-Range Planning, General Plan and Zoning conformance reviews, environmental documentation under CEQA (California Environmental Quality Act), GIS Analysis, and fire resiliency and disaster recovery initiatives. Our experienced team of over 30+ professionals is dedicated to supporting our clients through ministerial and discretionary case processing, hearing preparation, and responsive project management. At 4LEAF, we approach every partnership with a commitment to community enhancement and operational excellence. From facilitating sustainable development through Planning to preserving quality of life through Code Enforcement, we deliver innovative solutions that empower our clients to succeed while making a positive impact on the communities they serve.

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Practice Areas

Current Planning

4LEAF provides a range of current planning services and boasts a staff with decades of experience providing current planning for City and County departments throughout California.

- ☑ Short- or Long-Term Staffing / Staff Augmentation
- ☑ Development Application Review
- ☑ Comprehensive Entitlement Processing
- ☑ Interagency Coordination
- ☑ Public Notices, Staff Reports, Resolutions
- ☑ Hearing Presentation & Decision Support

Long-Range Planning

4LEAF is an expert in long-range planning services, helping jurisdictions prepare, update, and amend governing documents to align their goals with ongoing legal and regulatory updates across the state.

- ☑ General Plan Updates
- ☑ Housing Elements and Implementation
- ☑ Zoning Ordinances & Regulations
- ☑ Specific & Regional Plans
- ☑ Transit Oriented Development Plans
- ☑ Downtown / Main Street Planning

Environmental Review

CEQA Administration is an integral part of our entitlement processing services. We ensure that environmental review is completed efficiently and in parallel with project approvals.

Our team's extensive experience with CEQA means we can anticipate potential environmental issues early and develop proactive solutions.

- ☑ CEQA/NEPA Review and Compliance
- ☑ Third-Party Review of Applicant Prepared Documents
- ☑ Public Notices/Public Participation
- ☑ Environmental Justice
- ☑ CEQA Findings & Statements of Overriding Considerations
- ☑ Mitigation Monitoring, Reporting & Compliance

Economic Development

4LEAF can help communities develop a clear and compelling long-term vision for a sustainable, diversified, thriving economy informed by community and Council input.

- ☑ Economic Development Strategies
- ☑ Business Retention and Expansion Programs
- ☑ Code Insights
- ☑ City's Business Ombudsman

Community Engagement

Successful long-range planning depends on meaningful public participation. 4LEAF can design and facilitate outreach efforts tailored to the community in a variety of ways, including:

- ☑ Visioning Workshops / Community Design Charrettes
- ☑ Surveys
- ☑ Pop-up Events
- ☑ Project Websites
- ☑ Project Stakeholder Meetings / Ad Hoc Committee Workshop

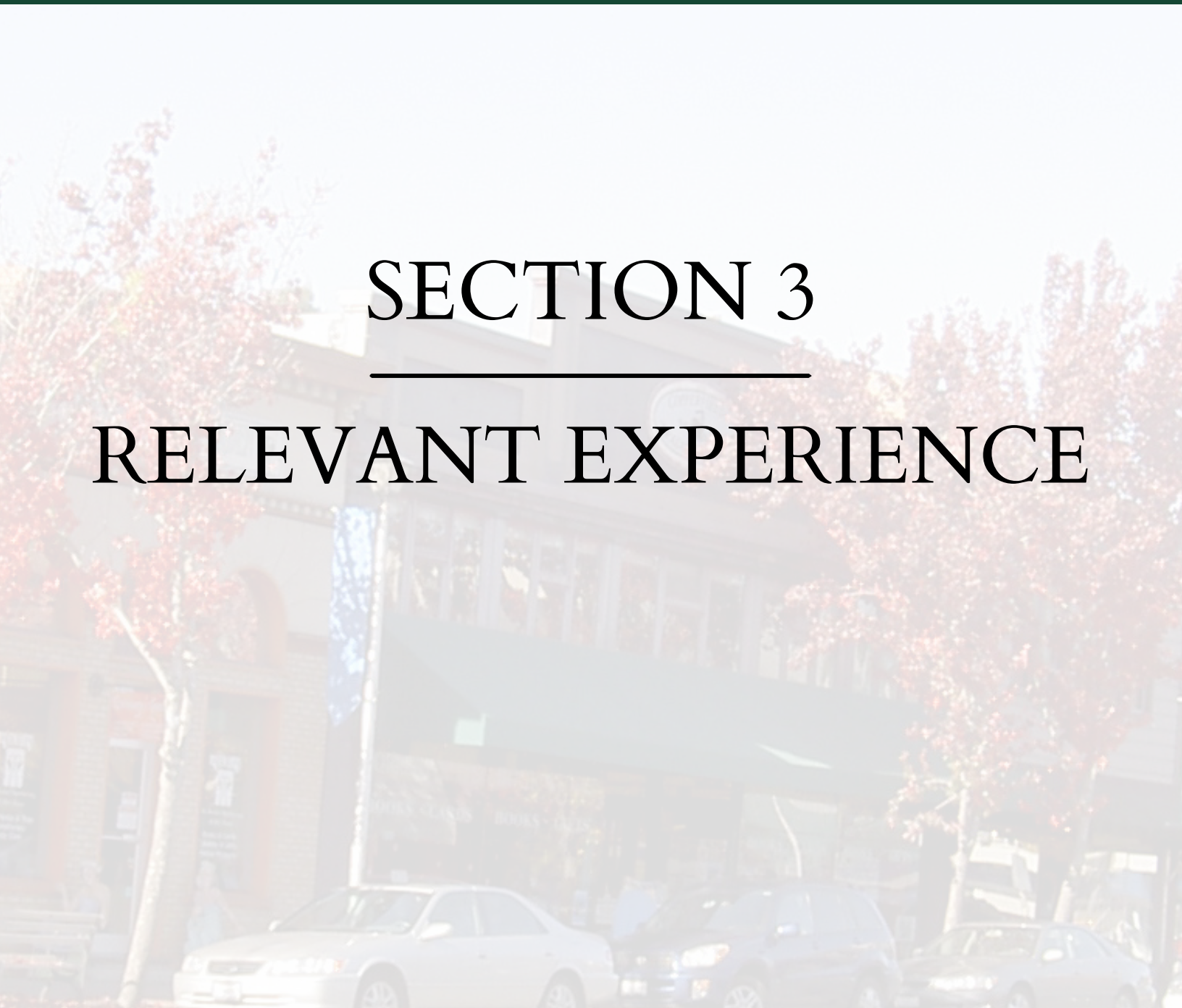
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4LEAF, INC.

PROPOSAL TO PROVIDE
PROFESSIONAL PLANNING SERVICES

TO THE

CITY OF SEBASTOPOL



SECTION 3

RELEVANT EXPERIENCE

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SECTION 3: RELEVANT EXPERIENCE

4LEAF provides experienced Planning Directors, Principal Planners, and current planning professionals who have successfully supported communities throughout California, including jurisdictions in Sonoma County and the North Bay. Our team has direct experience supporting Sebastopol and other North Bay communities with development review, CEQA compliance, Housing Element implementation, zoning administration, and Planning Commission and City Council support. We understand the regulatory framework that shapes Sebastopol's land use decisions, including the General Plan, Zoning Code, Subdivision Map Act, CEQA, and evolving State housing laws, and we are prepared to provide the in-person leadership, technical expertise, and day-to-day support necessary to assist the City's Planning Division. Our approach emphasizes responsive customer service, defensible recommendations, and practical solutions that help projects move forward efficiently while remaining consistent with City policies and community priorities.

Headquartered in Pleasanton, with our nearby office in Santa Rosa, 4LEAF is well positioned to provide consistent on-site and remote support to the Planning Department, helping maintain continuity in application processing, project coordination, and customer service. We will integrate quickly with City staff, applicants, outside agencies, and stakeholders and will remain focused on practical solutions, timely follow-through, and alignment with Sebastopol's policy priorities.

4LEAF partners with our trusted subconsultant Riley Planning Services (RPS) to provide Director-level Planning Departmental leadership and advisory services as needed and requested by our clients. As Owner and Executive Director of **RPS Associates, LLC**, Jane Riley, AICP, will be available to serve in a director-level advisory role to the City if 4LEAF is selected through this RFP process. RPS will act as sub-consultant to 4LEAF and would perform non-supervisory tasks, consistent with California Public Employees' Retirement Laws and Federal Tax Laws. RPS maintains a local Santa Rosa office and provides all equipment necessary to perform the described roles.

The following describes our approach to each service category identified in the City's Scope of Services and highlights how 4LEAF will meet Sebastopol's needs efficiently, within budget, and in a manner consistent with the City's expectations for quality, responsiveness, and sound professional judgment.

1. Planning Leadership and Division Support

4LEAF can provide one or more seasoned planners to serve leadership and support roles for Sebastopol's Planning Division, supplying the strategic direction, operational management, and day-to-day leadership the City is seeking.



- **Leadership & Strategic Direction:** Provide day-to-day leadership of the Planning Division, set workload priorities, manage project assignments, and keep development review, CEQA compliance, and Housing Element implementation moving on schedule.
- **Staff Support:** Support other planning staff as needed, including Associate Planners, Assistant Planners, and technical or support personnel, and step into Associate Planner-level work directly when needed to fill temporary staffing gaps or manage workload surges.
- **Interdepartmental Coordination:** Coordinate planning matters with Public Works, Building, Fire, and other City departments, serving as a reliable point of contact for cross-departmental projects and ensuring consistent communication across the organization.

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- **Advisory Role to City Leadership:** Advise City management, the Planning Commission, and City Council on planning-related matters, including policy development and implementation, providing clear, well-reasoned recommendations that decision-makers can rely on.
- **Department Operations & Budget Management:** Assist with consultant oversight, budget monitoring, agenda planning, workload management, implementation of Council priorities, and coordination of departmental initiatives.
- **Technical Services**: Provide individual project processing of land use entitlements, from application submittal through final sign-off on conditions of approval. Services are generally provided off-site, but our local staff are available for on-site duties as well including meeting with applicants and clients; presenting to boards, commissions and the City Council; and performing site visits and inspections as needed.

2. Development Review



4LEAF provides development review services for a wide range of discretionary and ministerial applications, ensuring projects are reviewed consistently, efficiently, and in accordance with applicable regulations and adopted City policies. Beyond the processing of development applications, 4LEAF can provide the full range of planning services including:

- **Comprehensive Entitlement Processing:** 4LEAF manages the full range of planning permits and entitlements, from ministerial applications to discretionary permits, including conditional use permits, variances, subdivisions, and zoning amendments. We maintain thorough case files to support required findings and integrate CEQA review from the outset so environmental requirements are addressed alongside project processing. Where applicable, we coordinate with City departments and outside agencies to lock-in critical path inputs early in the schedule.

- **Staff Augmentation and Customer Service:** 4LEAF's goal in supporting the City is to keep day-to-day operations smooth, responsive, and high-quality. We provide seasoned planners who can step in on short notice to support the City's Planning staff with everything from customer service and early application screening to providing information and guidance on complex discretionary entitlements. 4LEAF staff are available to meet physically or virtually with city staff, developers, engineers, property owners, contractors, or any other individuals to discuss project feasibility, conceptual plans, applications, or public inquiries regarding zoning regulations or application submittal requirements.

- **Hearing Presentation & Decision Support:** 4LEAF represents the City at hearings and public meetings, presenting projects, answering questions, and supporting decision-makers with clear explanations and professional materials. We prepare action documentation, such as resolutions and notices of decision, and incorporate Commission or Council direction into final conditions. Our team also supports inclusive participation by engaging with bilingual communities when needed. Our planners regularly serve as agency liaisons at public forums, ensuring consistent messaging and follow-through after hearings; we document direction in an action log and coordinate with applicants to implement conditions efficiently.

- **Design Review and Objective Standards**: 4LEAF staff have experience supporting design review, historic resource evaluation, and architectural compatibility reviews in communities with unique character and preservation objectives. Our team evaluates projects for consistency with design guidelines, community character, and applicable preservation standards while balancing redevelopment goals and regulatory

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requirements. This experience provides valuable perspective for communities such as Sebastopol that place a high value on neighborhood character, thoughtful design, and preservation of historic resources.

3. CEQA Review and Compliance



4LEAF has extensive experience supporting public agencies through every level of CEQA review, from categorical exemptions through leading teams in the preparation of full Environmental Impact Reports. We pair that experience with close attention to the State housing and land use laws that increasingly intersect with environmental review. Our approach draws on experienced staff so the City has full flexibility in how CEQA review is scoped and delivered.

Key components of our environmental services include:

- **CEQA Compliance**: 4LEAF has extensive experience supporting public agencies and private discretionary projects through all levels of CEQA review, including exemptions, Initial Studies, Negative Declarations, Mitigated Negative Declarations, and complete Section 15183 analyses when warranted. We begin each assignment by scoping the project, identifying the appropriate CEQA pathway, and evaluating issue areas using the CEQA Guidelines and Appendix G checklist. For Sebastopol, our work would focus on the local topics most relevant to City decision-making, such as traffic/transportation, noise, biological resources, cultural resources, and compatibility with surrounding land uses. We prepare clear, defensible analyses and practical mitigation measures that can be implemented and monitored by the City.

- **Early Consultation & Issue Resolution:** Based on our experience, early identification of potential environmental issues is critical to avoiding delays. For each assignment, we will confer with City staff and relevant agencies early in the process to pinpoint key concerns (such as historic preservation needs, or traffic congestion hotspots). We also initiate AB 52 and SB 18 tribal consultations promptly when applicable, respecting the timelines and input of tribal governments for cultural resources. This proactive approach allows us to adjust project scopes or include protective measures upfront. We develop mitigation strategies early and discuss them with project proponents so that environmental requirements are understood well before hearings or permit decisions. This approach is effective in minimizing the risk of surprises late in environmental review.

- **Technical Studies & Peer Review:** Manage a network of qualified sub-consultants for specialized technical studies, including traffic, biological resources, cultural resources, geotechnical, air quality/GHG, and noise, or conduct independent peer review of applicant-prepared studies to verify methodology, conclusions, and consistency with City standards. We obtain prior written authorization from the City before adding any sub-consultant to a project team.

- **Public Review & Hearings:** Our team manages the entire public circulation process for environmental documents in compliance with CEQA guidelines. We prepare and file Notices of Preparation (for EIRs) and Notices of Availability, coordinate State Clearinghouse submittals, and ensure local posting requirements (such as County Clerk filings and newspaper notices) are met for draft documents. During public review periods, we make documents accessible (online and in hard copy as needed) and encourage public feedback. We then carefully evaluate and respond to all comments received, preparing thorough Response to Comments documents or Final EIR chapters that address substantive issues raised. 4LEAF staff will also present the environmental findings at Planning Commission and City Council meetings,

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explaining the analysis and how public comments were considered. Our goal is to provide decision-makers and the community with confidence that environmental review has been objective, comprehensive, and responsive to concerns.

- **Mitigation Monitoring & Ongoing Compliance:** Environmental compliance continues after project approval, and 4LEAF remains a partner through implementation. We prepare Mitigation Monitoring and Reporting Programs (MMRPs) that clearly lay out each mitigation measure, responsible party, timing, and verification method. If the City desires, we can assist in tracking and documenting compliance with mitigation measures during construction or operation of a project. Our team will coordinate with City inspectors or project managers to ensure all environmental conditions of approval are satisfied. This diligent follow-through will help the City uphold CEQA requirements and environmental permit conditions and avoid issues with future non-compliance.

- **Defensibility of Land Use Decisions:** 4LEAF will prepare clear, well-documented analyses and practical, enforceable mitigation measures that build a strong administrative record and support the defensibility of the City's land use decisions.

4. Housing Element Implementation



Our planners have extensive experience with Housing Element programs and California Department of Housing and Community Development (HCD) requirements. 4LEAF will support implementation of the City's adopted Housing Element, including tracking progress toward Regional Housing Needs Allocation (RHNA) targets. We can help Sebastopol implement its 6th Cycle Housing Element by developing and executing strategies to meet housing production and affordability goals. This may include:

- Preparing targeted zoning code amendments (for example, updating accessory dwelling unit regulations or density bonus provisions to align with State law),
- Identifying opportunity sites for housing and streamlining approval processes in accordance with recent housing legislation.
- Monitoring changes in State housing law and HCD guidance to ensure the City remains in compliance and positioned to take advantage of incentives.
- Assisting jurisdictions with annual progress reporting, rezoning programs, objective development standards, ADU implementation, Density Bonus Law compliance, SB 9, SB 330, and ongoing coordination with HCD.
- Monitoring State housing laws and HCD guidance to keep the City compliant and positioned for incentives.
- Preparing related reports, updates, and materials for the Planning Commission and City Council.

5. Zoning Code Interpretation and Administration



4LEAF reviews projects for consistency with the General Plan and any applicable Specific Plans, zoning ordinance, subdivision standards, design guidelines, and other applicable land use policies. We coordinate with City departments and agencies to integrate technical comments early, identifying potential issues upfront, and helping applicants resolve conflicts to streamline the approval process.

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4LEAF can also assist as needed in modernizing Sebastopol's zoning and development regulations to promote economic vitality and sustainability while preserving community character. We can conduct diagnostic reviews of the City's zoning ordinance and design guidelines to identify needed updates – for instance, to implement new State requirements and to fix inconsistencies or outdated standards. Our team drafts clear, user-friendly code amendments and graphics as needed. We often employ GIS analysis and visualization tools to evaluate zoning scenarios and impacts (like potential changes in development capacity). Code updates are packaged with explanatory staff reports and, if appropriate, formatted for easy inclusion in the City's Municipal Code. We can also prepare the necessary public notices and environmental documentation for adopting code changes.

6. Staff Reports and Technical Memoranda



Clear, well-organized written work is at the core of effective municipal planning, and our staff reports and technical memoranda are written to support confident, well-informed decisions.

- **Professional Staff Reports & Agenda Materials:** Prepare clear, concise, and legally defensible staff reports, agenda packets, presentations, and technical memoranda for Planning Commission, City Council, Design Review Board, and other decision-making bodies. 4LEAF's seasoned planning staff bring direct experience drafting findings, conditions of approval, CEQA determinations, and draft resolutions/ordinances that withstand legal scrutiny, having prepared this caliber of material across multiple North Bay and Bay Area jurisdictions. Materials are formatted to each agency's specific template and procedural requirements, incorporate GIS-based maps and visual exhibits where helpful to decision-makers, and are delivered on a schedule that meets posting and noticing deadlines under the Brown Act. Members of the proposed team regularly prepare staff reports and present recommendations before Planning Commissions, Design Review Boards, Historic Preservation Commissions, City Councils, and Boards of Supervisors throughout California.

- **Hearing Presentation & Decision Support:** Represent the City at public hearings, study sessions, and community meetings, presenting staff recommendations, responding to Commissioner/Councilmember and public questions in real time, and translating decision-maker direction into revised conditions, findings, or project redesigns without delay. 4LEAF planners are experienced in both in-person and virtual hearing formats, in fielding contentious or technically complex public comment, and in working collaboratively with applicants, City Attorneys, and other departments to resolve issues raised at the dais so that projects can move forward to final action efficiently.

7. Project Management and Coordination



For each project under this on-call contract, 4LEAF will implement a robust project management approach. We will kick off each assignment by confirming the scope, schedule, and deliverables with City staff, and establish a clear point of contact. A detailed work plan and timeline will be developed for City approval, breaking the task into phases or milestones (e.g., research, draft preparation, public review, final approvals) so that progress can be easily tracked. Throughout the project, our project manager will maintain regular communication with the City's project lead, providing email updates and check-in calls/meetings as appropriate. We will also promptly raise any issues or necessary scope adjustments so they can be addressed collaboratively. Weekly coordination meetings, regular workload reviews, and proactive agenda planning help ensure City staff remain informed, and projects remain on schedule.

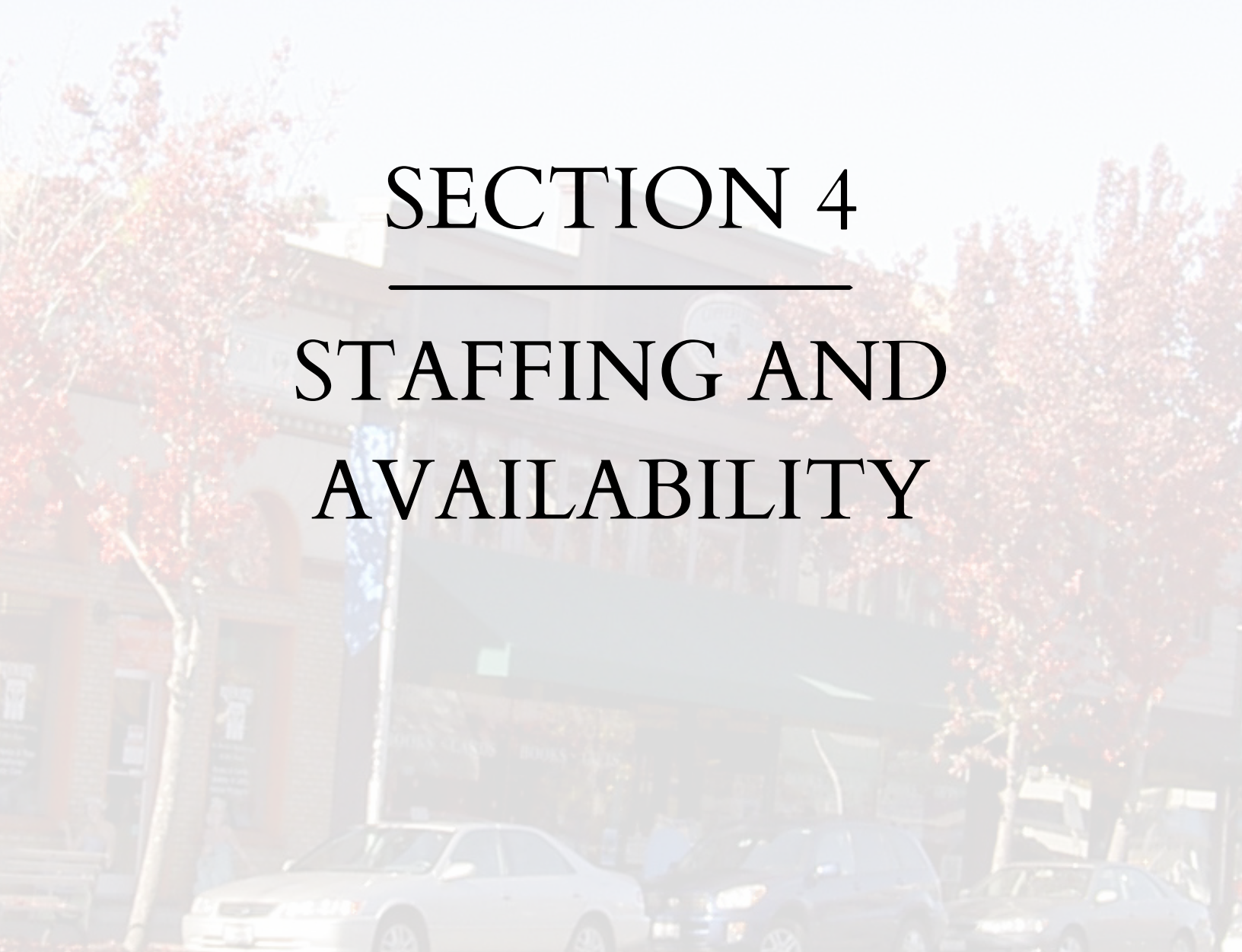
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4LEAF, INC.

PROPOSAL TO PROVIDE PROFESSIONAL PLANNING SERVICES

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SECTION 4

STAFFING AND AVAILABILITY

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SECTION 4: PROJECT TEAM AND STAFFING

Key Personnel

As your consultant, we understand that our role is to be an advocate on behalf of the City of Sebastopol and represent the City's best interests. 4LEAF's team will function as an extension of City staff, seamlessly integrating with City personnel and practices, adding perspective and expertise that only 4LEAF can offer. Our team members are results- and detail-oriented and uphold the values of our company to the utmost extent, the success of which can be reviewed in the quality of past projects we have worked on. **We have the ability to provide in-person staff support at City Hall a minimum of three (3) days per week at the City's request**.

Management Team

Tennis Wick, AICP – Director of Planning



Tennis oversees all services of 4LEAF's Planning Department, including development review, long-range planning, staff augmentation, housing elements and implementation, project-specific services, community outreach and engagement, entitlement, environmental review/CEQA, agency liaison services, GIS analysis & mapping, historical preservation, and more. A long-time Petaluma resident, Tennis has been civically active twice serving as a City Planning Commissioner and as Board President of the Friends of the Petaluma River, Petaluma Peoples Service Center and the Petaluma Area Chamber of Commerce.

Office – (707) 572-4611 | Cell – (707) 799-7726 | Email – TWick@4leafinc.com

Sherri Conway, AICP – Director of Policy & Economic Development



Sherri is a strategic advisor with decades of leadership experience in California local government. As former Assistant City Manager of Rocklin, she played a key role in guiding citywide operations, advancing complex development initiatives, and fostering collaborative relationships among elected officials, staff, and community stakeholders. Sherri brings deep expertise in city management, economic development, and public sector strategy.

Office – (707) 572-4611 | Cell – (530) 718-4487 | Email – SConway@4leafinc.com

Jane Riley, AICP – Executive Director | Riley Planning Services (RPS) – Sub-Consultant



Jane Riley, AICP, is a professional planner with 35 years of experience, including 30 years with public agencies. She has written Housing Elements since the 2nd Cycle and is the author of award-winning housing implementation and zoning programs. Working with 4LEAF Inc, Jane led the preparation and certification of eleven 6th and 7th Cycle Housing Elements. She served on ABAG's RHNA Methodology Committee for the 6th RHNA Cycle and for the past 5 years has provided housing Technical Assistance to the 16 jurisdictions of Napa and Sonoma Counties through the Napa-Sonoma Collaborative. Jane has excellent working relationships with HCD staff and continues to partner with 4LEAF to provide expert Housing Element assistance to local jurisdictions.

Office – (707) 720-4782 | Email – RileyPlanning26@gmail.com

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Key Personnel

Eva Kelly – Principal Planner | Project Manager



Eva is a results-driven planning professional with over eight years of experience in municipal planning, community development, and departmental leadership. She has proven expertise managing complex entitlement projects, overseeing long-range planning initiatives, and leading multidisciplinary teams within a fast-paced public agency environment. Eva is skilled in policy development, CEQA coordination, grant procurement and administration, budget preparation, and organizational management. She demonstrates success serving in executive leadership roles, including as Acting Development Services Director and Planning Manager for the City of Hollister, where she directed planning operations, supervised staff and consultants, managed multimillion-dollar departmental budgets, and led major initiatives including General Plan updates, Housing Element implementation, zoning ordinance modernization, and process improvement programs.

Office – (707) 572-4611 | Cell – (707) 791-0206 | Email – EKelly@4leafinc.com

Kaitlin Roberts, J.D. – Principal Planner | Environmental Specialist



Kaitlin is an accomplished Principal Planner and environmental specialist with over 17 years of expertise in comprehensive land use planning and environmental compliance, particularly under CEQA. She is highly skilled in managing complex planning projects, including drafting and amending specific and master plans, as well as assessing development proposals for alignment with community goals and regulatory standards. Kaitlin is adept at producing clear, actionable insights to guide policy decisions, housing initiatives, and equitable, sustainable development.

John Jay – Senior Planner



John is an accomplished Senior Planner with over nine years of experience supporting public agencies with a broad range of planning services. His expertise spans current and long-range planning, housing policy, development review, and environmental compliance. John has successfully managed complex projects, contributed to policy updates, and worked collaboratively with multidisciplinary teams, elected officials, and community members.

Resumes of Key Personnel and Supporting Personnel can be found in the Appendix of this proposal.

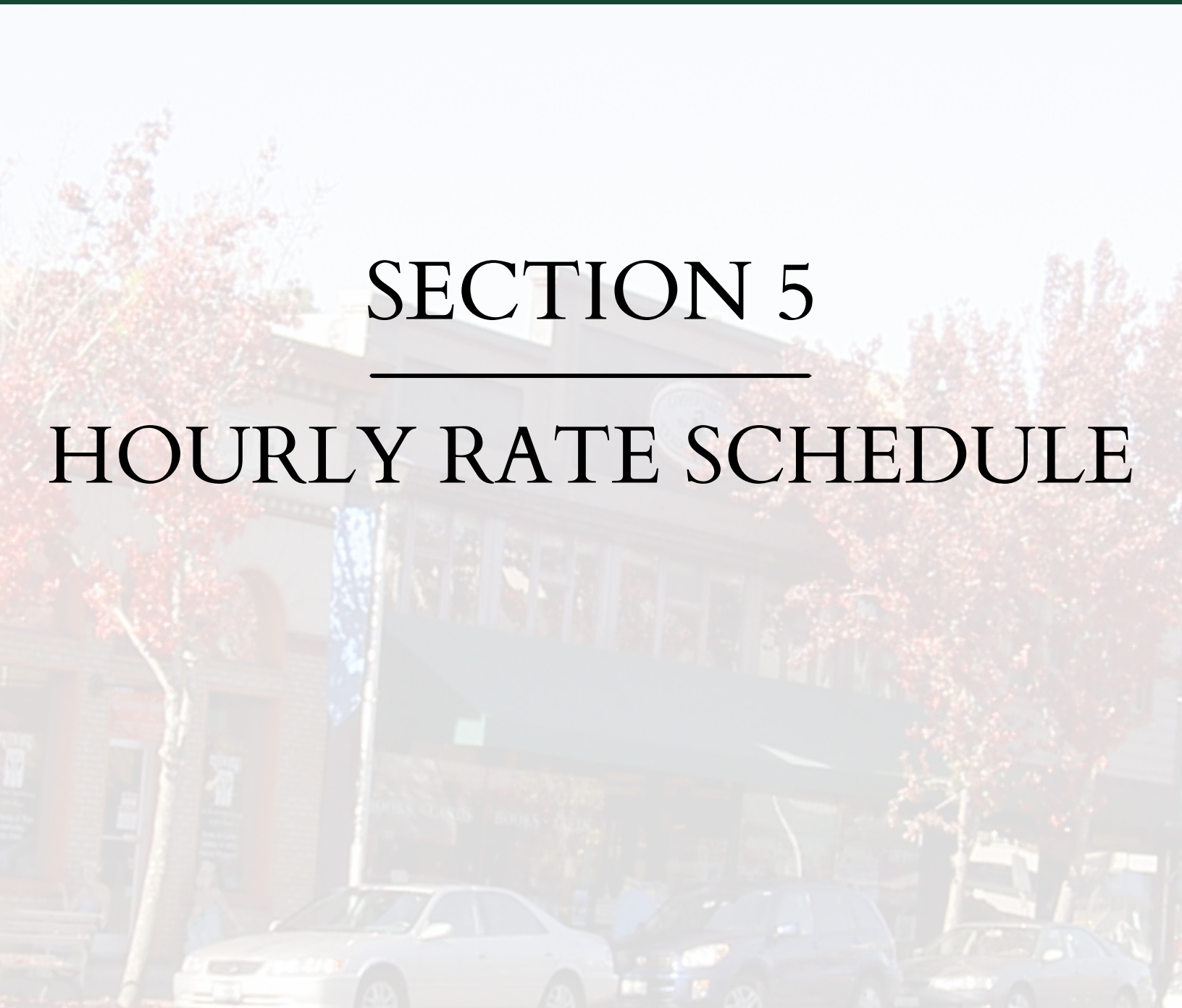
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4LEAF, INC.

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SECTION 5

HOURLY RATE SCHEDULE

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SECTION 5: HOURLY RATE SCHEDULE

FY2026-2027 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF SEBASTOPOL

All Rates are Subject to Basis of Charges

Planning

Housing Policy Director	$274/hour
Planning Director	$250/hour
Regional/Policy Director	$205/hour
Principal/Planning Manager	$194/hour
Senior Planner	$174/hour
Historic Preservation Planner	$174/hour
Environmental Planner	$174/hour
GIS Specialist	$174/hour
Associate Planner	$155/hour
Assistant Planner	$134/hour
Planning Technician	$114/hour

Project Management

Project Manager	$205/hour
Principal-in-Charge	$250/hour

BASIS OF CHARGES

- Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables, basic PPE (project specific PPE will be charged at cost plus 20%).
- All invoices will be submitted monthly.
- All invoices will be charged a 3% administrative fee.
- All subconsultant markups will be charged at cost plus 15%.
- Approved expenses such as flights/ferry/hotels/etc. will be charged at cost plus 20%.
- 4LEAF assumes that these rates reflect the FY2026-2027 contract period. There will be a 5% escalation for FY2027-2028, FY2028-2029, etc.
- Overtime and Premium time will be charged as follows:
  - *Regular time (work begun after 5AM or before 4PM)* — *1 x hourly rate*
  - *Nighttime (work begun after 4PM or before 5AM)* — *1.125 x hourly rate*
  - *Overtime (over 8-hour M-F or Saturdays)* — *1.5 x hourly rate*
  - *Overtime (over 8 hours Sat or 1st 8-hour Sun)* — *2 x hourly rate*
  - *Overtime (over 8 hours Sun or Holidays)* — *3 x hourly rate*
- Overtime will only be billed with prior authorization of the client unless required by governing documents.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of project work or assignment will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.

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- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.
- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client will allow 4LEAF staff the opportunity to take their entitled rest and meal breaks during each work shift as required by law.

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FY2026-2027 RATE (RILEY PLANNING SERVICES)

Sub-Consultant – Riley Planning Services (RPS)

Jane Riley, Principal.....$205/hour

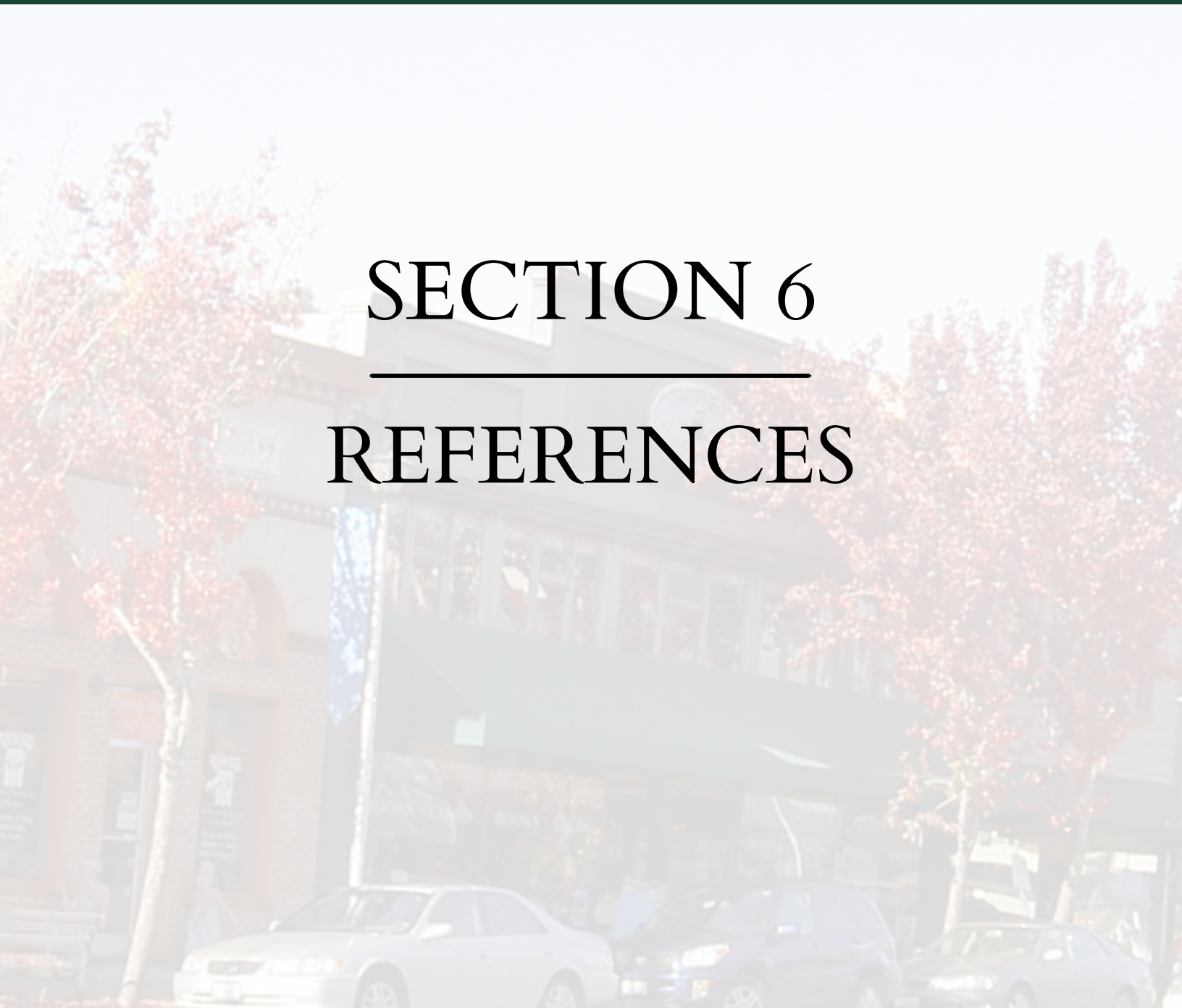
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4LEAF, INC.

PROPOSAL TO PROVIDE
PROFESSIONAL PLANNING SERVICES

TO THE

CITY OF SEBASTOPOL



SECTION 6

REFERENCES

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SECTION F: RELEVANT EXPERIENCE

City of Plymouth

On-Call Planning Services

Since 2023, 4LEAF, Inc. has supported the City of Plymouth through an ongoing on-call services contract, providing experienced planning professionals to augment City staff and ensure the effective management of the Planning Department. Our team has served in key leadership roles, including providing a Planning Director and Senior Planners who oversee day-to-day operations, manage long-range and current planning initiatives, and serve as a primary liaison to the Planning Commission.

LEAP Grant Implementation & Housing Policy Support

As part of a contract amendment, 4LEAF was also tasked with implementing the City's Local Early Action Planning (LEAP) Grant. Our team has supported the City in leveraging this one-time funding to streamline housing-related processes, improve permitting workflows, and align planning policies with 6th Cycle Regional Housing Needs Allocation (RHNA) goals.

Integrated Partnership with City Staff

Throughout this engagement, 4LEAF has become a trusted and responsive partner to the City, providing both in-person and remote staffing support across a range of current and long-range planning efforts, including CEQA review, ordinance updates, and policy development tailored to the City's rural character and growth priorities.



Client Name: City of Plymouth
Client Address: 9426 Main Street, P.O. Box 429 Plymouth, CA 95669
Client Contact: Dana Knight, Planning Clerk
Client Phone: (209) 245-6941 ext. 254
Client Email: dknight@cityofplymouth.org
Project Dates: 2023 – Present

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City of Hollister

On-Call Planning Services

Since 2012, 4LEAF has served as an extension of Hollister's Community Development Department, supplying a Senior Planner, Associate Planner, Assistant Planner, and Planning Technician to manage day-to-day current- and long-range-planning functions. Services provided to the City include:

- Complete overhaul (rewrite) of the Hollister Zoning Ordinance.
- Major and Minor residential projects including multi-family, large single family residential subdivisions, minor residential subdivisions, infill development, SB 330 developments, SB 35 developments, Builder's Remedy, and 100 percent affordable housing projects.
- Major and Minor commercial developments including façade remodels, commercial additions, historic properties, hotels, new industrial buildings, and large scale new commercial developments.
- Housing Element implementation.
- Annexations.
- CEQA and NEPA project review and preparation of environmental documents.
- Zoning Ordinance amendments including Density Bonus, Accessory Dwelling Units, compliance with state law, residential and commercial uses, and other modifications.
- Supervising Assistant and Associate Planners.

Client Name: City of Hollister
Client Address: 375 Fifth Street, Hollister, CA 95023
Client Contact: Charles Wall, Parks and Recreation Director
Client Telephone: (831) 636-4390
Client Email: Charles.Wall@Hollister.CA.gov
Project Dates: 2012 – Present
Cost of Services: $1,500,000

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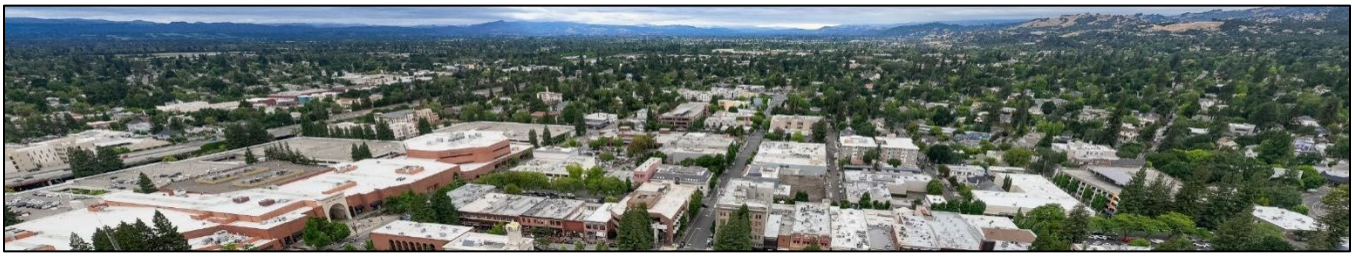
City of Santa Rosa

As-Needed Staff Augmentation Services

4LEAF provides on-call professional planning staff to the City of Santa Rosa, offering both in-office and remote services. These include:

- Reviewing and processing development applications for consistency with the General Plan, Zoning Ordinance, Specific Plans, and Design Guidelines.
- Preparing staff reports, draft findings, and conditions of approval.
- Coordinating with applicants, city departments, and outside agencies to ensure complete project reviews.
- Participating in the building permit review process to confirm zoning compliance and alignment with approved entitlements.
- Facilitating pre-application meetings, neighborhood outreach, and other project-related public meetings.
- Presenting at public meetings and hearings before the Zoning Administrator, Planning Commission, and City Council.
- Assisting the public, applicants, and property owners with planning procedures and requirements, including staffing the public planning counter.

Currently, 4LEAF provides an Associate Planner to carry out these responsibilities.



Client Name: City of Santa Rosa
Client Address: 100 Santa Rosa Ave., Santa Rosa, CA 95404
Client Contact: Susie Murray, Supervising Planner
Client Phone: (707) 543-4348
Client Email: smurray@srcity.org
Project Dates: 2024 – Present

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City of Cloverdale

6th Cycle Housing Element Update & Program Implementation and On-Call Planning Services

4LEAF was chosen to perform the Housing Update for the City of Cloverdale, a community of 8,800 located in Northern California. The updated Housing Element needs to address the requirements of State law, including recent changes regarding the analysis of sites and zoning-related requirements for housing entitlements.



The City selected 4LEAF due to its demonstrated ability to adapt a successful suite of 5th Cycle programs to meet new statutory requirements. Cloverdale has taken substantial steps to address housing needs for its most vulnerable residents and working families, with progress on programs prioritizing affordable and workforce housing development in the 5th Cycle including the development of City-owned permanent and transitional housing for people experiencing homelessness.

4LEAF facilitated implementation of key rezoning programs including code changes to zone for a variety of housing types, ensure objective design review criteria, and develop parking standards consistent with State law.

Our services for this project and subsequent implementation include:

- Project management
- Community outreach and engagement
- Housing Element preparation
- RHNA transfer associated with annexations
- CEQA compliance
- Native American Tribal Consultation
- Zoning text amendments

4LEAF has also been providing planning services for the City of Cloverdale since 2021. Currently, 4LEAF is supporting the City's processing of an application for proposed revisions to the Alexander Valley Resort Specific Plan within the City limits of Cloverdale. The Plan envisions a walkable, compact village made up of a resort hotel, vibrant community-oriented piazza, up to 605 residences, community event spaces, and a publicly accessible open space network filled with trails, playgrounds, and sports fields. 4LEAF is also currently supporting City staff and the "Esmeralda" team, as well as additional meetings with the project team members, to facilitate the submittal of application materials to the City.

Our team provides project planner services, including application review and processing, preparation of meeting materials, interagency coordination, and public hearing support. We are also conducting a peer review of the applicant's CEQA document (EIR Addendum) and the supporting technical studies prepared for the proposed Specific Plan revisions.

Client Name: City of Cloverdale
Client Address: 124 N Cloverdale Blvd, Cloverdale, CA 95425
Client Contact: Rafael Miranda, City Planner
Client Phone: (707) 894-1726
Client Email: RMiranda@ci.Cloverdale.CA.us
Project Dates: 2021 – Present

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4LEAF, INC.

PROPOSAL TO PROVIDE
PROFESSIONAL PLANNING SERVICES

TO THE

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APPENDIX

RESUMES

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Tennis Wick, AICP

Director of Planning

Experience
44 years

Education
Juris Doctor, Golden Gate University School of Law
B.A., Political Science, UC Santa Barbara

Affiliations
American Institute of Certified Planners (#10447)
American Planning Association
California County Planning Directors Association, Past President
Petaluma City Planning Commissioner (1993-1996; 2013)
Sonoma County Farm Bureau Member
Friends of the Petaluma River Board of Directors, President
Petaluma Area Chamber of Commerce Past President (2000-2001)
Petaluma People Services Center Past President (2008 & 2009)
After the Fire

Experience Summary

Tennis is a member of the American Institute of Certified Planners and the American Planning Association. Tennis Wick holds a Juris Doctor degree from Golden Gate University School of Law and a Bachelor of Arts degree in Political Science with a Public Service Emphasis from the University of California, Santa Barbara.

A long-time Petaluma resident, Tennis Wick has been civically active twice serving as a City Planning Commissioner and as Board President of the Friends of the Petaluma River, Petaluma Peoples Service Center and the Petaluma Area Chamber of Commerce. Tennis also supports communities in fire recovery through the nonprofit After the Fire providing mutual aid to California counties such Maui, Los Angeles, and other counties in California.

Select Professional Experience

4LEAF, Inc.
Director of Planning
2025 – Present
Tennis serves as Director of Planning for 4LEAF, where he oversees all services of the Planning Department, including development review, long-range planning, staff augmentation, housing elements and implementation, project-specific services, community outreach and engagement, entitlement, environmental review/CEQA, agency liaison, GIS analysis & mapping, historical preservation, and more. Tennis will be responsible for all project coordination, staff placement, and contract compliance. He brings his unparalleled community engagement understanding with him to every planning project he directs.

County of Sonoma, Permit and Resource Management Department (PRMD)
Director, Permit Sonoma
2013 – 2025

- Customer service, planning, engineering, code enforcement, natural resources, and fire teams rely on the expertise of 167 staff under 20+ different licenses to deliver a diversity of services from climate adaptation to field inspection with annual $55M budget (80% fee/20% general fund based). In 2021, our one-stop permit shop serviced 19,000 customers and issued 11,600 permits, (about 60%+ over the counter).

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- Adopted 2015-2023 Housing Element in voluntary subregional regime committing Sonoma County to 515 units with 650 units in entitlement or construction and 84 moderate, very- and extremely-low units needed to be built. Received 2019 American Planning Association California Chapter's Opportunity and Empowerment Award for housing innovation.
- To deal with four years of megafires and flood, created Resiliency Permit Center staffed with consultants under discounted fees and five-day plan check. To date, approximately 75% of fire survivors are in process or have completed the rebuild process. Received 2018 Peterka Award for excellence in disaster response and 2018 ACEC-CA North Coast Chapter's Infrastructure Public Owner Champion of the Year Award for the rebuild efforts.
- Formed Director's Working Group of stakeholders to identify issues and find consensus around riparian corridor protections for 2,727 miles of streams. Brokered compromise among agricultural, environmental, and property owner groups for ordinance unanimously approved by Board.
- Reformed code enforcement division to reduce 4,000+ case backlog 75%, adopted policies and procedures manual, and tackled legacy cases dating back 40+ years. California Code Enforcement Association recognized team with 2019 Innovation Award for cannabis enforcement program.
- Executed Accela on-line permitting system, digital plan submittal, and records digitization. Maintaining constant focus on customer service; what do we look and sound like to our public?

Berg Holdings, Sausalito
Principal
2000 – 2013

- Responsible for government affairs, site acquisition, design, and entitlement.
- Secured $20M Congressional earmark for Port Sonoma, a multi-modal transit terminal and ferry service serving over 2,000 passengers a day.
- Designed, entitled, and constructed Petaluma River Farm, a 528 acre, eight million cubic yard dredge material upland placement site to restore 475 acres of tidal wetlands, three miles of public access trails and an elevated 40-acre farm.
- Co-founded Sonoma Vermiculture diverting two tons/day of pre-consumer food waste from County landfill feeding it to worms to create premium soil for use at Petaluma River Farm.

CSW/Stuber-Stroeh Engineering Group, Petaluma
Partner Planner
1996 – 2000

- Central Petaluma Specific Plan, Petaluma, CA – Secured contract with prime consultant and City. Assessed plan area 19th infrastructure and designed its replacement to serve mixed use plan area redevelopment. Provided nexus between development and need/cost of new infrastructure.
- City of Calistoga, Calistoga, CA – Served as contract planning director/building director/fire marshal to Napa Valley tourist destination. Managed three staff, served as Planning Commission secretary, and represented department at City Council meetings.

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Marin County Community Development Agency, San Rafael

Development Chief

1986 – 1996

- Led team drafting unified development code to replace antiquated zoning and subdivision ordinances. Collaborated with Department of Public Works to modernize development standards for grading and road development.
- Processed major applications for residential subdivisions, houseboat communities, resorts and ranches, conducted environmental review, prepared staff reports, and presented projects to Planning Commission and Board of Supervisors.
- Served as liaison to Planning Commission and Board of Supervisors, zoning administrator and Sheriff's and Tax Collector's hearing officer.

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Sherri Conway, AICP

Director of Policy and Economic Development

Experience
38+ years

Education
M.S., Management and Administration
Antioch University, OH
B.S., Environmental Science
State University of New York

Affiliations
American Institute of Certified Planners (AICP)
Greater Sacramento Economic Development Corporation
Golden Sierra Workforce Board
Northern California World Trade Center
Rocklin Area Chamber of Commerce
Place Valley Tourism

Experience Summary

Sherri brings over 38 years of experience in economic planning and development services to 4LEAF as Director of Policy and Economic Development. She is a highly experienced community and economic development professional skilled at working in dynamic and complex environments with public officials, disadvantaged communities, and small businesses. Sherri has a proven history of building collaborative relationships and trust with a broad range of people to identify solutions. Her outstanding interpersonal and diplomatic skills lend themselves to community outreach and engagement. She has demonstrated experience building strong and sustainable communities.

Select Professional Experience

4LEAF, Inc.
Director of Policy and Economic Development
2025 – Present
As 4LEAF's Director of Policy and Economic Development, Sherri leads the development and implementation of policies and programs that promote sustainable economic growth and community prosperity. Her role involves coordinating with public agencies, private sector partners, and community stakeholders to advance strategic initiatives, attract investment, and support workforce and business development. She also provides policy analysis and recommendations to executive leadership and elected officials to inform decision-making and long-term planning.

City of Rocklin
Assistant City Manager
2021 – 2025

- Developed and implemented the first comprehensive City Economic Development Strategy, with an emphasis on Business Retention and Attraction components.
- Collaborated with a wide variety internal departments and external organizations, developers, and businesses to identify "win-win" solutions.
- Designed and administered a small business and non-profit grant assistance program using seven million dollars of American Rescue Plan Act (ARPA) funding.
- Worked closely with affordable housing developers to advance projects within the city to help achieve State-mandated RHNA units.

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- Implemented a Government Relations Program, including developing partnerships at all levels of government and managing the City's legislative advocacy program.
- Supported the Rocklin business community by streamlining permitting barriers, assisting in facilitating business-to-business transactions, and increasing business investment and attraction.

County of Placer
Economic Development Director
2016 – 2021

- Developed and implemented a robust, Countywide Economic Development Strategy that included business attraction, retention, and expansion, marketing and promotions and business outreach.
- Implemented the Placer Business Resource Center, a one-stop facility for entrepreneurs and small businesses, unanimously supported by the Board of Supervisors.
- Ensured implementation of economic development programs to foster and strengthen the county's economic and employment base, focusing on rural, unincorporated areas of the county.
- Designed and administered a small business and non-profit grant assistance program using 14.5 million dollars of CARES Act funding.
- Prioritized consensus building and creative problem solving with regional partners including the six cities/town, Chambers of Commerce, and non-profit organizations.
- Maintained close contact with key personnel in community agencies and municipal departments.

County of Placer
Economic Development and Land Use Project Manager
2014 – 2016

- Served as the economic development coordinator within the Community Development Resource Agency for key land development projects throughout the County, including the Sunset Industrial Area Plan and the Placer Ranch Specific Plan, featuring a new Sacramento State satellite campus.
- Solidified efforts to ensure Placer County's ability to provide workforce development through deliberate coordination with business community and training and post-secondary academic institutions.
- Conducted extensive outreach programs targeting rural communities in western Placer County.
- Participated in several business and government forums to improve communication and understanding of key issues and obstacles related to land development.

Newcastle
Economic and Land Use Consultant
2010 – 2014

- Provided municipal and private sector clients with economic development, land use planning and environmental consulting services.
- Coordinated negotiations with private property owners, developers and public agencies.
- Assisted with complex entitlement process and obtaining appropriate permits for tentative subdivision maps, parcel maps, Conditional Use Permits, and Variances.
- Managed multiple projects and met project deadlines, on schedule and within budget.

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City of Colfax

Community and Economic Development Director

2004 – 2010

- Provided support and direction to the City's Economic Development Commission with an emphasis on attracting, retaining, and expanding business opportunities to enhance job creation in the city.
- Obtained and administered millions of dollars in federal and state grant funding for key backbone infrastructure improvements and downtown Main Street revitalization projects.
- Coordinated the City's General Plan Update and Housing Element processes, Downtown Revitalization plan, a Downtown Parking Analysis and a Regional Parks and Recreation Plan.

Village of Lake Placid / Town of North Elba, NY

Community Development Director

1998 – 2004

- Acquired multiple Federal, State, and local grants for local transit tourist public transportation program as well as multiple HUD and CDBG grants.
- Collaborated with the Lake Placid Regional Tourism and Convention Bureau on robust initiatives for a strong tourism economy.
- Worked effectively with public officials, building strong relationships with diverse stakeholder groups, business leaders, and citizens groups on sensitive community issues.
- Coordinated, developed and launched the first free public and visitor transportation systems known as Placid XPRESS.

Village of Lake Placid, NY

President, Resources Systems for the Environment

1992 – 1998

- Provided municipal clients with a wide range of land use and environmental planning services, focusing on the areas of water quality and solid waste management.
- Managed large-scale projects with high complexity, often working with several sub-contractors.
- Developed comprehensive Municipal Solid Waste Management Plans in accordance with State and Federal Environmental regulations.
- Carried out compliance with Federal (NEPA) and State (SEQR) environmental regulations.

County of Essex, NY

Senior Land Use Planner

1988 – 1992

- Provided support to rural communities in developing land use plans and zoning ordinances.
- Successfully secured and administered millions of dollars in federal and state funding for key infrastructure projects in rural communities throughout the County.
- Responsible for developing new program guidelines to comply with new Federal and State solid waste management regulations.
- Developed the first Countywide Solid Waste Management Plan that included specific implementation strategies to reduce, reuse, and recycle materials.

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Jane Riley, AICP

Director

Experience

35 years

Education

MA, Housing & Community Development (Interdisciplinary Studies)

BA, Environmental Studies & Planning

Management Certificate
University of the Pacific

Certifications

AICP

Awards

Northern Section APA CA – Best Practices
Napa Sonoma Collaborative Housing Connect Tool (with Rincon)

APA California Chapter Opportunity & Empowerment Award of Merit, 2019

California State Association of Counties Challenge Award, 2017

California Planning Director's Association Recognition Award, 2016

Experience Summary

Jane is an experienced planning professional with a proven history of moving forward successful planning and policy initiatives. She has worked as a professional planner for over 35 years, including 30 years in public agencies. Her areas of specialization are housing policy, implementation, and processing housing projects and other land use entitlements. Her decades of government and private experience include both current (project review) planning and advance (comprehensive) planning.

Jane has a wealth of experience leading the preparation, adoption, and certification efforts for a variety of Housing Elements and related implementation documents. As the lead staff for the Napa-Sonoma Collaborative, she has led multiple subregional initiatives as a respected collaborator for the 16 member jurisdictions. Jane has managed efforts to adopt inclusionary and workforce housing programs, created a variety of zoning programs to implement housing and land use policies, and directed progressive and award-winning housing programs.

RPS Associates, LLC

Director, Riley Planning Services

As the owner and Executive Director of RPS, Jane's work focuses on housing policy and the processing of housing entitlements. In addition to her work assisting for- and non-profit housing developers, Jane joins larger consulting teams to offer Housing Element Updates and other housing initiatives. She also partners with 4LEAF, Inc. to meet community planning needs by providing director-level advisory and leadership services to local planning and community development departments.

4LEAF, Inc.

Director of Advance Planning & Housing

2020 - 2025

As a Director for 4LEAF, Jane led a team of skilled planners in a wide variety of long-range planning efforts. In this role she undertook advanced, highly complex professional planning activities and oversaw difficult and sensitive planning projects. In addition to policy creation and analysis, she worked to ensure compliance with statutes, oversaw all housing-related efforts, acted as lead staff for the Napa-Sonoma Planning Collaborative, and provided overall management of planning issues. Jane oversaw 4LEAF's General Plan Update and Specific Plan projects and led the Housing Element updates for 8 cities and two counties with a 100% HCD certification record.

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County of Sonoma

Planning Division Manager

2017 - 2021

Supervising Planner

2015 – 2017

As lead in the County's Comprehensive Planning Division, Jane performed a variety of complex planning and development work on behalf of the Department, the Planning Commission, the Board of Supervisors, developers, contractors, and the public. She authored and implemented many of Sonoma County's innovative programs to remove regulatory barriers and to incentivize housing production, including the award-winning Rental Housing Opportunity Area Program. Her responsibilities included oversight of planning staff, conducting long-range and special planning projects, managing policy initiatives, preparing reports and budgets, presenting to boards and commissions, and processing complex planning applications while supervising and mentoring planning staff. Jane served on ABAG's 6th Cycle RHNA Methodology Committee and represented the Department while serving in multiple other advisory roles.

Planner III (Housing)

2003 – 2015

In her first role with the County, Jane focused on advancing land use and regional housing policy initiatives, implementing the County's 3rd cycle Housing Element and various State housing laws through a series of zoning code updates. She also managed the County's housing programs, administered State and Federal grants, implemented state-mandated housing requirements, processed housing development projects, led public workshops, prepared housing element updates for the 4th and 5th cycles, oversaw and directed consultants, and managed a full slate of housing programs.

City of Sebastopol

Associate Planner

1994 - 2002

In her 8+ years with the City, Jane's main responsibilities as an Associate Planner included:

- Processing applications for land use entitlements such as use permits, general plan amendments, variances, design review, tree removals, text amendments and rezones
- Preparing and presenting detailed reports on new ordinances and planning initiatives
- Performed extensive work on the City's 3rd Cycle Housing Element
- Acting as liaison between community groups, government agencies, developers, and elected officials in developing neighborhood plans
- Making presentations to the City Council, commissions, and interest groups

City of Healdsburg

Assistant Planner

1990 – 1994

Jane began her professional planning career in the City of Healdsburg, where she worked the front counter providing zoning and property development information to the public; processed development applications including variances, use permits, design review and subdivisions; and made presentations to the Planning Commission. Her love of Housing Elements began in Healdsburg where she worked on the City's 2nd Cycle Housing Element. She returned to college to earn her Master's degree in Housing & Community Development while working for the City.

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Eva Kelly

Principal Planner

Experience
8+ years

Education
B.A., Anthropology
Minor, Archaeology
University of California Irvine

Experience Summary

Eva is a results-driven planning professional with over eight years of experience in municipal planning, community development, and departmental leadership. She has proven expertise managing complex entitlement projects, overseeing long-range planning initiatives, and leading multidisciplinary teams within a fast-paced public agency environment. Eva is skilled in policy development, CEQA coordination, grant procurement and administration, budget preparation, and organizational management. She demonstrated success serving in executive leadership roles, including as Acting Development Services Director and Planning Manager for the City of Hollister, where she directed planning operations, supervised staff and consultants, managed multimillion-dollar departmental budgets, and led major initiatives including General Plan updates, Housing Element implementation, zoning ordinance modernization, and process improvement programs.

Select Professional Experience

4LEAF, Inc.
Principal Planner
2026 – Present

Eva serves as a Principal Planner at 4LEAF. Her duties include:

- Major and Minor residential projects including multi-family, large single family residential subdivisions, minor residential subdivisions, infill development, SB 330 developments, SB 35 developments, Builder's Remedy, and 100 percent affordable housing projects.
- Major and Minor commercial developments include façade remodels, commercial additions, historic properties, hotels, new industrial buildings, and large scale new commercial developments.
- Housing Element implementation.
- California Environmental Quality Act (CEQA) and NEPA project review and preparation of environmental documents.
- Zoning Ordinance amendments including Density Bonus, Accessory Dwelling Units, compliance with state law, residential and commercial uses, and other modifications.
- Supervised Assistant and Associate Planners, zoning ordinance overhaul, general and specific plan updates, and coordinated review of projects between City departments.

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City of Hollister
Planning Manager
2023 – Present

In addition to the duties performed while serving as Interim Planning Manager, as Acting Director of the Community Development (formerly Development Services) Department, Eva:

- Administered the day-to-day activities of the Planning, Building, Housing, and Cannabis Affairs Divisions.
- Prepared the $5.8 million FY 2024/2025 Community Development Department Budget for the City of Hollister.
- Onboarded and oversaw the training of a new Building Official for the Building Division and a Senior Support Services Assistant.
- Issued a Request for Proposals and executed four, three-year contracts for on-call Planning Services and a three-year contract for on-call Building Services to continue and expand contracted staffing services.
- Coordinated department contributions to ongoing City website update.
- Prepared background data for the Finance Division for the City's ongoing city-wide user fee update.

City of Hollister
Interim Planning Manager / Senior Planner
2021 – 2023

- Led a team of planning professionals, ranging from technician to senior levels and including both City and consulting staff, within the City of Hollister Community Development Department.
- Managed the day-to-day activities of the Planning Division including assigning and overseeing all entitlement projects processed through the Division; responding to inquiries of applicants and the public; supervising the completion of environmental documents by Staff and consultants; and overseeing preparation of staff reports, presentations, recommendations, and hearing notices for Planning Commission and City Council.
- Provided technical support and coordinated communication regarding planning matters between the Planning Division, other City Departments, other agencies, the public, and the development community.
- Served as a lead on the ongoing implementation of the Accela Civic Platform for the Community Development, Engineering, Code Enforcement, and Fire Departments.
- Served as the lead representative in the hiring and contracting process to onboard multiple consulting planners from 4Leaf Inc. to assist the Planning Division in the execution of the day-to-day activities of the Division.
- Oversaw the preparation and adoption of an Inclusionary Housing Ordinance (adopted August 2024)
- Prepared the General Plan and Housing Element Annual Progress Reports for State Agencies.
- Led the Planning Division's current efforts to complete a General Plan Update; Climate Action Plan; Agricultural Preservation Program, Zoning Ordinance Overhaul, 6th Cycle Housing Element, as well as implementation of ongoing process improvements.
- Implemented and procured grant funding for projects – including SB 2, LEAP, REAP 1.0, and REAP 2.0 planning grants.

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City of Hollister

Associate Planner

2018 – 2021

- Served as project lead on over 40 major development/entitlement projects.
- Researched, prepared, and presented multiple ordinance amendments for approval of the Planning Commission and City Council.
- Served as Senior Planner from November 2019 to March 2020 during the extended absence of the Planning Manager.
- Prepared written staff reports, resolutions, recommendations, and conditions of approval to present to the Planning Commission and City Council.
- Prepared packets and meeting minutes for the Planning Commission.
- Led procurement of the SB 2 Planning Grant, LEAP Grant, and REAP Grant.
- Led a CalTrans Sustainable Communities Grant preparing a Complete Streets Master Plan.
- Managed the annexation of all new development into Community Facilities Districts and oversaw the annual preparation of the tax levy by a consultant.
- Managed the preparation of professional service agreements with various consultants and oversees consultant work for preparation of environmental reviews in accordance with CEQA and other technical studies.
- Answered general questions and inquiries from applicants and the public.
- Conducted meetings with applicants, other agencies, and consultants.
- Presented project proposals to the Development Review Committee (DRC) to collect and consolidate comments and recommendations and provided written comment letters and notices to applicants.

City of Hollister

Support Services Assistant

2018

- Assisted with front counter inquiries, answering phone calls, and intaking applications and submittals.
- Assisted with various assignments including filing and organizing, drafting Planning Commission meeting minutes, and editing City Council staff reports
- Processed water meter connection permits, encroachment permits, transportation permits, out-of-jurisdiction sewer connection/impact fee payments, and annual renewals for wastewater transportation/hauler permits.
- Processed the intake of Engineering Department submittals and processed payments including maps, improvement plans, lot line adjustments, and Engineering and Inspection Fees
- Processed invoices for the Development Services Department through the Accounts Payables process

USDA forest Service - Volunteer

Archaeological Volunteer / Heritage Program Manager Assistant

2017 – 2018

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Kaitlin Roberts, J.D.

Senior Planner| Environmental Planner

Experience
17+ years

Education
B.S. Social Science, 2005, California Polytechnic State University, San Luis Obispo, CA
J.D., 2009, Lincoln Law School, Sacramento, CA

Certifications
State Bar of California 2010

Experience Summary

Accomplished Senior Planner and environmental specialist with over 17 years of expertise in comprehensive land use planning and environmental compliance, particularly under the California Environmental Quality Act (CEQA). Skilled in managing complex planning projects, including drafting and amending specific and master plans, as well as assessing development proposals for alignment with community goals and regulatory standards. Adept at producing clear, actionable insights to guide policy decisions, support housing initiatives, and advance sustainable development. Known for delivering high-quality planning and analytical services to municipalities and private sector clients, ensuring rigorous adherence to environmental and planning requirements. Experienced in providing on-call services to cities across Northern California, contributing to effective project management and impactful community planning outcomes.

With a strong analytical aptitude and a practical, solutions-focused approach, Kaitlin excels in identifying process improvements and adapting strategies to meet project goals effectively. She is known for her self-driven work ethic and collaborative style, consistently contributing to streamlined workflows and enhanced project outcomes.

Select Professional Experience

4LEAF, Inc.
Senior Planner | Environmental Planner
2023 - Present
Kaitlin helps contribute to the productivity of 4LEAF's Planning Department by:

- Conducting comprehensive California Environmental Quality Act (CEQA) reviews and delivering precise environmental assessments across diverse project types.
- Coordinating closely with local government agencies to deliver efficient on-call planning services, overseeing development application reviews, and providing detailed CEQA documentation.
- Preparing staff reports, resolutions, and ordinances to support recommendations for Design Review, Planning Commission, City Council, and Director Hearings.
- Assisting in housing element-related tasks, ensuring alignment of development projects with housing goals and local policies as needed.

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- Supporting the preparation of background reports and amendments for specific and master plans, contributing to effective long-range planning initiatives.
- Reviewing project documents for consistency and compliance, ensuring accuracy and adherence to planning standards.

Dudek
Environmental Planner
2012 - 2022

- Served in project management and project planner roles on a variety of environmental review projects. Coordinated with technical team members, clients, project applicants and outside agencies.
- Prepared environmental review documents including environmental impact reports (EIRs), mitigated negative declarations (MNDs), and categorical exemptions. Conducted complex impact analyses in the areas of aesthetics, agriculture and forestry resources, cultural resources, land use, population and housing, biological resources, geology, noise, and public services and utilities.
- Provided on-call environmental services for local government agencies. Prepared CEQA documents and conducted peer reviews of applicant-prepared reports and technical studies.
- Served as contract planning staff for local government agencies. Provided front counter assistance, processed development applications and permits, prepared general plan amendments and zoning ordinance updates, prepared technical memoranda, drafted staff reports and public notices, and presented at public hearings.
- Contributed to specific plan and master plan projects, drafting amendments and reviewing development plans for alignment with established community goals.
- Assisted in housing element implementation efforts, providing technical support on planning initiatives and policy updates as required.

North Fork Associates
Environmental Planner
2007 - 2012

- Served as assistant project manager for variety of environmental review projects subject to CEQA. Prepared impact analyses in the areas of land use, biological resources, cultural resources, geology, noise, and public services and utilities.
- Prepared environmental documents, reports, presentations, technical memoranda, and public notices.
- Provided support to on-call planning and environmental staff.
- Conducted research, site visits, document review, and document tracking.
- Assisted in the production of technical reports and biological permitting packages.

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John Jay

Associate Planner

Experience
9+ years

Education
B.S., Urban Planning, Arizona State University

Experience Summary

John is a talented Associate Planner with extensive education and professional experience. John has ample experience with Fire Recovery Planning, which he demonstrated by managing the City of Santa Rosa's residential redevelopment projects following the 2017 Tubbs Fire. He earned a Bachelor of Science degree in Urban Planning and is well versed in both urban and regional planning, project management, and planning for high-quality affordable housing developments. John is proficient in planning principles, practices, and procedures, and is experienced in many facets of the industry.

John developed his research and project coordination skills, adapting these abilities to his professional work. John consistently completes his assignments with precision, accuracy, and promptness. He is a self-starter and a team player who is committed to attaining mutual success with those he works with and represents.

Select Professional Experience

4LEAF, Inc.
Associate Planner
2025 – Present
John contributes to the productivity of 4LEAF's Planning Department by:

- Developing strategies to stimulate economic and community development and efficient land use complementary to community goals and ensure compliance with municipal ordinances.
- Composing and presenting technical and formal reports, working papers, and correspondence.
- Interpreting and applying appropriate state, county, and local codes, ordinances, and regulations.
- Assisting with comprehensive plan and land development implementation.
- Assessing development applications that include plats, permits, site plans, and variance requests.
- Developing prospective plans for communities with common and recurring developmental issues.
- Evaluating the efficiency and effectiveness of the community's projected goals.
- Writing various ordinances and regulations that involved development controls.
- Conducting thorough research in specific or general project regions.

City of Sebastopol, CA
Associate Planner
2021 – 2025

- Managed intricate entitlement processes for complex, high-profile, and controversial entitlement

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applications, including major subdivision, major and minor CUP, California Environmental Quality Act (CEQA) checklists, grant administration, affordable housing projects, zoning code updates, zoning amendments, design review, etc.

- Collaborated with other City departments and developer teams, consisting of civil engineers, architects, and landscape designers.
- Delivered public presentations to the Design Review Board, Planning Commission, and City Council.
- Analyzed environmental impacts of development projects pursuant to the CEQA, including reviewing Environmental Impact Reports, technical studies, and exemptions.
- Project manager for the sixth-cycle Housing Element Update and Implementation Project for County Wide Active Transportation Plan update.
- Project manager for Sustainable Transportation Grant awarded by CalTrans District 4, which focused on implementing pedestrian and safety improvements to the City's downtown.
- Project manager for Enhanced Infrastructure Financing District Project.
- Demonstrated exceptional communication skills while responding to general Planning inquiries from residents of the City.

Bureau Veritas – Santa Rosa, CA

Planner

2019 – 2021

- Project manager of residential redevelopment projects destroyed by wildfire.
- Performed planning and zoning review of post-fire redevelopment plans.
- Code compliance for residential redevelopment projects.
- Project management of various development types, requiring a broad variety of entitlement approvals.
- Served as Contract City Planner for various jurisdictions throughout California.

Friedman's Home Improvement – Petaluma/Windsor, CA

Logistics Specialist

2016 – 2019

- Ensured efficient supply chain operations and customer satisfaction

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/12/2026

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

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

PRODUCER	CONTACT NAME: Brent Nishikawa	
The Liberty Company Insurance Brokers	PHONE (A/C, No, Ext): (888) 918-3960	FAX (A/C, No):
Lic #0D79653	E-MAIL ADDRESS: bnishikawa@libertycompany.com	
5955 De Soto Ave, Ste 250	INSURER(S) AFFORDING COVERAGE	NAIC #
Woodland Hills CA 91367	INSURER A : Travelers Property Casualty Co of America	25674
INSURED	INSURER B : The Travelers Indemnity Co of CT	25682
4Leaf, Inc.	INSURER C : Berkshire Hathaway Homestate Insurance Company	20044
2126 Rheem Dr	INSURER D : Pacific Insurance Company, Limited	10046
	INSURER E :	
Pleasanton CA 94588	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2026 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		660C519865A	03/15/2026	03/15/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y		BAC4831196	03/15/2026	03/15/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 0			CUPC4831922	03/15/2026	03/15/2027	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	FOWC725735	03/15/2026	03/15/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability Retroactive Date: 04/01/2007			13OH0881505-26	03/15/2026	03/15/2027	Per Claim Aggregate Retention	$5,000,000 $5,000,000 $50,000

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

City of Sebastopol its agent, officers, officials, employees, and volunteers are to be covered as Additional Insured as respects to General Liability and Automobile Liability per attached endorsements. General Liability and Automobile Liability policies are Primary and Non-Contributory per attached endorsements. Waivers of Subrogation apply on Workers' Compensation policies per attached endorsements.

CERTIFICATE HOLDER

City of Sebastopol
7120 Bodega Ave
Sebastopol CA 95472

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brent Nishikawa

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Additional Named Insureds

Other Named Insureds

4LEAF CONSULTING INC.

4LEAF CONSULTING, LLC

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

c. With respect to the independent acts or omissions of such person or organization; or

d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

f. This insurance does not apply to the rendering of or failure to render any "professional services".

g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional 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 available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After you have signed that written contract;

b. While that part of the written contract is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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 this 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. 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.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director 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 Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" 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.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" 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 current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(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 Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(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 retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, 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:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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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:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. 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:

a. $10,000; or

b. 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:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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.

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

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:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. 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:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) 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

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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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

Do not add this form to a policy. It is for informational purposes only.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

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

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA BLANKET BASIS

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of $350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

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

Schedule

Blanket Waiver

Person/Organization	Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	**Waiver Premium (prior to adjustments)**
All CA Operations	4209.00

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

Endorsement Effective: 03/15/2026 Policy No.: FOWC725735 Endorsement No.:

Insured: Premium $

Insurance Company: Berkshire Hathaway Homestate Ins Co

Countersigned by _____